

**MEMORANDUM OF UNDERSTANDING NO. 34  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE**

**CROSSING GUARD REPRESENTATION UNIT**

**THIS MEMORANDUM OF UNDERSTANDING  
made and entered into this 2nd day of December, 2022.**

**BY AND BETWEEN THE**

**CITY OF LOS ANGELES**

**AND THE**

**CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL  
EMPLOYEES UNION, LOCAL 911, AFL-CIO**

**January 1, 2023 through December 30, 2023**

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## **SECTION 1.0            GENERAL PROVISIONS**

### **ARTICLE 1.1            RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City of Los Angeles and applicable State law, the California Teamsters Public, Professional and Medical Employees Union, Local 911, AFL-CIO, was certified on August 1, 1985, by the Employee Relations Board as the certified representative of City employees in the Crossing Guard Unit (Unit) previously found to be appropriate by the Employee Relations Board. Management hereby recognizes Teamsters, Local 911, as the exclusive representative of the employees in the Unit, subject to the right of said employees to represent themselves, in accordance with the provisions of Section 4.822 of the Los Angeles Administrative Code (LAAC).

The term "employee" as used in this MOU, shall refer only to exempt employees in the classifications listed in the Appendices, in this MOU, as well as classes as may be added hereafter by the Employee Relations Board.

### **ARTICLE 1.2            PARTIES TO MOU**

This MOU is entered into on December 2, 2022, by and between the City of Los Angeles through its authorized representative, the City Administrative Officer, on behalf of City management represented (Management), and the Crossing Guard Unit through its authorized representative, the Local 911, California Teamsters Public, Professional, and Medical Employees Union (Union), as the exclusive recognized employee organization for the Crossing Guard Unit.

### **ARTICLE 1.3            MANAGEMENT RIGHTS CLAUSE**

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this MOU or by law. Implicit in this provision is the City's exclusive right to set the standards of Crossing Guard Services to be provided to the public and to determine the resources, personnel and means required to provide the services.

### **ARTICLE 1.4            IMPLEMENTATION OF MOU**

This MOU constitutes a joint recommendation of Management and the Union. It shall not be binding in whole or in part on the parties to this MOU, unless and until:

- A.     The Union has notified the City Administrative Officer in writing that the Unit membership has approved and ratified this MOU in its entirety, and
- B.     The City Council has approved this MOU in its entirety.

Where resolutions, ordinances, or amendments to applicable codes are required, those articles of this MOU which require resolutions, ordinances, or amendments will become operative on the effective date of the resolutions, ordinances, or amendments, unless otherwise specified.

#### **ARTICLE 1.5            OBLIGATION TO SUPPORT**

MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees and the heads of those departments represented in this MOU for action, neither Union nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or the department heads, nor meet with the Mayor, members of the City Council or the department heads individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or department heads, nor meeting with individual members of the City Council or department heads to advocate or urge the adoption and approval of this MOU.

#### **ARTICLE 1.6            TERM**

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.4 (Implementation of MOU) of this MOU, are fully met, except to the extent that the parties have agreed in Letters of Agreement/Intent to continue to meet and confer after implementation, but in no event shall this MOU become effective prior to 12:01 a.m. on January 1, 2023. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on December 30, 2023.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 1.7 (Calendar for Successor MOU) and are continuing to meet and confer in good faith.

#### **ARTICLE 1.7            CALENDAR FOR SUCCESSOR MOU**

In the event the Union or Management desires a successor MOU, the party shall serve upon the other no later than October 30, 2023, its written proposal(s) for the successor MOU. Meet and confer sessions shall begin no later than 30 calendar days following the receipt of the proposal(s).

#### **ARTICLE 1.8            NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee on the basis of age (40 and above), ancestry, color, disability (physical and mental, including HIV and AIDS), gender identity and/or expression, genetic information, LGBTQ identity, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national or ethnic origin,

race, religion or creed (includes religious dress and grooming practices), sex or gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), reproductive health decisionmaking, sexual orientation, political activities or political affiliation, or any other characteristic protected under applicable federal, state or local laws.

In accordance with the City's non-discrimination policy, no employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of union activity and/or the exercise of the employee's rights granted pursuant to Section 4.857 of the Employee Relations Ordinance.

## **ARTICLE 1.9      FULL UNDERSTANDING**

Management and Union acknowledge that during the meet and confer process, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of representation and that this MOU constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that agreements contained in any prior or existing MOU are hereby superseded or terminated.

The parties mutually agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 1.4 (Implementation of MOU) of this MOU.

The waiver or breach of any term or condition of this MOU by any party hereto shall not constitute a precedent in the future enforcement of any of its terms and provisions.

## **ARTICLE 1.10      PROVISIONS OF LAW AND SEPARABILITY**

It is understood and agreed that this MOU is subject to all applicable Federal and State laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, Employee Relations Board, or similar independent commissions of the City. If any part or provision of this MOU is in conflict or inconsistent with applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by applicable law or regulations and the remainder of this MOU shall not be affected thereby.

## **ARTICLE 1.11      NO STRIKE - NO LOCKOUT**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations, the City agrees that there shall be no lockout or the equivalent of the members of the Union, and the Union and its members, agents, representatives, employees or

persons acting in concert with them agree that they shall not incite, encourage or participate in any strike or other concerted action resulting in the withholding of services by the Unit members during the term of this MOU. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

In the event that any member or members of the Union shall incite, encourage or participate in any strike, sympathetic strike, walkout, slowdown or other work stoppage, the City, the Union and its officers and representatives agree to the following:

1. That the City may take whatever disciplinary action it deems appropriate, including discharge.
2. That the Union, its representatives and members, shall immediately disavow and refuse to recognize any picket line or lines established as a result of an unauthorized strike, walkout, slowdown or other action whatsoever against the City; that each of them will without undue delay instruct their members not to respect or recognize any picket line or lines and, in addition, each will do everything within their respective powers without undue delay to secure the disestablishment and disbanding of any picket line or lines and order employees to return to work.

The provisions of this Article shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

## **SECTION 2.0          UNION SECURITY**

### **ARTICLE 2.1          PAYROLL DEDUCTIONS AND DUES**

#### **A.      DUES**

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

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

Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts 30 calendar days after

written notice of the new amount from the Union is received by the Controller.

Employees who are members of the Union who previously elected to make union membership deductions prior to (1) starting an unpaid leave of absence, or (2) otherwise going on inactive status due to lack of scheduled hours, shall be reinstated as Union members with the automatic voluntary dues deduction immediately upon their return to work.

2. Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Union will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
3. Any employees in this Unit who have authorized Union dues deductions with the Union on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU as authorized by California Government Code Sections 1157.12 and 1159 (a) and (b).

The City shall direct employee requests to cancel or change payroll dues deductions to the Union. Deductions may be revoked or cancelled only pursuant to the terms of an employee's signed written authorization to deduct dues. The Union shall not be required by the City to provide a copy of any individual employee authorization for a dues deduction unless a dispute arises about the existence or terms of the individual employee's authorization. The City shall rely on the information provided by the Union, pursuant to Government Code Section 1157.12, in deducting dues, and the Union shall indemnify the City for any claims made by individual employees for deductions made in reliance on certification received from the Union that the Union has and will maintain a signed authorization from each individual employee. Employees with any questions relating to union membership dues shall direct those questions to the Union.

#### B. MANAGEMENT RESPONSIBILITIES

1. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the Union by the Controller within 30 working days after the conclusion of the month in which said dues, and/or deductions were deducted.

A fee of \$0.09 per deduction shall be assessed by the Controller for the processing of each payroll deduction taken. The Controller will deduct the aggregate amount of said fees on a biweekly basis.



2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this Unit, within 60 calendar days of such reassignment or transfer.
3. Management will provide the Union with the Unit Membership List Article of this MOU.
4. The Controller shall notify the Union within 60 calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

C. UNION RESPONSIBILITIES

Except for claims resulting from errors caused by defective City equipment, the Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article.

D. CALIFORNIA GOVERNMENT CODE SECTION 1159 (a-b)

Existing California Government Code Section 1159 (a-b) states:

“(a) The Controller, a public employer, an employee organization, or any of their employees or agents, shall not be liable for, and shall have a complete defense to, any claims or actions under the law of this state for requiring, deducting, receiving, or retaining agency or fair share fees from public employees, and current or former public employees shall not have standing to pursue these claims or actions, if the fees were permitted at the time under the laws of this state then in force and paid, through payroll deduction or otherwise, prior to June 27, 2018.”

“(b) This section shall apply to claims and actions pending on its effective date, as well as to claims and actions filed on or after that date.”

This code section is subject to the Provisions of Law and Separability article of this MOU.

**ARTICLE 2.2      WORK ACCESS**

Union Staff Representative

A full-time Union Staff Representative shall have access to the facilities of the departments, offices, or bureaus represented in this MOU during working hours for the purpose of providing material to lead guards or for assisting employees covered under this MOU in the addressing of grievances when Union assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this MOU. The representative shall request authorization for the visit by contacting the designated representative of the head of the department, office, or bureau for the work

site. In the event immediate access cannot be authorized, the designated representative shall inform the staff representatives as to the earliest time when access can be granted. Union shall give to all heads of departments, offices, or bureaus represented in this MOU and the CAO a written list of its full-time Union Staff Representatives which list shall be kept current by Union.

### **ARTICLE 2.3           BULLETIN BOARDS**

- A.     Management will provide bulletin boards or space, which may be used by the Union, at locations reasonably accessible to Union members for the following purposes:
  - 1.     Notices of Union meetings.
  - 2.     Notices of Union elections and their results.
  - 3.     Notices of Union recreational and social events.
  - 4.     Notices of official Union business.
  - 5.     Any other written communication that has received prior approval from the head (or designee) of the department, office, or bureau.
- B.     Each department, office, or bureau agrees to provide to Union a list of all bulletin board locations.
- C.     All notices and/or other communications shall be identified with the Union's official stamp, letterhead, and/or logo. Union shall place a removal date on all notices and other communications.
- D.     If requested by Management all notices and/or other communications shall be submitted to the head (or designee) of the department, office, or bureau prior to posting; posting will occur within 24 hours of submission.

### **ARTICLE 2.4           ACTIONS BY EMPLOYEE RELATIONS BOARD**

If any action by the ERB prior to the expiration of this MOU results in any significant change to the composition of this Unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments to this MOU that may be required to ensure that the interests of the employees are protected.

### **ARTICLE 2.5           EMPLOYEE RELATIONS**

Meetings at reasonable intervals will be scheduled at the request of a designated Union representative (paid Union staff representative or executive board member) or the Management representative of a department, office, or bureau for the purpose of informally discussing employer-employee relations issues.

## ARTICLE 2.6      DISPLACEMENT

### A.     Definitions

Displacement is the process by which a Crossing Guard, due to the closing of a corner or a reduction in the number of regular Guards, is removed from the employee's regular assignment and receives another regular assignment or is placed in the alternate pool.

### B.     Order of Displacement

1.     Regularly Assigned Crossing Guards – Displacement in an area shall be determined by the seniority of a Crossing Guard in the City's Crossing Guard Program. Crossing Guards with the least amount of seniority shall be the first to be displaced. In accordance with the below-listed descriptions, seniority shall be based on first the employee's Date of Entry, followed by the employee's Service Credit. The earliest Date of Entry yields the greatest seniority. In the event of Crossing Guards having the same Date of Entry, then the highest amount of Service Credit shall be the deciding factor, with the highest Service Credit yielding the greatest seniority.

- a.     Date of Entry is the initial appointment into the classification of Crossing Guard.
- b.     Service Credit is based on the calculation methodology used by the Los Angeles City Employees Retirement System (LACERS), which presently is: total hours worked since Date of Entry, divided by 2,080 hours.

A displaced senior Guard will be placed in an open or vacant corner within the area. In the event there is no open or vacant corner, the senior Guard shall displace the least senior Guard in the area, and the latter Guard will be assigned to the alternate pool.

2.     Lead Guards – Displacement shall be determined by the length of continuous City service as a Lead Guard within an area. Lead Guards with the least amount of Lead Guard service shall be the first to be displaced. The earliest appointment date as a Lead Guard yields the greatest service credit. In the event of Lead Guards having the same appointment date, then total hours worked since appointment date as a Lead Guard shall be the deciding factor (highest number of hours yields the greatest service credit).

A displaced Lead Guard, who is regularly assigned to a corner prior to the employee's Lead Guard assignment, shall be available for regular assignment to another corner as outlined in Subsection B(1) (Order of

Displacement) of this Article, not previously designated as a regularly assigned Guard, shall revert to the alternate pool.

## **ARTICLE 2.7            CONTRACTING OF UNIT WORK**

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

- A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of Unit work.
- B. If any employee subject to the provisions in this MOU is displaced as a result of contracting, the employee shall be retained in a position within a classification represented by Teamsters, Local 911.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of Subsection E(6) in this Article, the provisions of this Article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the provisions outlined in this Article, all contracts to perform Unit work except for contracts required by bona fide emergencies.
- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet and discuss process specified in this Article:
  - 1. The City shall provide timely notice, through the existing clearinghouse procedure, of proposed contracts to perform Unit work. In addition, the City shall provide the Union a list of individuals responsible for coordinating contracting information in each department.
  - 2. The Union may request to meet and discuss the proposed contracts within 15 calendar days of the City Charter 1022 notification. Failure by the Union to request the meeting(s) within the prescribed 15 calendar days shall constitute a waiver of the Union's right to continue this process.
  - 3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the Union of its desire to discuss the proposed contract(s).
  - 4. If the parties cannot reach agreement through the meet and discuss process, the Union may request expedited advisory arbitration within five (5) working days following the last meet and discuss session. Failure by the Union to request arbitration within the specified five (5) days shall constitute

a waiver of the Union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the Employee Relations Board.

5. The parties agree that for contracts with a value of less than \$1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within 30 calendar days following the request for arbitration and within 90 calendar days for contracts of \$1 million or more.
  6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
  7. The time limits in this process may be extended only by the mutual, written agreement of the parties.
  8. The expedited arbitration process in this MOU shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; and post hearing briefs shall not be required or submitted.
  9. Arbitration fees shall be shared equally by the Union and the City.
- F. Disputes over the practical consequences of the contracting of Unit work, other than those occurring under Subsections E(4) and E(5) in this Article, shall be resolved in accordance with the provisions of the Article 3.1 (Grievance Procedure) of this MOU and shall not delay the implementation of the contract if all other provisions of this Article have been met.
- The parties agree that the review of practical consequence grievances shall begin with the first formal level of review of the grievance procedure and that the grievances shall be subject to advisory arbitration, except as provided in Step 4 (Arbitration) of Article 3.1 (Grievance Procedure) of this MOU.
- G. The parties agree that the Union may file a grievance regarding the City Charter Section 1022 notification.
1. A grievance challenging the City Charter Section 1022 notification shall be filed within 15 calendar days of the Union's knowledge of the alleged deficient notification.
  2. The grievance will be submitted to an expedited informal arbitration process. The arbitration shall be conducted within 30 days of filing of the

Union's grievance. The arbitration fees shall be shared equally between the Union and the City.

3. The arbitrator shall determine if the City has violated the City Charter Section 1022 notification procedures. The arbitrator's remedy shall be limited to ordering the City to reissue the City Charter Section 1022 notification. In no event will the arbitrator have the authority to void a Council-approved contract. The arbitrator's decision is binding on the parties.

## **ARTICLE 2.8 SERVICE AND WORKFORCE RESTORATION**

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

## **ARTICLE 2.9 UNIT MEMBERSHIP LIST**

- A. The City shall provide the Union with a list of Unit employees in alphabetical order with the following information in compliance with State law for each employee on the list:
  1. Employee Name
  2. Employee Identification Number
  3. Original Hire Date
  4. Bargaining Unit
  5. Class Title
  6. Class Code
  7. Membership Status
  8. Employing Department Title
  9. Work Location (by department, office, or bureau, as well as division if the information is readily available and department legend)
  10. Pay Rate (annual and biweekly)
  11. Work Phone Number on file
  12. Home Phone Number on file
  13. Personal Cellular Phone Number on file
  14. Personal Email Address on file
  15. Home Address on file
- B. For new employees or those newly entering or re-entering Union representation, the City shall provide the aforementioned information within a minimum of 30

calendar days of the date of the employee's hire or by the first pay period of the month following the employee's hire, whichever is later.

- C. For existing employees, the City shall provide the above information to the Union a minimum of every 30 calendar days.
- D. All information shall be provided to the Union electronically. The means of provision and the substance of the requisite information may be changed by mutual agreement.
- E. The Union agrees to indemnify and hold the City harmless from any liabilities of any nature that may arise as a result of the application of the provisions of this Article.
- F. Initially the City shall provide department legends that identify the known work locations by department, office, or bureau, as well as division code(s). Thereafter, it is understood that Departments will either adjust their legends to provide distinct division codes for each work location or provide some other distinct work location information in a simplified manner to the Union. Additional legends will be provided only as updated. Furthermore, the CAO will work with the Controller to provide this information with current electronic payroll reporting.

## **SECTION 3.0 GRIEVANCE**

### **ARTICLE 3.1 GRIEVANCE PROCEDURE**

#### STATEMENT OF INTENT

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

#### DEFINITION

A grievance is defined as a dispute concerning the interpretation or application of this written MOU, departmental rules and regulations governing personnel practices, or working conditions applicable to employees covered by this MOU. The parties agree that the following shall not be subject to the grievance procedure:

1. An impasse in meeting and conferring upon the terms of a proposed MOU.
2. Any matter for which an administrative remedy is provided before the Civil Service Commission.

3. Any issue that the parties agree to refer to another administrative resolution process.
4. Assignment and scheduling of hours and personnel, unless the assignment or scheduling is in violation of the departmental working rules.
5. Designation, redesignation and assignment of lead Crossing Guards. (The parties agree, however, that a demoted Lead Crossing Guard shall be returned to a Crossing Guard position comparable to the position held by the employee prior to promotion.)
6. Temporary assignment of unit work to non-unit employees.
7. Disciplinary action.

## GENERAL PROVISIONS

### A. BINDING ELECTION OF PROCEDURE

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, the employee must elect to pursue the matter under either the grievance procedure provided in this Article, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the procedure chosen and a waiver of the alternate procedure.

### B. GRIEVANCE PROCESS RIGHTS

No grievant shall lose the right to process the employee's grievance because of Management-imposed limitations in scheduling meetings.

### C. TIME, TIME LIMITS AND WAIVERS

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 6.3 (Holidays and Holiday Pay) of this MOU.

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

### D. MEDIATION

At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department's personnel officer or designated Union representative. Within 10 business days of receipt of a



request for mediation, the receiving party shall either return the request without action or request that the Employee Relations Board appoint a mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of the mediator shall be shared equally by Union and Management.

The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.

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

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

#### **E. EXPEDITED ISSUES**

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

- Allegations of failure to accommodate medical restrictions
- Allegations of retaliation
- Whistleblower complaints

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

### **GRIEVANCE PROCESS**

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

The employee shall discuss the issue with the immediate supervisor on an informal basis to identify and attempt resolution of the employee's issue within 10 business days

following the day the issue arose. The employee shall have the affirmative responsibility to inform the supervisor that the issue is being raised pursuant to this grievance procedure.

The immediate supervisor shall meet with the employee within 10 business days of the request unless the parties mutually agree to extend the time limit, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. If the issue is not resolved at this step, the immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the Union of the grievance. The immediate supervisor shall respond verbally within 10 business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

## STEP 2

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

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

## STEP 3

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

## STEP 4 – ARBITRATION

If the written response at Step 3, or mediation, does not settle the grievance, or Management fails to provide a written response within 20 business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the Employee

Relations Board. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the Employee Relations Board within 20 business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3 or 4. Failure of the Union to serve a written request for arbitration with the Employee Relations Board within the period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall jointly select an arbitrator from a list of seven (7) arbitrators furnished by the Employee Relations Board, within 10 business days following receipt of the list. Failure of the Union to notify the Employee Relations Board of the selected arbitrator within 60 business days of receipt of the list shall constitute a waiver of the grievance.

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that the grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- C. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

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

The Union may elect to file a grievance on behalf of two (2) or more employees. The facts and issues of the grievance must be the same. In cases where the issues identified in the grievance affect more employees than are identified as grievants, the parties agree that the remedy may be applied to those employees upon their consent, if needed.

#### PROCEDURE:

##### STEP 1

The Union shall file the grievance in writing with the General Manager, or designee, within 20 business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees

participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the General Manager, which shall be attached to the grievance initiation form at the time the grievance is filed.

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

## **STEP 2**

If the grievance is not settled at Step 1, the Union may file for arbitration pursuant to the procedure in Step 4 (Arbitration) of the Grievance Process in this Article.

## **ARTICLE 3.2        UNION STEWARDS**

### **Section I**

1. The Union may designate a reasonable number of Union Stewards or other Union representative, who must be members of the Union, and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated and revised lists within 30 calendar days of any changes in designations. A steward may represent a grievant in the presentation of a grievance at all levels of the grievance procedure. A steward may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.
2. An employee and the employee's steward may have a reasonable amount of paid time off for the above-listed activities. However, a steward will receive paid time off only if the steward is the representative of record; is a member of the same Union as the employee; is employed by the same department, office, or bureau; and is employed within a reasonable distance from the work location of the employee.
3. If a steward must leave the steward's work location to represent an employee, the steward shall first obtain permission from the steward's supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than 48 hours after the time of the steward's request, excluding scheduled days off and/or legal holidays, unless otherwise mutually

agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure in this MOU, equal to the amount of the delay.

4. Before leaving the steward's work location, the steward shall contact the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the requested meeting.
5. Time spent on grievances, or the pre-disciplinary representation activities described in this Article, outside of regular working hours of the employee or the steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or the steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as provided in this Article, is limited to the actual representation of employees and does not include time for investigation, preparation, or any other preliminary activity.

## Section II

1. In order to facilitate the expeditious resolution of workplace disputes at the lowest possible level, the parties agree to establish a Joint Labor-Management training program for Stewards and Front-Line supervisors.
2. No later than September 30, 2019, or another date mutually agreed upon by the parties, the Union and City representatives will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both union stewards and front-line supervisors will be certified.
3. Stewards certified through this training shall be authorized to spend up to two (2) hours of City time to investigate each dispute raised under Article 3.1 (Grievance Procedure) of this MOU.
4. As is practicable, grievances will be heard by certified supervisors.

## **SECTION 4.0      ON-THE-JOB**

### **ARTICLE 4.1      SAFETY**

#### Section I

Required safety clothing and equipment currently provided by Management shall continue to be provided, as long as the need exists. The Union will encourage all Unit members to utilize the safety clothing and equipment to the fullest extent possible.

## Section II

Management will make every reasonable effort to insure safe working practices. Union will encourage all Unit members to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment, and conditions. Each employee should report any hazardous condition promptly to the employee's immediate supervisor.

### **ARTICLE 4.2 PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of the employee's official departmental personnel folder at reasonable intervals during hours when the departmental personnel office is normally open for business. Such review shall not interfere with the normal business of the department, office, or bureau.

### **ARTICLE 4.3 APPEARANCE**

It is a requirement of employment that employees maintain a professional appearance. Employees should make sure that their appearance is neat and clean and that they maintain adequate personal hygiene. Employees must dress in a professional manner. Suggested attire shall be a light-colored top and dark-colored slacks/skirts. Shorts are acceptable in warm weather, but the bottom hem of the shorts may be no higher than the top of the knee cap. The following clothing is prohibited:

1. Short shorts or cut offs;
2. Open toe shoes (except when medically required), sandals or high-heel shoes;
3. Tank tops, bare midriffs; and,
4. Revealing or suggestive clothing.

### **ARTICLE 4.4 EQUIPMENT**

1. The City agrees to provide all equipment that is required for the performance of the job. Employees shall not be required to wear uniforms but shall be required to conform to the requirements listed under Article 4.3 (Appearance) of this MOU.
2. The City agrees to provide rain gear to Crossing Guards. Rain gear shall consist of jacket, pants and boots. Rain gear shall remain the property of the Department to be returned in the event of separation; and any lost items of rain gear must be replaced at the employee's expense. Unserviceable rain gear may be replaced upon: (1) presentation of the damaged items to the lead guard, and (2) approval of the area supervisor.
3. Effective July 1, 2018, Management shall provide all Lead Crossing Guards with a cellular telephone to assist in the performance of their assigned duties.

## **ARTICLE 4.5            GENERAL**

1. Employees must remain on their corner while on duty.
2. Employees are not allowed to sit in their cars while on duty.
3. Employees will not remain at worksite during free time.
4. Management shall establish centralized locations where checks will be issued to employees on pay day. It will be the responsibility of the employee to pick up the employee's paycheck.

## **ARTICLE 4.6            WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION PROGRAM**

The following information is for informational purposes:

The parties to this agreement have entered into a Workers' Compensation Alternative Dispute Resolution (ADR) Program Agreement approved by the State on or about October 2, 2018. In accordance with California Labor Code Section 3201.7, this Agreement was reached separate and apart from the collective bargaining process for this MOU. The Agreement includes a Joint Labor Management Committee (JLMC), the terms of which are incorporated in the body of the ADR Agreement.

The Workers' Compensation ADR Program, approved by the State of California, provides a dispute prevention and resolution process designed to improve the processing and quality of workers' compensation medical benefits, improve claim resolution, reduce workers' compensation claim costs, return injured employees to work in a timely manner, and increase injured employees' satisfaction with the process.

## **SECTION 5.0            COMPENSATION**

### **ARTICLE 5.1            WORK SCHEDULES AND HOURS OF WORK**

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven (7) 24-hour periods), which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. The normal hours of work for Crossing Guard are divided into a morning period, lunch period, and afternoon period. Some employees work only a morning period and afternoon period. The schedule for each corner will be determined by the City and communicated to the employees. Hours between the morning period, lunch period and afternoon period shall be free time for employees. Employees shall not be restricted in their movement during these hours between morning period, lunch period and/or afternoon period.

Any employee may be called in as needed to fill a vacancy.

Nothing in this Article shall guarantee to any employee a specific number of hours per day, or days per week, or weeks per month of employment. The City shall have the right to adjust hours based upon the needs of the individual school or the City of Los Angeles. The City agrees, however, that it will, as a matter of course, advise the Union anytime an established corner is eliminated, including the reason for the elimination. The City also agrees that it will, upon request by the Union, advise the Union of reductions in the number of scheduled hours of a given corner, and the reason therefor.

A regularly assigned Crossing Guard whose scheduled work day is shortened due to an unplanned, unannounced change in a school schedule (less than prior day notice) or an emergency shall be paid the regularly scheduled number of hours for any such day.

A regularly assigned Crossing Guard who is temporarily assigned to a corner with less scheduled hours than the employee's regular corner shall be paid the number of hours of the employee's regular assignment for a maximum of two (2) days of the temporary assignment. Thereafter, the employee shall be paid in accordance with the actual hours worked. Management shall make every reasonable effort to ensure that the temporary assignment does not extend past the maximum 2-day limit, decreasing the amount of hours paid the regularly assigned Crossing Guard.

An alternate Crossing Guard assigned as a "secondary guard" on a corner requiring two (2) guards, and which assignment includes the last shift of the day shall receive the "last shift" bonus hour in accordance with Salary Note B of Appendix A in this MOU.

## **ARTICLE 5.2 OVERTIME**

For all Unit employees, compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek. Compensation for overtime shall be in cash at one and one-half (1.5) times the employee's regular rate of pay. Hours not worked but paid for, such as holidays, vacation time, sick leave or bonus time, shall not count toward the computation of hours worked for overtime purposes.

Hours between the morning period, lunch period, and afternoon period, which is unrestricted free time for employees, shall not constitute hours worked. Further, hours not worked when schools close early also shall not constitute hours worked for overtime purposes.

## **ARTICLE 5.3 MILEAGE**

Pursuant to Article 2 (Use of Privately Owned Automobiles on City Business and Reimbursement Therefor) of the LAAC, any employee, who is authorized to use the employee's personal vehicle in the performance of the employee's duties, shall be reimbursed for transportation expenses for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.



During the term of this MOU, the cents per mile reimbursement rate shall be in accordance with an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS). The CAO shall certify to the City Controller appropriate changes, if required, to become effective the beginning of the pay period in which the change to the IRS rate occurs.

#### **ARTICLE 5.4        LEAD CROSSING GUARD**

##### Section I – Designation

Management may at its discretion designate or re-designate any employee to perform as a lead guard. Management may make such designation or re-designation or remove such lead person at any time. Such designations or re-designations shall not be subject to the grievance procedure.

##### Section II – Compensation

Employees covered by this MOU who are designated by Management to regularly perform the duties of a lead guard shall receive salary in accordance with Salary Note C of Appendix A in this MOU.

#### **ARTICLE 5.5        TEMPORARY LEAD CROSSING GUARD**

##### Section 1 – Designation

Management may, at its discretion, designate any regular guard as a temporary lead guard for a period not to exceed 90 calendar days. Management may make or remove such designation as temporary lead guard at any time. Such designations and their removal shall not be subject to the grievance procedure or any other review under Article 8.0 (Termination Review and Appeal Procedure) of this MOU.

A regularly assigned Crossing Guard who is appointed as a temporary lead guard shall automatically have protection of assignment and be able to return to the employee's regularly assigned corner at the end of the employee's temporary lead guard assignment.

##### Section II – Compensation

During the term of this MOU, whenever Management designates a regular guard as a temporary lead guard, such employee shall become eligible for the "lead guard bonus" described in Salary Note C of Appendix A in this MOU upon completion of a qualifying period of three scheduled work days in such assignment at the employee's regular rate of compensation. Starting with the first working day following completion of the 3-day qualifying period, the employee shall receive compensation in accordance with Salary Note C of Appendix A of this MOU.

## **SECTION 6.0            BENEFITS**

### **ARTICLE 6.1           HEALTH INSURANCE**

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

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

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

The health plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with Section 4.303 (Joint Labor-Management Benefits Committee and Personnel Department Responsible for Programs) of the LAAC.

Management agrees to contribute a monthly sum not to exceed the cost, per month, of the Kaiser Single Party premium toward the cost of a City-sponsored health plan for each employee covered by this MOU who is a member of the LACERS.

Management agrees to provide this health insurance subsidy for qualified employees for all months in which employees are on active status whether or not any hours were actually worked. For the purpose of this provision "active status" means the employee is being compensated (e.g., hours worked, vacation, sick leave), is on Family or Medical Leave (paid or unpaid), or is available and willing to work but is precluded from working due to breaks in a school schedule.

Management will apply this sum first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.

The definition of dependent shall include an employee's domestic partner and the dependents of such domestic partner.

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

During the term of this MOU, Management's monthly subsidy shall be adjusted to equal the Kaiser Single Party rate, rounded to the next highest whole dollar. Increases or decreases in this monthly contribution shall be effective at the beginning of the pay period in which the Kaiser premium rate change is implemented.

Management will retain all duties and responsibilities it has had for the administration for the City's Health Plans.

#### Subsidy during Family and Medical Leave

For employees who are on Family or Medical Leave, under the provisions of Article 7.3 (Family and Medical Leave) of this MOU, Management shall continue the City's health insurance subsidies for employees who are enrolled in a City health plan prior to the beginning of the leave. Employees shall be eligible for such continued subsidy while on a Family or Medical Leave in accordance with Article 7.3 (Family and Medical Leave) of this MOU. However, for any unpaid portion of Family or Medical Leave, health plan subsidies shall be continued for a maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to 4 months). Management shall continue the City's subsidy for the employee's pregnancy health coverage (medical plan subsidy) in compliance with the provisions of Government Code Sections 12945 and 12945.2 (amended in 2011).

### **ARTICLE 6.2          DENTAL INSURANCE**

Management will expend for employees covered by this MOU who are members of the LACERS, a monthly sum not to exceed one-half of the cost of the employee only coverage of the most expensive plan under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense provided that sufficient enrollment is maintained to continue to make such coverage available. The definition of dependent shall include an employee's domestic partner and the dependents of such domestic partner.

Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the employee and the domestic partner declaring the existence of the domestic partnership.

By extending to an employee the specific benefits defined in this article, the City does not intend to confer or imply any other unspecified benefits to such employee, the employee's domestic partner or the dependents of such domestic partner.

The dental plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with Section 4.303 (Joint Labor-Management Benefits Committee and Personnel Department Responsible for Programs) of the LAAC.

Management agrees to provide this dental insurance subsidy for qualified employees for all months in which employees are on active status whether or not any hours were actually worked. For the purpose of this provision "active status" means the employee is being compensated (e.g., hours worked, vacation, sick leave), is on Family or Medical Leave (paid or unpaid), or is available and willing to work but is precluded from working due to breaks in a school schedule.

Management will retain all duties and responsibilities it has had for the administration of the City's Dental Plans.

#### Subsidy during Family and Medical Leave

For employees who are on Family or Medical Leave, under the provisions of Article 7.3 (Family and Medical Leave) of this MOU, Management shall continue the City's dental insurance subsidies for employees who are enrolled in a City dental plan prior to the beginning of the leave. Employees shall be eligible for such continued subsidy while on a Family or Medical Leave in accordance with Article 7.3 (Family and Medical Leave) of this MOU. However, for any unpaid portion of Family or Medical Leave, dental plan subsidies shall be continued for a maximum of nine (9) pay periods.

### **ARTICLE 6.3           HOLIDAYS AND HOLIDAY PAY**

Notwithstanding any provisions of the LAAC that may conflict, employees covered by this MOU shall receive holiday benefits for those holidays observed by the Los Angeles Unified School District, on the days the District observes the holidays, but in no case shall the number of holidays exceed the following:

1. New Year's Day (January 1)
2. Dr. Martin Luther King, Jr.'s Birthday
3. Presidents Day
4. Cesar Chavez' Birthday
5. Memorial Day
6. Juneteenth
7. Independence Day (July 4)
8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. The Friday after Thanksgiving Day.
12. Effective July 7, 2019, one (1) additional Pupil-Free Day will be added for a total of two (2) Pupil-Free Days (per calendar year) (may include a day during a semester break, uncompensated school holiday, or a school-designated "staff development day")\*
13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor and concurrence of the City Council

\*The use of the Pupil-Free Day is subject to Management approval.

Employees shall receive holiday pay equal to the number of hours regularly worked per day for each holiday that falls on a regular work day. "Last Shift" or "Split Shift" bonus pay is not included.

A regularly assigned or alternate employee must work either the employee's regularly assigned shift immediately before or the employee's assigned shift immediately after the holiday in order to receive holiday pay. To receive holiday pay for the Independence Day holiday (July 4), an employee must be assigned to work at a school that is in session during the month of July.

An employee who works on any holiday above will be compensated at the rate of one and one-half (1.5) times the employee's regular salary for each hour worked for the day, provided, however, that the employee has (1) worked the employee's assigned shift immediately before and the employee's assigned shift immediately after the holiday, or (2) prior to such holiday, Management has authorized the employee to take paid leave time off in lieu of the requirement to work the shifts. Any employee who fails to meet these requirements will be paid at the rate of one (1) hour for each hour worked.

#### **ARTICLE 6.4          EMPLOYEE BENEFITS**

Notwithstanding Section 4.110 (Part-Time Employment) of the LAAC, the following provisions shall apply to part-time employees covered by this MOU:

##### Section I – Half-Time Employees (1,040 or more hours per year, but less than full time)

An employee hired on an intermittent basis who, following one (1) year (12 consecutive months) of City service, has been compensated for 1,000 hours in a service year, shall be considered a half-time employee and become entitled to prorated benefits provided to half-time employees. The compensated hours shall include any "Last Shift" or "Split Shift" bonus hours paid during those periods of time.

Management's practices with regard to sick leave benefits will be in accordance with Los Angeles Administrative Code Sections 4.126, 4.126.2, and 4.128, except as noted below. Sick leave may be used for the following purposes: diagnosis, care, or treatment of a health condition, or preventive care, of an employee, or an employee's designated person, as defined in this Article, or an employee's immediate family member.

Unless otherwise specified, for purposes of this Article, "designated person" means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to only one designated person per 12-month period.

"Immediate family" for the above subsections shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparent, grandchild, great-grandchild, great-grandparent, stepparent, stepchild, foster parent, a domestic

partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

A. Sick Leave Accrual and Usage

1. Half-Time Employees

- a. Half-time employees, as defined by Section 4.110(a) of the LAAC, shall begin accruing prorated sick leave on the first day of employment. Sick leave for a half-time employee shall be prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment. Employees may use their accrued sick leave beginning on the 90<sup>th</sup> day of City employment (90 calendar days from the date of hire).
- b. Beginning the January 1 subsequent to the completion of 12 calendar months of employment following their date of hire, half-time employees shall be provided prorated sick leave hours based on the calendar year sick leave allotment for full-time employees of 96 hours at 100% of full pay and 40 hours at 75% of full pay, plus the hours of sick leave accrued and accumulated as provided in this Article. The prorated amount of 100% and 75% sick leave hours for half-time employees will be calculated on the basis of the total number of hours compensated in the previous 12-month calendar period (January 1 through December 31) in relationship to the total number of hours required for full-time employment.
- c. Any unused balance of sick leave at 100% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours. However, any unused sick leave at 100% of full pay remaining at the end of any calendar year, which, if added to an employee's accumulated sick leave at 100% of full pay, will exceed 800 hours, shall be compensated by a cash payment of 50% of the employee's salary rate current at the date of payment as soon as practicable after the end of each calendar year.
- d. Effective January 1, 1997, if a half-time employee retires from City service or, if a half-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 100% of full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash

payment of 50% of the employee's salary rate on the date of retirement or death.

- e. If a half-time employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.

## 2. Intermittent Employees

- a. Intermittent employees, as defined by Section 4.110(b) of the LAAC, shall begin accruing sick leave on the first day of employment. Employees shall accrue at a rate of one (1) hour for every 29 hours worked. Employees may use their accrued sick leave beginning on the 90<sup>th</sup> day of City employment (90 calendar days from the date of hire) up to a maximum of 48 hours each calendar year.
- b. Sick leave may be accumulated up to a maximum of 48 hours each calendar year. Any accrued, unused sick leave remaining at the end of the calendar year shall carry over to the following year. Any sick leave accumulated in excess of the maximum amount shall be deemed waived and lost.
- c. Intermittent employees with accrued CPTO and/or 100% sick leave hours, who become full-time or half-time employees, shall be allowed to carry over into their 100% sick leave bank a maximum of 48 hours of unused CPTO, 100% sick leave, or any combination of such unused time. Any unused CPTO and/or sick leave in excess of the 48 hours carried over shall be deemed waived and lost. Employees shall be eligible immediately as a full-time or half-time employee to accrue and use sick leave at the appropriate rate.
- d. If an intermittent employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.
- e. Employees who hold more than one (1) intermittent position concurrently shall be eligible to accrue sick leave in only one (1) position.

## B. Preventive Medical Treatment

Notwithstanding LAAC Section 4.126(d), employees may use up to 48 hours of 100% of full pay sick leave to secure preventive medical treatment for the employee, the employee's designated person, or employee's immediate family member.

- C. Family Illness – Any employee who is absent from work by reason of the illness or injury of a member of the employee's immediate family, or designated person as defined in Article 7.3 (Family and Medical Leave) Section II.E, and who has accrued sick leave at 100% of full pay shall, upon approval of the appointing authority or the agent thereof designated to determine the matter, be allowed leave of absence with full pay not to exceed in the aggregate a maximum of 15 working days. Effective January 1, 2020, employees who have exhausted all of their 100% sick time shall be permitted to use their 75% sick time.
- D. Bereavement Leave – An allowance for leave because of a death of a member of an employee's immediate family shall be allowed at full pay for a maximum of three (3) working days for each occurrence of a death in the employee's immediate family. Unit members shall be entitled to use the Bereavement Leave granted under this Article up to 370 calendar days from the date of the death of the qualifying immediate family member. Bereavement Leave days not used prior to 370 calendar days from the date of the death shall be deemed waived and lost.

In addition to the bereavement leave granted under this Section, any employee who has accrued unused sick leave, vacation, personal leave, or compensatory time off, shall be allowed to use such leave, or unpaid leave, not to exceed two (2) working days per occurrence for the purpose of bereavement leave.

For the purpose of the above subsections, a working day is defined as the regularly scheduled number of hours an employee is normally scheduled to work on any particular day, excluding any "Last Shift" bonus as described in Appendix A, Salary Note B, of this MOU.

Section II – Intermittent Employees (less than 1,040 hours per year; or not eligible for half-time employment based on criteria described in Section I of this Article)

- A. Effective January 1, 2000, through June 30, 2005, intermittent employees shall be eligible to accrue compensated personal time off at the rate of 2.75 minutes for every hour compensated. Employees must complete a period of six (6) consecutive months of City service and must have been compensated for at least 500 hours before qualifying to use the compensated personal time off. This benefit may be used in no less than one-hour increments for the following:
1. Personal business, subject to approval of the supervisor;
  2. Holidays, if an employee is not eligible for holiday pay pursuant to Article 6.3 (Holidays and Holiday Pay) of this MOU. However, in no event may an employee use compensated personal time off to meet the criterion in Article 6.3 (Holidays and Holiday Pay) of this MOU of having to work the regularly scheduled day before or after a holiday in order to receive holiday pay.



Compensated personal time off (CPTO) may be accumulated for up to a maximum of 48 hours. Any time accumulated in excess of the maximum amount shall be deemed waived and lost. There shall be no payment of any form for unused CPTO upon separation from City service for any reason. Employees who hold more than one (1) intermittent position concurrently shall be eligible to accrue CPTO in only one (1) position. Employees who are paid per diem or by the session shall not be eligible to accrue CPTO.

- B. In conformance with AB 1522, intermittent Unit employees at the commencement of their employment shall be entitled to accrue paid sick leave at the rate of one (1) hour per every 29 hours worked. On the 90th day of employment (90 calendar days from date of hire), employees shall be entitled to use the accrued sick leave up to a maximum of 48 hours per calendar year, provided:
1. The paid sick leave shall occur on an assigned work day/shift and shall be used in a minimum 2-hour increment.
  2. The amount of sick leave used on any assigned work day shall not exceed the total hours of the assigned shift for that day.
  3. The maximum accrual of hours shall be limited to 48 hours. Any accrued, unused sick leave hours remaining at the end of the calendar year, which do not exceed that maximum accrual, shall carry over to the following calendar year.
  4. The sick leave provided in this Article may be used for an employee's own health condition or that of a family member, or that of the employee's designated person, including preventive care. "Family member" includes child, step-child, parent, step-parent, spouse, registered domestic partner, grandparent, grandchild, great-grandparent, great-grandchild, and sibling.
  5. No compensation for any accrued, unused sick leave hours shall be paid upon an employee's termination, resignation, retirement, or other separation from employment.

### Section III – Half-Time Employees with Prior Intermittent Status

Half-time employees, who immediately prior to their appointment were on intermittent status and completed six (6) consecutive months of City service and were compensated for at least 500 hours, shall be allowed to carry over into the 100% sick leave bank up to a maximum of 48 hours of unused CPTO, 100% sick leave, or any combination of unused time received pursuant to Section II(A) or II(B) of this Article. Any unused CPTO, 100% sick leave, or any combination of unused time in excess of 48 hours shall be deemed waived and lost. Employees upon their designation to half-time status shall immediately begin accruing vacation, sick leave, and shall become eligible to use sick leave at the appropriate prorated rate.

## **ARTICLE 6.5          VACATION**

Notwithstanding any provision of Section 4.245 (Monthly Vacation Credit – Length of Vacation) of the LAAC which may conflict, the following vacation benefits shall be provided to employees covered by this MOU, in the manner provided in this Article:

### **A.     Definitions**

1.     "Vacation Year" means the twelve month period which begins on the first day of the pay period which generates the first pay check issued in January and ends on the last day of the pay period which generates the last pay check issued in December of the same year.
2.     Operative January 1, 1999, "Anniversary Date" means the date six (6) months following assignment to a regular corner as a regularly assigned Crossing Guard. Operative January 1, 2005, for Crossing Guards not previously eligible for vacation benefits based on corner assignment, or for Crossing Guards hired subsequent to January 1, 2005, "Anniversary Date" means the date six (6) months following designation as a half-time employee, in accordance with Article 6.6 (Retirement Benefits) of this MOU.
3.     "Years of Service" means the aggregate number of years worked by a Crossing Guard for the City of Los Angeles.
4.     "Eligible Employee" means a half-time Crossing Guard who has established an anniversary date, as defined in Subsection A(2) of this Article, and who has been an active member of LACERS for at least six (6) months during the vacation year.

### **B.     Annual Vacation Benefit**

Eligible employees, as defined in this Article, shall receive an annual vacation credit, prorated on the basis of actual hours worked versus the hours a full-time employee would normally work (2,080 hours), at the end of each vacation year completed.

### **C.     Vacation Accrual Rates**

Effective September 1, 2019, notwithstanding Section 4.254 of the LAAC, eligible employees in this MOU shall accrue vacation in accordance with the following schedule and shall be permitted to accumulate vacation time up to a maximum of three (3) annual vacation accrual periods, as indicated in the below chart:

<b>Years of Service as a Crossing Guard for the City of Los Angeles</b>	<b>Vacation Accrual Rate</b>	<b>Maximum Vacation Accrual Rate</b>
Less than six months	0	0
6 months but less than 5 years	88 hrs.	264
5 years but less than 13 years	136 hrs.	408
13 years but less than 14 years	144 hrs.	432
14 years but less than 15 years	152 hrs.	456
15 years but less than 16 years	160 hrs.	480
16 years but less than 17 years	168 hrs.	504
17 years but less than 18 years	176 hrs.	528
18 years but less than 19 years	184 hrs.	552
19 years but less than 25 years	192 hrs.	576
25 years and thereafter	200 hrs.	600

There shall be no pro-ration of vacation accrual rates when an employee's rate-change anniversary occurs during a vacation year. The vacation accrual rate applicable at the end of the vacation year shall be used to calculate the annual vacation accrual for that year.

**D. Vacation Scheduling**

The parties agree that the granting of vacation time and the development of vacation schedules for employees covered by this MOU is solely the prerogative of the management of the Department of Transportation and will be done in accordance with the established Vacation Scheduling Policy included in this MOU as Appendix D.

**F. Vacation Accrual during Active Military Service – Cash-Out of Accrued Vacation at Commencement of Leave**

Unit members called into active military service (other than temporary military service), following their qualifying for vacation based on the above-described criteria, shall continue to accrue vacation during their military service, subject to the same maximum accrual requirements as active City employees who belong to this Unit. To avoid reaching maximum accrual during an extended leave, employees may request cash payment of accrued but unused vacation hours accrued as of the date of the commencement of their military leave. The request for any cash payment may be for all accrued time or a portion of their accrued time. The request for any cash payment must be made prior to the employee's first day

of their leave of absence and verified by military orders or other evidence of call-up into the armed forces of the United States.

## **ARTICLE 6.6 RETIREMENT BENEFITS**

### **A. Benefits**

Retirement benefits for employees covered by this MOU shall be subject to all current provisions of the City Charter, the LAAC, and the rules of the LACERS, provided, however, that employees who were actively employed as Crossing Guards for the City on June 1, 1985, and which employment continued with All City Management Services, Inc. to August 31, 1988, shall be enrolled in LACERS following their re-employment as Crossing Guards subject to the provisions of this MOU. All other Crossing Guards who may be employed during the term of this MOU shall be subject to the following enrollment provisions:

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

### **B. Retiree Health Benefits**

1. There is currently in effect a retiree health benefit program for retired members of LACERS under Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC. All covered employees, who are members of LACERS, regardless of retirement tier, shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program. The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.
2. With regard to LACERS Tier 1, as provided by Section 4.1111 (Medical Plan Premium Subsidy) of the LAAC, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser 2-party non-Medicare Part

A and Part B premium, is vested for all members who made the additional contributions authorized by Section 4.1003(c) (Member Contributions-Additional Contributions) of the LAAC.

3. Additionally, with regard to LACERS Tier 1 members who made the additional contribution authorized by Section 4.1003(c) (Member Contributions-Additional Contributions) of the LAAC, the maximum amount of the annual increase authorized in Section 4.1111(b) (Medical Plan Premium Subsidy-Maximum Medical Plan Premium Subsidy) of the LAAC is a vested benefit that shall be granted by the LACERS Board.
4. With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all LACERS Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC to provide the same vested benefits to all LACERS Tier 3 members as currently are provided to LACERS Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.
5. The entitlement to retiree health benefits under this provision shall be subject to the rules under Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC in effect as of the effective date of this provision, and the rules placed into Chapters 10 and 11 (Retirement Benefits and Conditions of Entitlement for the Los Angeles City Employees' Retirement System and Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC, with regard to LACERS Tier 3, by the Implementing Ordinance.
6. As further provided in this Article, the amount of employee contributions is subject to bargaining in future MOU negotiations.
7. The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.
8. Employees whose Health Service Credit, as defined in Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC, is based on periods of part-time and less than full-time employment, shall receive full rather than prorated Health Service Credit for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

C. Procedure for Benefits Modifications

1. Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the LACERS are affected shall be recommended to the City Council by the CAO as affecting membership of all employees in the LACERS. The modifications need not be included in this MOU in order to be considered appropriately negotiated.
2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.
3. If agreement is not reached between Management and the organizations representing a majority of the members in the LACERS as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

D. Part-Time Employees

1. Part-time Unit employees eligible for membership in LACERS shall be certified as LACERS members under the following conditions:
  - a. Half-time employees, upon written request to the appointing authority, shall be certified as LACERS members upon their date of hire to a half-time position, or anytime thereafter, as elected.
  - b. Intermittent part-time Unit employees shall, after 1,000 compensated hours in one (1) service year, be designated as half-time employees and certified as LACERS members, upon written request to the appointing authority.
2. Employees certified as LACERS members prior to the effective date of this MOU shall retain their LACERS membership.
3. For employees not eligible for LACERS membership, a flat-rated employee contribution of four and one-half percent (4.5%) into the Pension Savings Plan shall be applied for each plan year. The City shall contribute an amount equal to three percent (3%) of each employee's compensation for each plan year.

4. Retiree health benefits are provided, as defined in Section B of this Article.

## **ARTICLE 6.7          EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

Management will expend for employees who are members of the LACERS, and their eligible dependents, the sum necessary to cover the cost of the Support Plus – Employee and Family Assistance Program (Support Plus). The benefits and services of the Support Plus and the Support Plus provider shall be determined by the City's JLMBC.

Information on the current Support Plus provider is available through the Personnel Department, Employee Benefits Division, by telephone at (213) 978-1655 or on the Division's website at: <https://www.liveandworkwell.com/content/en/public.html>.

## **SECTION 7.0          TIME OFF**

### **ARTICLE 7.1          JURY SERVICE**

Any employee who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury, shall for those days during the employee's scheduled working period during which jury service is actually performed and those days necessary to qualify for jury service be granted time off with pay in the amount of the difference between the employee's earnings and the jury fee. The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 (Adjusted or Additional Compensation) of the LAAC.

Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes. Compensation for mileage paid by the courts for jury service shall be retained by the employee.

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

### **ARTICLE 7.2          CIVIC DUTY AS A WITNESS**

Any employee, who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during the employee's scheduled working period, unless the employee is a party to the litigation or appearing as a non-City expert witness, shall be granted pay in the amount of the difference between the employee's regular salary and any witness fees. The absence of any employee for the purpose of serving as a witness during the employee's scheduled working period shall be deemed an authorized absence with pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

A court of competent jurisdiction is defined as a court within the county in which the employee resides, or if outside the county of residence, the place of appearance must be within 150 miles of the employee's residence.

## **ARTICLE 7.3      FAMILY AND MEDICAL LEAVE**

### **I.      Authorization for Leave**

- A.      Up to four (4) months (nine [9] pay periods [720 hours]) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 6.4 [Employee Benefits] of this MOU), or designated person (as defined in this Article), upon the request of the employee or the designation of Management, in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.
- B.      An employee may take leave under the provisions of this Article if the employee has a serious health condition that makes the employee unable to perform the functions of the employee's position.
- C.      Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a 12-month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each employee taking leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

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

### **II.      Definitions**

The following definitions are included to clarify family relationships as defined in the Family and Medical Leave Act and the California Family Rights Act.

- A.      Spouse means a husband or wife, as defined or recognized under State law for the purposes of marriage in this State.
- B.      Domestic partner means a named domestic partner in a confidential affidavit declaring the existence of the domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.



- C. Parent means a biological, step-, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee or a legal guardian. This term does not include parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, who had responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
- D. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.
- E. Designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to only one designated person per 12-month period.

### III. Eligibility

- A. The provisions of this Article shall apply to all Unit employees in all City departments who have been employed by the City for at least 12 months and who have worked for at least 1,040 hours (half-time employees may include all compensated time off except IOD) during the 12 months immediately preceding the beginning of the leave.

Exception: In accordance with Pregnancy Disability Leave (PDL) under the California Fair Employment and Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four (4) months (nine [9] pay periods [720 hours]) of leave if disabled due to pregnancy.

- B. Parents (including those who are domestic partners) who both work for the City may each individually take leave under the provisions of this Article at the same time to care for a new child by birth, adoption or foster care of a child.

Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to take care of a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

Each employee must notify the employee's employing department at the time the leave is requested of the name and department of the other City employee who is requesting leave for the same incident. Notification must

include the starting and ending dates of the time period for which each employee is requesting leave.

The time limitation for spouses or domestic partners does not apply to leave taken by one (1) employee to care for the other who is seriously ill or to care for a child with a serious health condition.

#### IV. Conditions

##### A. Pregnancy

1. The start of leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.
2. In accordance with PDL under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine (9) pay periods [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one (1) year of the child's birth.
3. Employees (each parent individually) are also eligible for family leave (bonding) under the California Family Rights Act, which shall be limited to four (4) months (nine (9) pay periods [720 hours]) and must be concluded within one (1) year of the child's birth. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child, except as may be necessary under Subsection IV(B) (Adoption) of this Article. (The administration of this leave shall be in accordance with Subsections III(B) and IV(F) of this Article.)

B. Adoption – The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.

C. Family Illness – The start of a family leave for a serious health condition of a family member or designated person shall begin on the date requested by the employee or designated by Management.

- D. Employee's Own Illness – The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.
- E. Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility; or
  2. A period of incapacity requiring an absence of greater than three (3) calendar days involving continuing treatment by or under the supervision of a health care provider; or
  3. Any period of incapacity (or treatment therefore) due to a chronic serious health condition: or
  4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  5. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three (3) consecutive days if left untreated; or
  6. Any period of incapacity due to pregnancy or for prenatal care.
- F. Continuous, Intermittent, and Reduced Work Schedule Leave – All leave granted under this Article shall normally be for a continuous period of time for each incident.

An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for the employee's own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified that accommodates recurring periods of leave better than the employee's regular position. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with Section 4.110 (Part-time Employment) of the LAAC during the duration of their part-time schedule.

In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption, or foster care placement of a child of an employee (bonding leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two (2) weeks, and on any two (2) occasions an employee is entitled to this bonding leave for

a time period of less than two (2) weeks' duration. Any other form of intermittent leave or work on a reduced schedule for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one (1) year of the birth or placement of the child.

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- H. A personal leave beyond the four (4) month (nine [9] pay period [720 hours]) leave provided in this Article may be requested, subject to the approval of the appointing authority and if required, the Personnel Department, as provided under other City leave provisions.
- I. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
- J. Upon return from family or medical leave, an employee shall be returned to the employee's original job or to an equivalent job.

V. Notice Requirements

A. Employee

When an employee requests family or medical leave, the employee must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least 30 days' notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

B. Management

In response to an employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for this leave, if this leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall also notify an employee if it designates paid or unpaid leave as qualifying time taken by an employee as family or medical leave qualifying regardless of whether or not the employee initiates a request to take family or medical leave.

VI. Applicable Time Off

Employees who are granted leave in accordance with this Article shall take time off in the following order:

A. Childbirth (Mother)

1. Accrued sick leave (100% and 75% of full pay) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth) may be taken at the employee's discretion.
2. For the non-disability portion of childbirth leave (before delivery or after [bonding]), accrued vacation available at the start of the leave shall be used prior to the use of time under Subsections VI(A)(3), (4), (5), and (6) of this Article below.
3. Accrued 100% of full pay sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% of full pay sick leave, following use of all 100% of full pay sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.

B. Childbirth (Father or Domestic Partner), Adoption, Foster Care, or Family Illness

1. Annual family illness sick leave up to 15 days may be used at the employee's discretion. The leave may be taken before or after the accrued vacation described in Subsection VI(B)(2) of this Article.
2. Accrued vacation available at the start of the leave shall be taken. The time must be used prior to the use of time under Subsections VI(B)(3), (4), (5), and (6) of this Article.
3. Accrued 100% of full pay sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% of full pay sick leave, following use of all 100% of full pay sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.

C. Personal Medical Leave

1. Accrued 100% of full pay sick leave may be used at the employee's discretion. This leave may be taken before or after the accrued vacation described in Subsection VI(C)(3) of this Article.
2. Accrued 75% of full pay sick leave may be used following use of all 100% of full pay sick leave at the employee's discretion. This leave may be taken before or after the vacation described in Subsection VI(C)(3) of this Article.
3. Accrued vacation time.
4. Unpaid leave.

VII. Sick Leave Rate of Pay

Payment for sick leave usage under Subsections VI(A), (B), and (C) of this Article shall be at the regular accrued rate of 100% or 75% of full pay as appropriate.

VIII. Monitoring

Management shall maintain records as are required to monitor the usage of leave as defined in this Article. The records are to be made available to the Union upon request.

It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act.

**ARTICLE 7.4 PERSONAL LEAVE**

On January 1<sup>st</sup> of each year, each full-time unit member shall, in addition to all other compensatory time, receive 40 hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall not be used as a proxy for vacation leave or sick leave. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in one-hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of satisfactory service. Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit, or any other reason.

On January 1<sup>st</sup> of each year, each part-time unit member shall, in addition to all other compensatory time, accrue personal leave based on hours compensated in the prior

calendar year not to exceed 40 hours in a calendar year. All other terms and conditions as provided for full-time employees are applicable.

## **SECTION 8.0          TERMINATION REVIEW AND APPEAL PROCEDURE**

### **ARTICLE 8.1          REVIEW PROCEDURE: TERMINATION OF A CROSSING GUARD; OR REMOVAL OF THE LEAD CROSSING GUARD DESIGNATION**

The following procedure shall apply to Crossing Guards who are terminated following completion of a minimum of 520 hours of work or removal of the Lead Crossing Guard designation:

1. Within 10 calendar days following written notice of termination to a Crossing Guard (who has completed a minimum of 520 hours of work) or written notice of the removal of the Lead Crossing Guard designation, the Union may file a written request to meet with the Human Resources Management to discuss the termination or designation removal, as the case may be. The request for review must contain information that the Union wishes to be considered.

If so requested, a meeting shall be held with the Departmental Personnel Officer or designee within 15 calendar days following receipt of the request. Within 10 calendar days following the meeting, the Departmental Personnel Officer or designee shall notify the Crossing Guard and Union representative of the department's decision based on the meeting.

2. The Union may file a written request with the General Manager for a review of the Departmental Personnel Officer's decision within 10 calendar days following receipt of the decision. The request for review must contain all information that the Union wishes the General Manager to consider. At the request of the Union, there will be a meeting with the General Manager or designee.
3. The General Manager or designee shall submit a written decision regarding the termination or removal of the Lead Crossing Guard designation to the affected employee and the Union within 30 calendar days following the date of the meeting or, if no meeting is requested, within 30 calendar days of the date of the request for review.
4. The written decision of the General Manager or designee shall be final, and no further review of the termination or removal of the Lead Crossing Guard designation shall be permitted.
5. In the event the General Manager or designee determines that the termination or removal of the Lead Crossing Guard designation should be reversed, the General Manager or designee shall determine whether back pay and benefits shall be paid.

6. Pursuant to City Charter Sec. 1001, nothing in the establishment of this limited review procedure alters the at-will employment status of a Crossing Guard. Similarly, nothing in the establishment of this procedure creates a property interest right for any Crossing Guard.

**ARTICLE 8.2            APPEAL PROCEDURE FOR INTERMITTENT PART-TIME/CIVIL SERVICE-EXEMPT HALF-TIME EMPLOYEES**

- A. An intermittent part-time or Civil Service-exempt half-time employee who has worked a total of at least 2,000 cumulative hours from the employee's initial hire date who is subject to discipline shall be provided with the following:
  1. A written description of the action(s) to be taken and the expected effective date(s).
  2. A written statement of the specific grounds upon which the disciplinary action is based.
  3. A copy of the materials upon which the action is based.
  4. A written statement informing the employee of the employee's right to appeal the disciplinary decision within 10 business days to an advisory hearing.
- B. The City and the Union will jointly develop a list of hourly Hearing Officers knowledgeable in employee relations. Discipline cases for intermittent part-time and Civil Service-exempt half-time employees who have worked a total of at least 2,000 cumulative hours from the employee's initial hire date will be heard by a Hearing Officer from this list.

The hearings shall take no more than four (4) hours, which the Hearing Officer will divide as equally as possible between the Parties. The hearing shall be scheduled within 10 business days of the notice of appeal filed by the employee, unless another date is mutually agreed upon by the Department and the employee. The costs of the Hearing Officer shall be shared equally by the Union and the City.

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

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



**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

**FOR THE UNION:**



Carlos Rubio, Chief Negotiator  
Teamsters

11/30/22

Date

**FOR THE CITY:**



Matthew W. Szabo  
City Administrative Officer

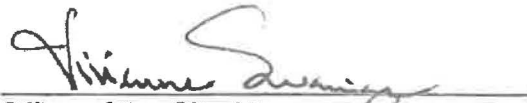
12/2/2022

Date



Doris Weston, Chief Steward

**Approved as to Form and Legality:**



Office of the City Attorney

December 2, 2022

Date

## APPENDIX A

### SALARIES

Operative the effective date indicated, employees in the class of Crossing Guard (Class Code 3180) shall be compensated at the rate listed below:

<u>Effective Date</u>	<u>Hourly (Flat) Rate</u>
January 1, 2023	\$22.66

#### **SALARY NOTES:**

- A. Any employee in the class of Crossing Guard (Class Code 3180), who was employed by the All City Management Corporation on or before September 1, 1986, and whose employment has been continuous until reemployment by the City, shall receive \$0.30 per hour above the hourly flat rate for the class.
- B. Last Shift Bonus – Any employee in the class of Crossing Guard (Class Code 3180), who returns to work the last shift of a work day and has worked all of the employee's earlier assigned shifts on the same work day, shall receive, in addition to all other regular and premium compensation, two (2) additional hours of compensation at the employee's prescribed hourly rate for each day so assigned. In no event shall the employee receive more than one (1) "Last Shift Bonus" for the same day worked.
- C. Any employee in the class of Crossing Guard (Class Code 3180), who performs the function of Lead Guard, shall be eligible to receive a "Last Shift" bonus as described in Salary Note B of this Appendix, except in the event that the employee's hours worked for that day is eight (8) hours while the work schedule for that same day encompasses nine (9) hours or less.
- D. Any employee in the class of Crossing Guard (Class Code 3180), who is designated by management to perform the duties of a Lead Guard on a regularly assigned basis shall receive \$3.00 per hour in addition to all other regular and premium compensation, while assigned.
- E. The bell schedule for all corners serving schools participating in the "Ready, Set, Go" Program will begin 15 minutes before the start of the Ready, Set, Go Program in the morning.

## **APPENDIX B**

### **Assignment and Reassignment of Alternate and Regular Crossing Guards**

#### **POLICY**

It is the policy of the Office of Parking Management to allow Crossing Guards a method of requesting reassignment from one site or area to another. An area is defined as one of the following geographic areas: Central, Hollywood, Southern, Western, East Valley and West Valley. This policy in no way abrogates management's right to make intersection and geographic assignments. Management reserves the exclusive right to reassign Crossing Guards to any site or area for administrative reasons, training purposes or to meet any need.

It is not the intent of management to be unreasonable in making assignments or reassignments. Assignments from one area or site to another may occur to serve the best interest of the Crossing Guard, the area, the Department or the City. The Department exclusively reserves the right to assign an individual from one site to another site in the same geographic area with approximately the same number of scheduled work hours.

Management shall maintain a maximum of two (2) open corners in each Lead Guard district to rotate alternate Crossing Guards assigned to the district.

When a regular corner becomes vacant due to the resignation, retirement, or termination of the incumbent, the Area Supervisor shall advertise the opening within 30 days and a copy of the notice shall be sent to the Union.

#### **REASSIGNMENT PROCEDURE**

When a vacancy exists in an area, a Crossing Guard who has worked a minimum of 600 hours in an assignment is eligible to request a reassignment to another site or area. The following criteria will be used in evaluating the requested reassignment or change:

1. The requirements of the intersection;
2. Work record including but not limited to the record of absenteeism and tardiness (excused and unexcused) and discipline;
3. Past record of ability to get along with the community where assigned.
4. When the above factors are equal the length of continuous service (City and All City Management) will be the determining criteria.

A Crossing Guard requesting a site or area reassignment shall submit a written request to the Supervisor of the Area requested. The Crossing Guard requesting the reassignment may be interviewed by the Area Supervisor of the requested area.

Change of assignment shall normally be accomplished at the beginning of a payroll period. A Crossing Guard receiving a new assignment shall be assigned to the hours of the existing vacancy.

Final approval for any reassignment shall be made by the Parking Enforcement Manager.

#### EXCEPTIONS

Deviations from this policy require the approval of the Parking Enforcement Manager. Deviations include, but are not limited to, the following:

1. Extreme hardship;
2. Less than acceptable overall duty performance;
3. To serve the best interests of the Bureau, the Department, or the City; and
4. Emergencies or unusual occurrences.

#### ADJUSTMENTS

If at any time a pattern of behavior or activities develop which conflict with this policy and is brought to the attention of management, the necessary steps will be taken to evaluate the situation and correct the problem.

## **APPENDIX C**

### **Protection of Assignment: Crossing Guards**

#### **PURPOSE**

This section provides supervisors with a concise guideline regarding the authorization of a short term or long term absence and method of reporting these absences for Regular Crossing Guards and Lead Crossing Guards. This section does not apply to Alternate Crossing Guards since they do not have a regular assigned corner assignment.

#### **GENERAL**

An authorized absence is an absence from work with the written permission of LADOT Management, the Crossing Guard Program assigned Senior Traffic Supervisor I or above, or Human Resources.

#### **TYPES OF ABSENCES AND PROCEDURE FOR NOTIFICATION TO SUPERVISOR**

1. Short term Absence – 21 calendar days or less: Short term absences shall be requested by submission of “Request for Leave and/or Protection of Assignment.” An extension may also be requested, subject to prior approval of the LADOT Management.
  - a. The absence must be for a valid reason, such as, employee illness or injury, emergencies, family member’s illness or injury, or personal reasons. Documentation is required to support the request.
  - b. Notification of intended absences must be submitted in advance and authorized by LADOT Management, except in cases of emergencies.
2. Long-term Absences
  - a. Employees eligible for Family and Medical Leave, as provided in Article 7.3 (Family and Medical Leave) of this MOU, shall be granted for their own or a family member’s illness or injury, or for bonding purposes for the birth or adoption of their child, up to four (4) months (nine (9) pay periods) absence/leave in a 12 month period, and for their own pregnancy-related leave, up to eight (8) months (nine (9) pay periods for the disability portion and nine (9) pay periods for bonding) absence/leave in a 12-month period. The leave must be taken in accordance with the provisions of Article 7.3 (Family and Medical Leave) of this MOU.

At the expiration of the Family and Medical Leave, employees requiring additional time off for the same incident may be granted an extension of 60 calendar days at the discretion of Department Management.

- b. Employees not eligible for Family and Medical Leave benefits will be granted up to four (4) months (nine (9) pay periods) of continuous absence only for personal medical reasons.

At the expiration of the 4-month period, employees requiring additional time off for the same incident, may be granted an extension of 60 days, at the discretion of Department Management.

- c. Employees must provide a doctor's verification. The period of absence may not extend beyond the doctor's estimated period of disability.
- d. Prior to the employee's return to work, doctor certification is required indicating the employee is able to return and clearly state any restrictions, if any. Once returned, if the supervisor has a question regarding the employee's ability to perform the essential functions of the position, a medical appointment will be scheduled with Medical Services Division of the Personnel Department.
- e. Long-term absences must be requested in advance by submitting a "Request for Leave and/or Protection of Assignment" form along with a completed physician's verification to the Crossing Guard Program assigned Senior Traffic Supervisor I or above, or Human Resources.

#### PROTECTION OF ASSIGNMENT

Notwithstanding the below, any regularly assigned Crossing Guard who is injured on the job as a result of being hit by a vehicle (pedestrian vs. vehicle), and is absent more than 60 days, shall be offered the first available regular assignment within the employee's previous regular area of assignment upon the employee's return to work.

Protection of assignment days exclude any major (two (2) weeks or more) Los Angeles Unified School District school breaks such as Summer Break and Winter Break.

- a. Absences up to 60 days: Employee may return to regular assignment.
- b. Absences from 61 to 120 days: If on authorized Family/Medical Leave, employee may return to regular assignment.
- c. Absences of 61 to 120 days: If employee is not eligible for Family/Medical Leave benefits, employee will return to alternate pool.
- d. Absences of 121 to 180 days: Employee will return to alternate pool.

## **APPENDIX D**

### **Vacation Scheduling Policy**

Policy: It is the policy of the Office of Parking Management to schedule vacations for Crossing Guards based on the schedule of the individual Guards' regularly assigned school.

Scheduling Procedure: Crossing Guards who have accrued vacation hours shall be permitted to use the hours during semester breaks or non-compensated school holidays. However, Crossing Guards who have more vacation credit hours than the number of days during the semester breaks and non-compensated school holidays may be permitted to take vacation at some other time.

In addition, Management may, based on operational needs, grant vacation time off at times other than semester breaks.

Requesting Vacation: Where feasible, Crossing Guards will give reasonable advance notice of two (2) weeks for requesting vacation. Vacation requests will be submitted by the Crossing Guard to the Area Supervisor (Senior Traffic Supervisor I) in writing. No vacation benefits will be paid without prior supervisory approval.

Maximum Allowance: Eligible Crossing Guards shall receive a lump sum vacation accrual in January of each year based on the previous calendar year's hours worked. A maximum accrual of three (3) annual vacation credits may be accumulated by each affected Guard. For the purposes of this policy, the next annual vacation credit accrual shall be provided in the pay period which includes January 1. Crossing Guards having a vacation accrual credit of more than three (3) annual increments by the end of the January 1 payroll period shall lose the additional credit, due to maximum accrual, and the hours shall be automatically donated to the City's Catastrophic Illness Leave Donation Program.

Donations made to this Program, by Ordinance No. 168719, are irreversible.

The employee's paycheck stub will serve as an ongoing record of vacation accrual credit and usage.

LETTER OF INTENT

2018-2021 MEMORANDUM OF UNDERSTANDING NO. 34

MOU 34 – Crossing Guard Unit

During the term of the 2018-2021 Memorandum of Understanding No. 34, the California Teamsters Public, Professional and Medical Employees Union, AFL-CIO, Local 911, and the Department of Transportation agree to the following:

1. Meet and discuss the administration of and enhancements, including but not limited to staffing, deployment process, disciplinary/termination process, salary, and benefits, of the Crossing Guard Program.
2. Commence discussion no later than 90 days after the City Council's adoption of this MOU.

This Letter of Intent shall expire concurrent with these MOUs.

FOR THE UNION:

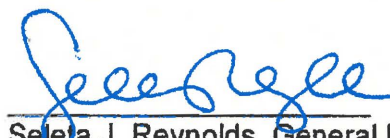


Carlos I. Rubio  
California Teamsters, Local 911

7/29/19

Date

FOR THE CITY:



Seiera J. Reynolds, General Manager  
Department of Transportation

7-30-19

Date



LETTER OF AGREEMENT  
BETWEEN  
THE COALITION OF LOS ANGELES CITY UNIONS  
AND THE CITY OF LOS ANGELES

**RELEASE TIME PILOT PROGRAM**

The City of Los Angeles has determined there are specific Union activities that confer a public benefit for which bargaining unit members (Released Employees) of the Coalition of Los Angeles City Unions (Coalition) should be released from their official duties (City work) in order to perform the specific Union activities. The Coalition agrees to ensure performance, supervise, and manage the activities of the Released Employees. Full-Time and Part-Time employees shall be eligible to be designated as a Released Employee.

The parties agree that during the term of the 2018-2021 MOU, a reasonable number of bargaining unit members shall be designated by individual Coalition Unions for the purpose of directly communicating, sharing, and collecting information from all bargaining unit members. Furthermore, as a means of controlling administrative and litigation costs associated with employee matters in a large and complex City, and with the goal of resolving matters at the earliest possible stage, Released Employees will assist bargaining unit employees, the Union, and Management during the following processes and procedures:

1. Union approved work-site meetings of the bargaining unit membership.
2. Membership meetings in order to assist with communicating issue(s) relevant to the work-force.

**Reporting and Accountability of Released Employee Time**

In order to ensure the City maintains control over public resources, a designee of each Coalition Union will notify Management in advance in writing of the need to release an employee and confirm the employee has been released. The Union shall provide advance notice no less than 48 hours prior to the commencement of union release time.

Each Coalition Union shall designate employees and notify Management in advance in writing when a Released Employee is designated by the Union. The designated employees shall be released for only the time necessary to bring about the efficient outcome(s) contemplated in this Agreement and/or identified going forward. Permission to leave official duties (City work assignment) will be granted unless the absence would cause an undue interruption of work. If such permission cannot be granted promptly, the Union will be informed when time can be made available. Release of an employee shall not be unreasonably withheld.

The payroll code "UB" shall be entered for all release time used under this Program. No employee shall be paid overtime or accrue Compensated Time Off (CTO) while released under this Program.

### **Bank of Hours**

Each Union shall be afforded a bank of hours equaling two (2) hours for each full-time bargaining unit member and one (1) hour for each part-time bargaining unit member.

The total number of calculated release time hours for each Union in accordance with this Agreement is as follows:

<b>Union</b>	<b>Total Hours/ Calendar Year</b>
AFSCME	15,566
SEIU	20,351
LIUNA	1,656
Building Trades	2,216
IUOE	582
Teamsters	360

The bank of hours shall reset July 1<sup>st</sup> of each year and not carryover or be shared between Unions. Unused hours shall be deemed waived and lost. This provision shall remain in full-force and effect during the term of this MOU.

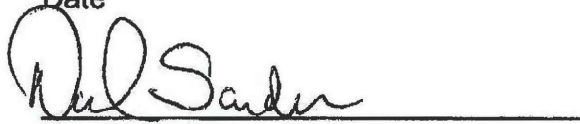
LETTER OF AGREEMENT  
BETWEEN  
THE COALITION OF LOS ANGELES CITY UNIONS  
AND THE CITY OF LOS ANGELES


RELEASE TIME PILOT PROGRAM

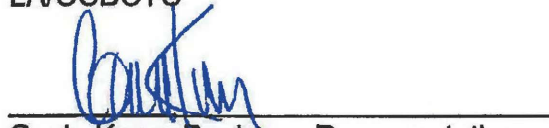
FOR THE COALITION:

  
Victor M. Gordo  
LIUNA Local 777

6/21/2019  
Date

  
David Sanders  
SEIU Local 721

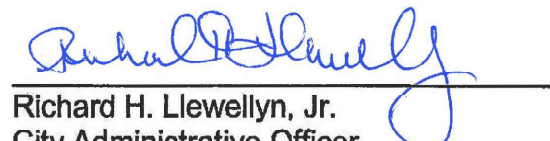
  
Chris Hannan, Council Representative  
LA/OCBCTC

  
Gavin Koon, Business Representative  
I.U.O.E. Local 501

  
Steve Koffroth  
AFSCME District Council 36

  
Carlos Rubio  
Teamsters Local 911

FOR THE CITY:

  
Richard H. Llewellyn, Jr.  
City Administrative Officer

7/26/19  
Date

Approved as to Form and Legality:

  
Office of the City Attorney

7/26/19  
Date

LETTER OF AGREEMENT  
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS  
AND THE CITY OF LOS ANGELES

**UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS**

**A. PARTIES**

This Agreement is made and entered into by and between the Coalition of Los Angeles City Unions (Unions) and the City of Los Angeles (City) for the following Memoranda of Understanding (MOU) for bargaining units 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 34, 36, 37, 63, and 64.

**B. PURPOSE**

The purpose of this Agreement is to establish a procedure for access to City new employee orientations by the exclusive representative of newly hired employees. This Agreement supersedes any MOU language or prior practice with regard to new employee orientations. Nothing in this Agreement is intended to delay, impede, or otherwise interfere with any City hiring process.

**C. TERM**

This Agreement has been executed by the parties on the day, month, and year written above and shall continue until such time as the parties cancel or negotiate otherwise.

**D. AMENDMENTS, MODIFICATIONS, OR OTHER CHANGES**

The parties recognize the need to update this Agreement as the City automates and centralizes its new employee orientation process and as changes in employer culture occur. In the event either the Unions or the City desire(s) to amend, modify, or make any other changes to this Agreement, that party shall submit to the other, written notice of its desire to meet and confer. Meet and confer sessions shall begin no later than thirty (30) calendar days following receipt of the written notice or another date mutually agreed upon by the parties. If the parties are unable to reach agreement within thirty (30) calendar days, the matter shall be subject to the provisions of California Government Code Section 3557.

**E. ENFORCEABILITY**

The parties mutually agree that the intent of this Agreement is to ensure compliance with the provisions of State law requiring an employer to provide the exclusive representative ten (10) calendar days' of notice and mandatory access

to the employer's new employee orientations. To that end, the parties agree to the following resolution for insufficient notice and a failure to provide union access.

If the City fails to provide sufficient notice to the Union(s), except where allowed under this Agreement, and/or fails to provide Union access to the City's new employee orientations, and/or fails to provide release time in accordance with the provisions of this Agreement:

1. The Union and employing department shall discuss and arrange a new date and time for Union access. The discussion between the Union and employing department shall occur no later than one (1) day following the initially scheduled new employee orientation.
2. The Union and employing department shall mutually agree to a make-up date for Union access. Union access to new employees shall be provided not more than five (5) business days from the initial new employee orientation date or some other date mutually agreed upon by the Union and employing department.
3. After mutual agreement on a make-up date, the employing department shall confirm in writing to the Union the new union access date, time, and location.
4. The employing department shall require the subject new hires to attend the Union's presentation on the make-up date.
5. If a dispute remains after implementation of this provision or for any other matters relating to this Agreement, the parties agree that they may advance a grievance directly to the step just prior to arbitration, and continue processing in accordance with the applicable MOU grievance and arbitration provisions.

## **F. DEFINITIONS**

For purposes of this Agreement, the following terms shall have the following meanings:

**Union or Exclusive Representative** – A qualified employee organization or joint council of qualified organizations which has been certified by the Employee Relations Board as the majority representative of employees in an appropriate employee representation unit in accordance with the provisions of Los Angeles Employee Relations Ordinance Section 4.822.

**New Hire** – Any new employee who is new to each Union regardless of job status (e.g., full-time, part-time, temporary, etc.).

**New Employee Orientation** – The onboarding process of a newly hired City employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

**G. UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS**

1. The City shall provide the Union access to new employee orientations:
  - a. within thirty (30) calendar days of placing a new hire on the City payroll; or,
  - b. within forty-five (45) business days of the physical start date of a new hire; or,
  - c. on some other date and time mutually agreed upon by the Union and employing department.
2. Attendance at a new employee orientation by all new hires shall be mandatory.

**H. NOTICE OF NEW EMPLOYEE ORIENTATION**

1. The City shall provide written notice of new employee orientations to the impacted Union(s) no less than ten (10) calendar days prior to the event, regardless of the number of employees. [A single new hire is sufficient to require notice to the Union(s).]
2. Shorter notice than ten (10) calendar days may be provided to the Union(s) by the City in instances where there is an urgent hiring need critical to City operations that was not reasonably foreseeable, and where an employing department is awaiting the results of pre-employment information upon which hiring is contingent. This provision shall not be construed to regularly permit notice of less than ten (10) calendar days.
3. The written notice shall contain the anticipated number of new hires, their job class code and title, work location, and bargaining unit number and the designated time for the Unions' presentation.

**I. UNION PRESENTATION DURING NEW EMPLOYEE ORIENTATION**

1. Representatives of the Union shall be permitted to make a presentation of not more than thirty (30) minutes, and to present written materials during this period.

2. If more than one Union is presenting during a new employee orientation, not more than a total of thirty (30) minutes will be permitted for the Unions to use collectively.
3. Management will continue its practices of the dissemination of Union information to each new employee in accordance with applicable MOU provision(s), and any additional Union materials may be provided by the Union during the presentation.
4. Management shall determine the appropriate segment of the orientation for the Union presentation.
5. Both Union and Management representatives shall not interfere with the presentation of the other and shall at all times conduct themselves in a professional manner avoiding and refraining from any conduct that would tend to disparage the other during any new employee orientations.

**J. RELEASE TIME FOR UNION STEWARDS TO ATTEND NEW EMPLOYEE ORIENTATIONS**

1. At the request of the Union, paid City time off (release time) shall be granted for a union steward of record to participate in the Union presentation segment of a new employee orientation. The release time shall be granted for a maximum of thirty (30) minutes, not including reasonable travel time, during those hours that coincide with the union steward's regular work shift. The same union steward of record shall participate in no more than two (2) new employee orientations per month unless the employing department holds more than two orientations per month or permits otherwise.
2. Only one (1) union steward of record per individual Union shall be released to participate in a new employee orientation. The union steward shall be an employee of the employing department for which the new employee orientation is provided unless the parties agree otherwise.
3. Permission to leave work shall be granted by the employing department unless the absence would cause an undue interruption of work. If permission cannot be granted, the employing department shall provide the Union an alternative presentation date and time that is not more than five (5) business days beyond the initial new employee orientation date. This date will be specifically reserved for Union presentation up to the time limits prescribed in this Agreement. All new hires present for the initial new employee orientation shall be notified of the special date and time of the Union presentation and shall be required to attend on City time.

4. Union stewards shall not receive overtime for participating in or performing activities associated with the union presentation segment of any new employee orientation.
5. The Union shall provide the CAO with a written list of a reasonable number of employees who have been designated Union Stewards and revised lists within thirty (30) calendar days of any changes in these designations. The union stewards must be members of the Union.




LETTER OF AGREEMENT  
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS  
AND THE CITY OF LOS ANGELES


UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS


FOR THE COALITION:

  
Victor M. Gordo  
LIUNA Local 777

6/21/2019  
Date

  
David Sanders  
SEIU Local 721

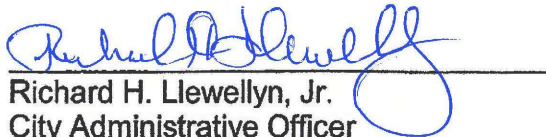
  
Chris Hannan, Council Representative  
LA/OCBCTC

  
Gavin Koon, Business Representative  
I.U.O.E. Local 501


  
Steve Koffroth  
AFSCME District Council 36

  
Carlos Rubio  
Teamsters Local 911

FOR THE CITY:

  
Richard H. Llewellyn, Jr.  
City Administrative Officer  
7/2/19  
Date

Approved as to Form and Legality:

  
Office of the City Attorney  
7/26/19  
Date

LETTER OF AGREEMENT  
MEMORANDUM OF UNDERSTANDING NO. 34  
JANUARY 1, 2023 – DECEMBER 30, 2023

**CASH BONUS**

The parties agree that on July 26, 2023, each bargaining unit member on active payroll status shall receive a one-time, non-pensionable cash bonus equal to 5% of compensation (based on an employee's base rate and regularly assigned bonuses) paid to an employee in the Fiscal Year 2022-23 (July 3, 2022 through July 1, 2023). Compensated hours shall include the following payroll variation codes:

<b>Code</b>	<b>Code Description</b>	<b>Totaling Type</b>
AR	Adjustment Permanent Variation in Rate	HW Type
BL	Bereavement Leave	HW Type
C1	FML Using 100% Sick	HW Type
F3	FML Using Family Illness	HW Type
FE	Family Illness - 100% Pay	HW Type
FF	Family Illness - 75% Pay	HW Type
GB	Crossing Guards Bonus	Other Hours
HO	Holiday Hours	HW Type
HW	Actual Hours Worked	HW Type
IS	Net Injury on Duty Pay	HW Type
JD	Jury Duty	HW Type
LP	Leave With Pay	HW Type
P7	Pupil Free Day	HW Type
PL	Personal Leave Hours	HW Type
PM	Preventive Medicine	HW Type
QE	Covid19 Side Effects From Vaccination	HW Type
QF	Covid19 Additional Supplemental Paid Sick Leave	HW Type
QL	Covid19 Supplemental Paid Sick Leave	HW Type
QQ	Covid19 Exposure or Illness	HW Type
QZ	Covid19 Positive Illness	HW Type
SK	100% Sick Time	HW Type
SS	75% Sick Time	HW Type
VC	Vacation	HW Type
TO	Overtime Taken Off	HW Type

LETTER OF AGREEMENT  
MEMORANDUM OF UNDERSTANDING NO. 34  
JANUARY 1, 2023 – DECEMBER 30, 2023

**CASH BONUS**

**FOR LOCAL 911:**



Carlos Rubio, Chief Negotiator  
California Teamsters

11/30/22

Date

**FOR THE CITY:**

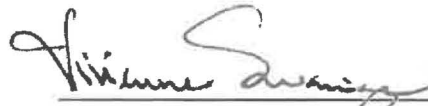


Matthew W. Szabo  
City Administrative Officer

12/2/2022

Date

**Approved as to Form and Legality:**



Office of the City Attorney

December 2, 2022

Date


LETTER OF AGREEMENT  
MEMORANDUM OF UNDERSTANDING NO. 34  
JANUARY 1, 2023 – DECEMBER 30, 2023

**REAFFIRMATION OF FORMER SIDE LETTERS**

The parties agree that the following Letters (Side Letters) will be continued through the term of the January 1, 2023 - December 30, 2023 MOU:

1. Letter of Intent - Crossing Guard Program
2. Letter of Agreement - Release Time Pilot Program
3. Letter of Agreement - Union Access to New Employee Orientations

**FOR LOCAL 911:**



Carlos Rubio, Chief Negotiator  
California Teamsters

11/30/22  
Date

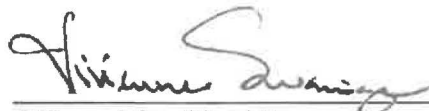
**FOR THE CITY:**



Matthew W. Szabo  
City Administrative Officer

12/2/2022  
Date

**Approved as to Form and Legality:**



Office of the City Attorney

December 2, 2022  
Date