

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING
CROSSING GUARD REPRESENTATION UNIT (NO. 34)**

**AMENDMENT NO. 1 to Memorandum of Understanding No. 34
made and entered into this 24th day of August, 2023.**

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

**MOU AMENDMENT NO. 1
CROSSING GUARD REPRESENTATION UNIT (NO. 34)**

The California Teamsters Public, Professional and Medical Employees Union, Local 911, AFL-CIO and the City of Los Angeles have reached agreement on the following MOU amendments.

The following Article 2.1 Payroll Deductions and Dues is **amended** as follows:

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.**~~

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

All other provisions of Article 2.1 remain unchanged.

The following Article 5.1 Work Schedules and Hours of Work is **amended** as follows:

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 24 hours' notice) or an emergency shall be paid the regularly scheduled number of hours for any such day.

Effective July 2, 2023, a regularly assigned Crossing Guard whose scheduled work day is cancelled with less than 24 hours' notice, due to an unplanned or unannounced change in a school schedule or an emergency, shall be paid the number of hours that the Crossing Guard had been scheduled to work on that cancelled day. In the event that consecutive school days are cancelled, only the first day of cancellation shall be paid. This provision is limited to a maximum of two (2) incidents per calendar year.

All other provisions of Article 5.1 remain unchanged.

**MOU AMENDMENT NO. 1
CROSSING GUARD REPRESENTATION UNIT (NO. 34)**

Except for the amendments specified herein, all other Articles and/or provisions of the 2023, MOU No. 34 shall remain in full force and effect during the term of the January 1, 2023 – December 30, 2023, MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the 2023 Memorandum of Understanding No. 34, the day, month, and year first written above.

FOR THE UNION:



Judith Serlin, Chief Negotiator
Teamsters

8/7/2023
Date



Doris Weston, Chief Steward

8/8/23


FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

August 24, 2023
Date

Approved as to Form and Legality:



Office of the City Attorney

June 30, 2023
Date