

**2007-2012  
MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE CROSSING GUARD REPRESENTATION UNIT  
(MOU NO. 34)**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into  
this 6<sup>th</sup> day of December, 2007**

**BY AND BETWEEN**

**THE DEPARTMENT OF TRANSPORTATION AND  
THE CITY ADMINISTRATIVE OFFICER (hereinafter referred to as "Management")**

**AND THE**

**CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES  
UNION, LOCAL 911, AFL-CIO (hereinafter referred to as "Union")**

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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 and applicable State law, 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 (hereinafter referred to as "Unit") previously found to be appropriate by the said Employee Relations Board. Management hereby recognizes Teamsters, Local 911, as the exclusive representative of the employees in said Unit, in accordance with the provisions of Section 4.822 of the Los Angeles Administrative Code. The term "employee" as used herein, shall refer only to exempt employees in the classifications listed in the Appendices, herein, as well as such classes as may be added hereafter by the Employee Relations Board.

**ARTICLE 1.2**            **PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into on December 6, 2007, by the City Administrative Officer, as authorized management representative of the City Council, and the authorized management representatives of the Department of Transportation (hereinafter referred to as "Management") and authorized representatives of the California Teamsters Public, Professional, and Medical Employees Union, Local 911, (hereinafter referred to as "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 Memorandum of Understanding 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 said services.

**ARTICLE 1.4**            **IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

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

- a. Union has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety, and
- b. The heads of those departments, offices or bureaus represented herein have approved this Memorandum of Understanding in its entirety in the manner required by law, and
- c. The City Council has approved this Memorandum of Understanding in its entirety. Where resolutions, ordinances or amendments to applicable codes are required, those Articles of this Memorandum of Understanding which require such 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**

The parties agree that prior to the implementation of this Memorandum of Understanding and during the period of time it is being considered by the Mayor, City Council, Council Committees and the heads of those departments represented herein for action, neither Union nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or said department heads, nor meet with the Mayor, members of the City Council or said department heads individually to advocate any addition or deletion to the terms and conditions of this Memorandum of Understanding. 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 Memorandum of Understanding.

**ARTICLE 1.6**            **TERM**

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 1.4, Implementation of Memorandum of Understanding, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on July 1, 2007. This Memorandum of Understanding shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2012.

Notwithstanding the above, the provisions of this Memorandum of Understanding shall remain in effect until a successor Memorandum of Understanding 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 Memorandum of Understanding” and are continuing to meet and confer in good faith.

**ARTICLE 1.7**            **CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

In the event Union or Management desires a successor Memorandum of Understanding, said party shall serve upon the other during the period from March 15, 2012, through April 15, 2012, its written proposals for such successor Memorandum of Understanding.

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

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, creed, color, sex, marital status, age, sexual orientation, disability, Union activity, national origin, or ancestry.

**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 Memorandum of Understanding 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 Memorandum of Understanding are hereby superseded or terminated.

The parties mutually agree that this Memorandum of Understanding 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 1.4c.

The waiver or breach of any term or condition of this Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding is in conflict or inconsistent with such 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 such applicable law or regulations and the remainder of this Memorandum of Understanding 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 members of this Unit 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 said unauthorized strike, walkout, slowdown or other pressure whatsoever against the City; that each of them will without undue delay instruct their members not to respect

or recognize any said 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 said 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**      **AGENCY SHOP**

The following agency shop provisions shall apply to employees in classifications listed in the Appendices, herein.

#### **A. DUES/FEES**

1. a. Each employee in this unit who has completed ninety (90) calendar days of City service or who was employed as a school crossing guard by the All City Management Corporation through August 31, 1988, shall, as a condition of continued employment, become a member of the certified Union for this Unit, or pay Union a service fee in an amount not to exceed periodic dues for the term of this MOU; provided, however, that said service fee shall not be assessed in any biweekly pay period in which the affected employee does not work a minimum of twenty (20) hours. Such amounts shall be determined by Union and implemented by Management in the payroll period which includes the first of the month following qualification, provided that written notice of the amount due is provided to the Controller by Union.
- b. Notwithstanding any provisions of Section 4.203 of the LACC which may conflict, 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 Teamsters, Local 911, will not be accepted by the Controller. For the purposes 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.
2. The Union shall notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by the Union.

#### **B. EXCEPTIONS**

1. Management, Supervisory or Confidential Employees

The provisions of this article shall not apply to management, confidential, or supervisory employees.

a. Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830d of the Los Angeles Administrative Code.

b. Supervisory employees shall be defined as follows:

"Supervisory employee" means any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgement. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees. Management shall designate supervisory employees. Said designation or claim shall be reviewed jointly by Management and Union. Any dispute shall be referred to the Employee Relations Board for resolution.

## 2. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds to be provided by the parties hereto.

Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to Union and as a condition of continued employment.

## **C. MANAGEMENT RESPONSIBILITIES**

1. The Controller shall cause the amount of the dues or service fee to be deducted from a maximum of twenty- four (24) biweekly payroll checks per calendar year of each employee in this unit as specified by Union under the terms contained herein. "Dues", as distinct from "service fee", shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
  - a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to Union by the Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
  - b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.



2. The Controller shall also apply this provision to every employee who becomes a member of this representation unit by action of the Employee Relations Board or the Civil Service Commission. Such deduction shall begin within sixty (60) calendar days of such membership and shall be a condition of continued employment.
3. Management will provide Union with the name, home address, and employee number of each employee.
4. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

#### **D. UNION RESPONSIBILITIES**

1. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and the all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Union certifies to the City that it has adopted constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986).
3. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

#### **E. RESCISION**

1. The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 13 of the Employee Relations Board adopted January 11, 1982.
2. In the event that this article is overturned by the employees in this representation unit, all other articles of the MOU shall remain in full force and the prior agreement, rules, regulations, and past practices relating to organizational dues deductions authorizations shall be reinstated until a successor MOU or amendment shall have been approved.

## **ARTICLE 2.2**      **WORK ACCESS**

### **Section I - Union Staff Representative**

A full-time Union Staff Representative shall have access to the facilities of the departments, offices or bureaus represented herein during working hours for the purpose of providing material to lead guards or for assisting employees covered under this Memorandum of Understanding in the adjusting of grievances when such Union assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this Memorandum of Understanding. Said representative shall request authorization for such 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 herein and the City Administrative Officer a written list of its full-time Union Staff Representatives which list shall be kept current by Union.

### **Section II - Union Stewards**

The Union may designate one Chief Steward and five Union Stewards, one from each area, who must be members of the Unit, and shall provide to Department management and the City Administrative Officer a written list of employees who have been so designated. Management will accept on a semi-annual basis any changes to the list. A steward may represent a grievant, who is assigned to the same area, in the presentation of a grievance at all levels of the grievance procedure.

Time spent on grievances outside of regular working hours of the employee or his/her 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 herein provided, is limited to the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

During the term of this 2007-2012 MOU, 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.

No later than March 1, 2008, 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.

As is practicable, grievances will be heard by certified supervisors.

Effective March 1, 2008, certified stewards shall be authorized to spend up to one (1) hour of City time to investigate each dispute raised under Article 3.1, Grievance Procedure.

Sections I and II of this Article shall not be construed as a limitation on the power of the head of a department, office or bureau to restrict access to areas designated as security or confidential.

### **ARTICLE 2.3**      **BULLETIN BOARDS**

#### **Section I**

The Department of Transportation agrees to provide a bulletin board or reasonable space at each field office, which may be used by Union for the following purposes:

- a. Notices of Union meetings.
- b. Notices of Union elections and their results.
- c. Notices of Union recreational and social events.
- d. Notices of official union business.
- e. Any written material which has received the prior approval of the Departmental Management Representative.

#### **Section II**

It is agreed that all notices prior to being posted shall be submitted to the designated representative of Management for posting within 24 hours of submission.

#### **Section III**

It is further agreed that the Union Representative shall place a removal date on all materials to be posted.

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

If any action(s) by the Employee Relations Board prior to the expiration of this Memorandum of Understanding, result in any significant changes to the composition of this representation unit, the parties to this Memorandum of Understanding will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

### **ARTICLE 2.5**      **EMPLOYEE RELATIONS**

Meetings at reasonable intervals may be scheduled at the request of a full-time Union Staff Representative or the Management Representative of the department, office, or bureau, for the purpose of informally discussing potential employer-employee relations problems.

### **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 his/her 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 first on Date of Entry, followed by 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 (initial appointment) into the classification of Crossing Guard.
- b. Service Credit (based on the calculation methodology used by the Los Angeles City Employees Retirement System, 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. 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).

A displaced Lead Guard, regularly assigned to a corner prior to his/her Lead Guard assignment, shall be available for regular assignment to another corner as outlined in Section B.1. Displaced Lead Guards, not previously designated as a regularly assigned Guard, shall revert to the alternate pool.

### **SECTION 3.0**      **GRIEVANCE**

### **ARTICLE 3.1**      **GRIEVANCE PROCEDURE**

The following procedure shall apply to all grievances filed during the time period of July 1, 2007 through December 31, 2007:

#### **Section I** - Definitions

- a. Grievance:

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or departmental rules and regulations governing personnel practices or working conditions applicable to employees

covered by this Memorandum of Understanding; provided, however, that the parties agree that the following actions, events, occurrences, and/or conditions shall not be subject to the grievance procedure:

1. An impasse in meeting and conferring.
  2. Any matter for which an administrative remedy is provided before the Civil Service Commission.
  3. Assignment and scheduling of hours and personnel, unless said assignment or scheduling is in violation of the departmental working rules.
  4. 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.)
  5. Temporary assignment of unit work to non-unit employees.
  6. Disciplinary action.
- b. Immediate Supervisor:

For the purposes of this grievance procedure, "Immediate Supervisor" shall refer to the Senior Traffic Supervisor I in charge of the geographic district to which the grievant is assigned.

- c. Employee:

For the purposes of this grievance procedure, an "employee" shall be defined as any person who has completed four hundred (400) hours of actual service as a Crossing Guard, Code 3180, or who was continually employed as a school crossing guard by the City of Los Angeles or the All City Management Corporation during the period June 1, 1985 through August 31, 1988.

## Section II - Responsibilities and Rights

- a. 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 may pursue the matter under either the grievance procedure herein provided, or before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
- b. No grievant shall lose his/her right to process his/her grievance because of Management imposed limitations in scheduling meetings.

- c. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of the grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, in all formal review levels, and in arbitration; provided, however, that such representative may not be an employee or officer of another qualified organization except with the written consent of Teamsters, Local 911; provided further that a representative of Local 911 shall have the right to be present in all formal review levels and arbitration.
- d. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement. The grievant and Management may, by mutual agreement, waive any level of review from this grievance procedure.
- e. Management agrees to send Union copies of all written formal grievance initiations, appeals and responses.

### Section III - Procedure

The grievance procedure for employees covered by this Memorandum of Understanding shall be as follows:

#### Step 1 - Informal: District Level Review

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within ten (10) calendar days following the day on which the grievable event occurred.

The immediate supervisor shall respond within five (5) calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

#### Step 2 - Formal: Bureau Level Review

If the grievance is not resolved at Step 1, the grievant may serve written notice of the grievance on a form provided by Management upon the Chief of Parking Enforcement Operations, or designee, within seven (7) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, the Chief of Parking Enforcement Operations, or designee, shall meet with the grievant, who may present written and/or oral arguments on the merits of the grievance, and a written decision shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

### Step 3 - Formal: General Manager Review

If the grievance is not resolved at Step 2, the grievant may serve a written appeal of the grievance on the form provided by Management upon his/her General Manager or designee within seven (7) calendar days following receipt of the grievance response at Step 2. Failure of the grievant to serve such an appeal shall constitute a waiver of the grievance. If the appeal is served, the grievance shall be heard by the General Manager or his/her designee. The General Manager or designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant and his/her representative, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

### Step 4 - Mediation: Optional

If the grievance is not resolved at Step 3, the Union representative may, within ten (10) calendar days following receipt of Management's response at Step 3, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of Management and the Union to be effectuated.

A request for mediation must be in writing and must be submitted to the Departmental Personnel Officer within the above-prescribed time limits. The Departmental Personnel Officer shall, within ten (10) calendar days of receipt of the mediation request, return the request without action or request that the Employee Relations Board (ERB) appoint a mediator. The Executive Director of 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 such mediator shall be shared equally by Union and Management.

The mediation procedure shall be informal. The primary effort will be to assist the parties in settling the grievance. Court reporters shall not be used, the rules of evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary.

If the grievance is not resolved in mediation, the mediator may be requested to provide 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 as well as confidential discussions of the parties 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, in lieu of arbitration.

### Step 5 - Arbitration

If the written decision at Step 3 does not resolve the grievance; or if no written decision is rendered within the time limits set forth at Step 3; or if mediation is waived or does not resolve the grievance, the Union may serve upon the head of the department, office or

bureau a written notice that a written request for arbitration has been filed with the Employee Relations Board. The request for arbitration must be filed with the Employee Relations Board within ten (10) calendar days following the date of service of the written decision of the General Manager at Step 3, or expiration of the time limits for said written decision. If mediation of the grievance is pursued, the time limits for arbitration shall be extended by the amount of time required for such mediation effort. Failure of the grievant and Union jointly to serve written request for arbitration with the Employee Relations Board within the above-prescribed period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven (7) calendar days following receipt of said list.

- a. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said 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 during such arbitration, will be the responsibility of the party incurring same.
- b. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties.
- 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.

## **ARTICLE 3.2      GRIEVANCE PROCEDURE**

The following procedure shall apply to all grievances filed on or after January 1, 2008:

### **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, or 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 Memorandum of Understanding.
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 said 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 herein provided, 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 his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.

### **C. TIME, TIME LIMITS AND WAIVERS**

"Business days" shall be defined as Monday thru Friday, exclusive of City Holidays, as defined in Article 37 of this MOU.

The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, not to exceed sixty (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. Within ten (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 such 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 ten (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 ten (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, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. 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 ten (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 ten (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 ten 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 ten (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 ten (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 ten (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 ten (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 twenty (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 30 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 twenty (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 3A. Failure of the Union to serve a written request for arbitration with the Employee Relations Board within said 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 arbitrators furnished by the Employee Relations Board, within ten (10) business days following receipt of said list. Failure of the Union to notify the Employee Relations Board of the selected arbitrator within 60 business days of receipt of said 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 said 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 or more employees. The facts and issues of the grievance must be the same.

### **PROCEDURE:**

#### **STEP 1**

The Union shall file the grievance in writing with the General Manager, or designee, of the affected department within twenty (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.

The General Manager, or designee, shall provide written notification to the Employee Relations Division of the Office of the City Administrative Officer (CAO) of the receipt of the grievance. The General Manager, or designee, shall meet with the Union within twenty (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 twenty (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, above.

### **SECTION 4.0      ON THE JOB**

#### **ARTICLE 4.1      SAFETY**

##### **Section I**

Required safety clothing and equipment will be provided by Management. The Union will encourage all members of the Unit to utilize said 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 members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his immediate supervisor.

#### **ARTICLE 4.2      PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of his/her 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.
2. The City agrees to provide rain gear to Crossing Guards. Rain gear shall consist of jacket, pants and boots. Said 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.

#### **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 his/her paycheck.

#### **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 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 herein 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 her/his regular assignment for a maximum of two 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 two 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 guards, and which assignment includes the last shift of the day shall receive the "last shift" bonus hour in accordance with Salary Note "B(1)" of Appendix A herein.

## **ARTICLE 5.2            OVERTIME**

For all employees in this Unit, 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 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 the provisions of Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, employees authorized to use their personal vehicles in the performance of their duties shall be reimbursed for such use at the rate of forty-eight and one-half cents (48.5¢) (effective January 1, 2007) for each mile traveled in any biweekly pay period. Effective January 1, 2008, the reimbursement rate shall be fifty and one half cents (50.5¢) per mile for all miles traveled in any biweekly period.

During the term of this MOU, the cents per mile reimbursement shall be increased or decreased to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls, or on such other date as the IRS may determine.

**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 Memorandum of Understanding 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 herein.

**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 9.0 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 his/her regularly assigned corner at the end of his/her 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 herein upon completion of a qualifying period of three (3) scheduled work days in such assignment at his/her regular rate of compensation. Starting with the first working day following completion of the three-day qualifying period, the employee shall receive compensation in accordance with Salary Note "C" of Appendix A herein.

**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 (hereinafter Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee and approved by the City Council. If there are any discrepancies between the benefits described herein and the Flex Program approved by the Joint Labor-Management Benefits Committee, 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 Joint Labor-Management Benefits Committee and administered by the Personnel Department in accordance with Los Angeles Administrative Code Section 4.303.

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 Los Angeles City Employees Retirement System (LACERS).

Management agrees to provide this health insurance subsidy for qualified employees for all months in which said 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 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.

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 6.6 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 said leave. Employees shall be eligible for such continued subsidy while on a Family or Medical Leave in accordance with Article 6.6 herein. However, for any unpaid portion of Family or Medical Leave, health plan subsidies shall be continued for a maximum of nine (9) pay periods.

## **ARTICLE 6.2      DENTAL INSURANCE**

Management will expend for employees covered by this Memorandum of Understanding 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 Joint Labor-Management Benefits Committee and administered by the Personnel Department in accordance with Los Angeles Administrative Code Section 4.303.

Management agrees to provide this dental insurance subsidy for qualified employees for all months in which said 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 6.6 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 said leave. Employees shall be eligible for such continued subsidy while on a Family or Medical Leave in accordance with Article 6.6 herein. 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 Los Angeles Administrative Code that may conflict, employees covered by this Memorandum of Understanding shall receive holiday benefits for those holidays observed by the Los Angeles Unified School District, on the days the District observes said holidays, but in no case shall the number of holidays exceed the following:

1. Dr. Martin Luther King's Birthday
2. Presidents' Day
3. Memorial Day
4. Independence Day (July 4)
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. The Friday after Thanksgiving Day.
9. New Year's Day (January 1)\*
10. One Pupil-Free Day per Calendar Year  
(may include a day during a semester break, uncompensated school holiday, or a school-designated "staff development day")\*\*
11. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and concurrence of the City Council.

\* Effective in Calendar Year 2003.

\*\*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" pay is not included.

A regularly assigned or alternate employee must work either his/her regularly assigned shift immediately before or his/her 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 time and one-half (1-1/2) for each hour worked, in addition to his/her regular compensation for the day, provided, however, that the employee has (1) worked his/her assigned shift immediately before and his/her 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 said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked.

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

Notwithstanding Section 4.110 of the Los Angeles Administrative Code (LAAC), the following provisions shall apply to part-time employees covered by this Memorandum of Understanding:

##### **Section I - Half-Time Employees** (1040 or more hours per year, but less than full time)

Effective January 1, 2005, half-time employment is defined as 1,040 compensated hours in any service year, or 1,000 compensated hours in each of two continuous service years.

Effective January 1, 2008, half-time employment is defined as 1,040 compensated hours in any period of 12 consecutive months, or 1,000 compensated hours in each of two

continuous 12-month periods (24 consecutive months). Said compensated hours shall include any "Last Shift" or "Split Shift" bonus hours paid during those periods of time.

Management's practices with regard to allowances for sick leave, family illness, and bereavement leave will continue during the term of this Memorandum of Understanding, as described herein.

- a. Sick Leave - Half-time employees will be allowed sick leave prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment. Prorated sick leave for half-time employees will be based on the following sick leave allowance for full-time employees as indicated in Section 4.126(a)2 of the LAAC:

Beginning January 1, 1998, full-time employees shall be allowed 96 hours of sick leave at 100% of pay and 40 hours of sick leave at 75% of pay each calendar year, plus the hours of sick leave already accrued and accumulated. Employees hired prior to January 1, 1998 who were previously allowed to accrue 40 hours of sick leave at 50% of full pay each calendar year shall have any unused balance of such sick leave frozen with no further credits or withdrawal permitted.

In the event that any employee who, prior to the operative date of this MOU, was receiving sick leave benefits, whether they would be eligible under LAAC Section 4.126 or not, shall continue to receive such benefits.

Accumulation and Pay Off of Sick Leave - Any unused balance of sick leave at 100% and 75% of full pay at the end of the calendar year shall be carried over and accumulated from one calendar year to the next up to a maximum of 800 hours in each category, provided, however, that any sick leave at 100% of full pay remaining unused at the end of any calendar year, which, if added to an employee's accumulated sick leave at full pay, will exceed 800 hours, shall, as soon as practicable after the end of each calendar year, be compensated for by cash payment of 50% of the salary rate current at the date of payment.

- b. Family Illness - Any employee who is absent from work by reason of the illness or injury of a member of his/her immediate family 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 such matter, be allowed leave of absence with full pay not to exceed in the aggregate a maximum of twelve working days.

For the purpose of this subsection, 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" or "Split Shift" bonus as described in Appendix A, Note B(1), of this MOU.

In accordance with Section 4.127 of the LAAC, "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchildren, step-parents, step children of any employee of the City, the domestic partner of an employee, a household member (any person residing in the

immediate household of the employee at the time of the illness or injury), and the following relatives of an employee's domestic partner: child, grandchild, mother and father.

- c. 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 working days for each occurrence of a death in the employee's immediate family.

For the purpose of this subsection, 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" or "Split Shift" bonus as described in Appendix A, Note B(1), of this MOU.

In accordance with Section 4.127.1 of the LAAC, "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, step-parents, step-children, foster parents, foster children, 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.

Section II - Intermittent Employees (less than 1040 hours per year; or not eligible for half-time employment based on criteria described in Section I above)

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 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:

- a. Sick leave;
- b. Urgent personal business, subject to approval of the supervisor;
- c. Holidays, if an employee is not eligible for holiday pay pursuant to Article 6.3 of this MOU. However, in no event may an employee use compensated personal time off to meet the criterion in Article 6.3 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 may be accumulated for up to a maximum of 48 hours. Any time accumulated in excess of such amount shall be deemed waived and lost. There shall be no payment of any form for unused personal time off upon separation from City service for any reason. Employees who hold more than one intermittent position concurrently shall be eligible to accrue compensated personal time off in only one position. Employees who are paid per diem or by the session shall not be eligible to accrue compensated personal time off.

### Section III - Half-Time Employees With Prior Intermittent Status

Half-time employees who immediately prior to such appointment were on intermittent status and completed six 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 16 hours of unused compensated personal time off. Any unused personal time in excess of 16 hours shall be deemed waived and lost. Such employees shall immediately begin accruing sick leave, and shall become eligible to use sick leave at the appropriate prorated rate.

### Section IV - Intermittent Employees with Prior Half-Time Status

Intermittent employees who are receiving vacation benefits under Article 6.5 of this MOU shall not continue to accrue compensated personal time off as described in Section II of this Article.

## **ARTICLE 6.5**      **VACATION BENEFITS**

Notwithstanding any provision of Division 4, Chapter 6, Article 1 of the Administrative Code which may conflict, the following vacation benefits shall be provided to employees covered by this Memorandum of Understanding, in the manner herein provided:

### 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 July 1, 1997, "Anniversary Date" means the date twelve months following assignment to a regular corner as a regularly assigned Crossing Guard. Operative January 1, 1999, "Anniversary Date" means the date six 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 months following designation as a half-time employee, in accordance with Article 8.1.
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 No. 2 above, and who has been an active member of the Los Angeles City Employees' Retirement System (LACERS) for at least six months during the vacation year.

b. Annual Vacation Benefit:

Eligible employees, as herein defined, 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:

Eligible employees herein shall accrue vacation in accordance with the following schedule:

Years of Service as a Crossing Guard for the City of Los Angeles	Vacation Accrual Rate
Less than six months	0
6 months but less than 5 years	88 hrs.
5 years but less than 13 years	136 hrs.
13 years but less than 14 years	144 hrs.
14 years but less than 15 years	152 hrs.
15 years but less than 16 years	160 hrs.
16 years but less than 17 years	168 hrs.
17 years but less than 18 years	176 hrs.
18 years but less than 19 years	184 hrs.
19 years but less than 25 years	192 hrs.
25 years and thereafter	200 hrs.

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 said year.

d. Vacation Schedules:

The parties agree that the granting of vacation time and the development of vacation schedules for employees covered by this Memorandum of Understanding 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 herein as Appendix "D".

e. Active Military Service – Vacation Accrual during Leave and Cash-Out of Accrued Vacation at Commencement of Leave:

Unit members called into active military service (other than temporary military service) shall, following their qualifying for vacation based on the above-described criteria, 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 time as of the date of the commencement of

their military leave. Such request 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 his/her leave of absence. Military orders or other evidence of call-up into the armed forces of the United States must be submitted with the request.

## **ARTICLE 6.6      FAMILY AND MEDICAL LEAVE**

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

During the term of this MOU, up to four (4) months (nine (9) pay periods) of family or medical leave shall be provided to eligible unit employees for purposes of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 6.4), upon request of the employee, or designation by Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

An employee may take leave under the provisions of this Article if he/she has a serious health condition that makes him/her unable to perform the functions of his/her position.

Leave under this provision shall not exceed four (4) months (nine (9) pay periods) in the aggregate during a twelve (12) month period regardless of the number of qualifying incidents. A qualified employee's 12-month period shall begin on the first day of leave taken. A succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous twelve 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) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) for purposes of bonding. (See Section IV of this Article.)

### **II. Definitions**

- A. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
- B. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said 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 mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for and financially support a child, or in the case of an employee who had such 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 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.



### III. Eligibility

- A. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least 12 months and who have worked a minimum of 1,040 hours in the 12 months immediately preceding the beginning of the leave.

**Exception:** In accordance with Pregnancy Disability Leave 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) of leave if disabled due to pregnancy.

- B. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or for the foster care of a child. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to care for a seriously ill parent. However, the aggregate leave to which both are entitled is limited to the time allowed for only one employee.

Each employee must notify his/her department at the time such concurrent leave is requested, including the name and department of the other employee. Such notification also must include the starting and ending dates of the time period for which each employee is requesting leave.

This time limitation shall not apply to leaves taken by one spouse or domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

### IV. Conditions

- A. **Pregnancy** - 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 ("bonding") of childbirth may be taken before or after delivery.

In accordance with Pregnancy Disability Leave under the California FEHA, employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine (9) pay periods) of leave, with medical certification certifying the employee as unable to work due to a pregnancy-related condition. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of the child. Pregnancy leave under the federal Family and Medical Leave Act shall run concurrently with Pregnancy Disability Leave under the FEHA, and must be concluded within one year of the child's birth.

Employees (either parent) are also eligible for family leave (“bonding”) under the California Family Rights Act, which shall be limited to four months (nine\_(9) pay periods) and must be concluded within one year of the child’s birth. (The administration of such leave shall be in accordance with Section III.B and IV.F of this Article.)

- B. **Adoption** - The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also 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 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 or designated by Management.
- E. A **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 days involving continuing treatment by or under the supervision of a health care provider; or
  - 3. Any period of incapacity (or treatment therefor) 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 or more than three 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

his/her 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 of the Los Angeles Administrative Code 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 weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but less than two 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 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) 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. **Workers' Compensation/IOD** - An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A of this Article shall automatically be considered to be on family/medical leave, effective the first day of the employee's absence.
- J. Management has the right to request and 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.
- K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

## V. Notice Requirements

### A. Employee

When an employee requests family or medical leave, he/she 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 employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such 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 designate leave, paid or unpaid, 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%) 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 3, 4, and 5 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% 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. At the eligible employee's discretion, accrued sick leave may be used up to the annual maximum allowed for Family Illness in accordance with Article 6.4 of this MOU. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, and 5 below.

3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% 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% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
2. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
3. Accrued vacation time.
4. Unpaid leave.

**VII. Sick Leave Rate of Pay**

Payment for all sick leave usage under the provisions of this Article shall be at the regular accrued rate of 100% or 75% as appropriate.

**VIII. Monitoring**

The City shall maintain such records as are required to monitor the usage of leave provided under this Article. Such records will be made available to the Union upon request.

It is the intent of the parties that the administration of this Article shall 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.

**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 nominated and selected to serve on the Grand Jury of Los Angeles County shall, for those days during his/her 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 of the Los Angeles Administrative Code.

**ARTICLE 7.2**      **CIVIC DUTY**

Whenever an employee is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his/her normal working period, unless the employee is a party to the litigation or an expert witness, shall be granted pay in the amount of the difference between the employee's regular earnings and any witness fees. The absence of an employee for the purpose of serving as a witness during his/her scheduled working period shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the Administrative Code.

**SECTION 8.0**      **RETIREMENT**

**ARTICLE 8.1**      **RETIREMENT BENEFITS**

A. Benefits

Retirement benefits for employees covered by this Memorandum of Understanding shall be subject to all current provisions of the City Charter, the Los Angeles Administrative Code and the rules of the Los Angeles City Employees Retirement System (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:

Effective January 1, 2005, part-time employees in the class of Crossing Guard shall be eligible for enrollment in LACERS upon becoming half-time employees. Notwithstanding Los Angeles Administrative Code Section 4.110, half-time employment is defined as (1) one period of 12 consecutive months of at least 1,040 compensated hours, or (2) two continuous 12-month periods (24 consecutive months) of at least 1,000 compensated hours during each of the two consecutive 12-month periods. Said compensated hours shall include any "Last Shift" or "Split Shift" bonus hours paid during those periods of time.

B. Procedure for Benefits Modifications

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 Los Angeles City Employees' Retirement System are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the Los Angeles City Employees' Retirement System. Such modifications need not be included in the Memorandum of Understanding in order to be considered appropriately negotiated.

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 City

Administrative Officer 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.

If agreement is not reached between Management and the organizations representing a majority of the members in the Los Angeles City Employees' Retirement System as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

**SECTION 9.0**            **TERMINATION REVIEW**

**ARTICLE 9.1**            **REVIEW PROCEDURE: TERMINATION OF REGULARLY ASSIGNED OR LEAD CROSSING GUARDS; OR DEMOTION OF LEAD CROSSING GUARDS**

1. The following procedure shall apply to regularly assigned Crossing Guards who are terminated following completion of a minimum of 520 hours of work on a "regularly-assigned corner,"<sup>(1)</sup> and to Lead Crossing Guards who are terminated or demoted from their lead assignment.

<sup>(1)</sup>For purposes of this procedure, "regularly-assigned corner" means: a corner designated by management to be staffed by a regularly assigned Crossing Guard. This procedure shall not apply to Crossing Guards who are not regularly assigned, as herein defined.

2. Within 10 calendar days following written notice of termination to a regularly assigned Crossing Guard, or written notice of termination or demotion to a Lead Crossing Guard, the union may request, in writing, to meet with the Departmental Personnel Officer or designee, to discuss the termination or demotion, as the case may be.

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 said meeting, the Departmental Personnel Officer or designee shall notify the Crossing Guard and union representative of the department's decision based on the meeting.

3. 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 said 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.
4. The General Manager or designee shall submit a written decision regarding the termination or demotion 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.
5. The written decision of the General Manager or designee shall be final, and no further review of the termination or demotion shall be permitted.

6. In the event the General Manager determines that the termination or demotion should be reversed, the General Manager shall determine whether back pay and benefits shall be paid.
7. Pursuant to Charter Sec. 111, nothing in the establishment of this limited review procedure alters the at-will employment status of a Crossing Guard whether "regularly assigned" or not. Similarly, nothing in the establishment of this procedure creates a property interest right for any Crossing Guard, whether "regularly assigned" or not.



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.

California Teamsters Public Professional  
and Medical Employees Union, Local 911  
Crossing Guard Unit

City of Los Angeles  
Representatives

Ray Whitmer  
Raymond Whitmer

12/6/07  
Date

Karen L. Dixon 12/10/07  
City Administrative Officer Date

Carlos Rubio  
Carlos Rubio

12/6/07  
Date

[Signature] 12/06/07  
Department of Transportation Date

[Signature]

12/6/07  
Date

FOR THE CITY ATTORNEY

Alma Mendoza

12/06/07  
Date

[Signature] 12/6/2007  
Date

[Signature]

12/6/07  
Date

[Signature]

12-6-07  
Date

[Signature]

12-6-07  
Date

## APPENDIX A

Operative the effective dates indicated, employees in the class of Crossing Guard, Code 3180, shall be compensated at the rates listed below:

<u>Effective Date</u>	<u>Hourly (Flat) Rate</u>
July 1, 2007	\$12.05
January 1, 2008	\$12.29
July 1, 2008	\$13.01
July 1, 2009	\$13.77
January 1, 2010	\$14.15
July 1, 2010	\$14.47
January 1, 2011	\$14.87
July 1, 2011	\$15.20
January 1, 2012	\$15.62

### Notes:

- A. Any employee in the class of Crossing Guard, 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 thirty cents (30¢) per hour above the hourly flat rate for the class.
- B. (1) Last Shift Bonus - Any employee in the class of Crossing Guard, Code 3180, who is required to work the last shift of a work day, shall receive, in addition to all other regular and premium compensation, one additional hour of compensation at the employee's prescribed hourly rate for each day so assigned. In no event shall the employee receive more than one "Last Shift Bonus" for each such day worked.

Split Shift Bonus - Effective July 1, 2007 through June 30, 2012, any employee in the class of Crossing Guard, Code 3180, who is assigned to work at a corner that has had a middle shift eliminated as a result of implementation of a full-day kindergarten schedule by the Los Angeles Unified School District (LAUSD) by a private school or shall receive, in addition to all other regular and premium compensation, one additional hour of compensation at the employee's prescribed hourly rate for each day so assigned, provided that the employee works both the first and last shifts on that day. In no event shall the employee receive more than one "Split Shift Bonus" for each such day worked. In the event that LAUSD or a private school changes the full-day Kindergarten schedule to a partial-day schedule, requiring the restoration of a middle shift at a corner, then the Split Shift Bonus at that corner will be eliminated effective the date of the restoration of the middle shift.

If eligible based on the criteria described above, employees shall be entitled to receive both the Last Shift Bonus and the Split Shift Bonus on the same day.

- (2) Any employee in the class of Crossing Guard, Code 3180, who performs the function of lead guard, shall be eligible to receive a "last shift" bonus as described in Note B(1) above, except in the event that the employee's hours worked for that day is eight hours while the work schedule for that same day encompasses nine hours or less.
  
- C. Any employee in the class of Crossing Guard, Code 3180, who is designated by management to perform the duties of a Lead Guard on a regularly assigned basis shall receive two dollars (\$2.00) per hour in addition to all other regular and premium compensation, while assigned.

## **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 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 thirty (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 without pay and method of reporting such absences.

#### GENERAL

An authorized absence is an absence from work with the written permission of the employee's Senior Traffic Supervisor I.

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

1. Short term Absence - 7 calendar days or less: Employee may request a short term absence. The request must be in writing. An extension may also be requested, subject to prior approval of the Senior Traffic Supervisor I.
  - a. Such absence must be for a valid reason, such as, emergencies, family illness, bereavement leave, personal reasons. Documentation is required to support the request.
  - b. Notification of intended absences must be submitted in advance and authorized by the appropriate supervisor, except in cases of emergencies. Short term absences shall be requested by submission of "Request for Protection of Assignment."
2. Long-term Absences:
  - a. Employees eligible for Family and Medical Leave, as provided in Article 6.6 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 months (nine (9) pay periods) absence/leave in a 12 month period, and for their own pregnancy-related leave, up to eight months (nine (9) pay periods for the disability portion and nine (9) pay periods for bonding) absence/leave in a 12-month period. Said leave must be taken in accordance with the provisions of Article 6.6.

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 months (nine (9) pay periods) of continuous absence only for personal medical reasons.

At the expiration of the four-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. Upon the employee's return to work, a medical examination will be required by the City Examining Physician.
- e. Long-term absences must be requested in advance by submitting a "Request for Protection of Assignment" form along with a completed physician's verification to the Area Supervisor.

#### PROTECTION OF ASSIGNMENT - SHORT TERM ABSENCES

- a. Seven days or less: Employee may return to regular assignment.
- b. Absences of eight to 30 days: At management's discretion, the employee may be returned to regular assignment or to the alternate pool.
- c. Any absence over 30 days would result in automatic separation from City service.

#### PROTECTION OF ASSIGNMENT - LONG TERM ABSENCE

Notwithstanding the below, any regularly assigned Crossing Guard who is injured on the job as a result of being hit by a vehicle, and is absent more than 60 days, shall be offered the first available regular assignment within his/her previous regular area of assignment.

- 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 for employees not eligible for Family/Medical Leave benefits: Employee will return to alternate pool.
- d. Absences of 120 to 180 days: Employee will return to alternate pool.
- e. Absences of more than 180 days will result in automatic separation from City service.

## **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 weeks for requesting vacation. Such 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 two 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 two 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 AGREEMENT**  
**2007-2012 MEMORANDUM OF UNDERSTANDING**  
**Mutual Commitment to LA's Future**

The City of Los Angeles and the California Teamsters Public, Professional and Medical Employees Union, Local 911, have concluded negotiations for the Memoranda of Understanding effective July 1, 2007 through June 30, 2012. This is a historic contract because it was reached through the mutual gains process and addresses critical issues that both parties identified as key interests that had to be resolved during the term of this contract. In order to address those issues effectively, a five year contract was essential. However, the parties recognize that due to the extended term of the contract and the uncertainty both positive and negative of: the local economy, city revenue, revenue from state and federal budgets and adverse litigation, it is essential that both parties maintain the ability to address these uncertainties.

The first uncertainty faced by the parties is the potential adverse revenue implications of a negative ruling in the Telephone User Tax (TUT) litigation. In the event the TUT litigation ruling is unfavorable to the City of Los Angeles and an alternate replacement revenue source is not approved by the voters, the parties to this agreement will meet, using the mutual gains process, to identify the implications of the revenue loss, alternatives to address the revenue loss and viable solutions within the control of the parties.

To address future uncertainties, the parties agree to meet at a minimum every six months to review the City's overall revenue and expenditure forecasts. The revenue forecasts that shall be used as the baseline for this discussion shall be the City's initial Five-Year Budget Forecast for 2007-08 (contained in CF# 07-0600-S43 issued 8/9/07). If City revenue declines by 1% or more in the aggregate the parties will meet, using the mutual gains process, to identify the implications of the revenue loss, alternatives to address the loss and identify viable solutions within the control of the parties.

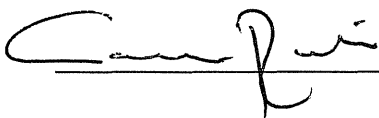
This letter of agreement does not confer the right to modify the terms and conditions of this MOU or to restrict the rights the parties have by law.

**Economic Reopener**

At the time the Controller closes the books on FY 2009-10, if the actual revenue collected for FY 2009-10 has increased by 3% over the revenue projection of 4.4% (as stated in the CAO's initial Five-Year Budget Forecast for 2007-08, issued 8/9/07), the parties will use the Mutual Gains process to discuss adjusting the 2.25% COLA upward effective 7/1/2010.


At the time the Controller closes the books on FY 2010-11, if the actual revenue collected for FY 2010-11 has increased by 3% over the revenue projection of 4.4% (as stated in the CAO's initial Five-Year Budget Forecast for 2007-08, issued 8/9/07), the parties will use the Mutual Gains process to discuss adjusting the 2.25% COLA upward effective 7/1/2011.

FOR THE UNION:



12/10/07  
Date

FOR THE CITY:

  
Karen L. Sisson  
City Administrative Officer

12/10/07  
Date

## GAINS SHARING JLMC

As part of the Mutual Gains process used to negotiate this agreement, the Coalition of City Unions and the City of Los Angeles agree that during the course of this contract, members of the Coalition will generate \$25 million in annual, ongoing, and verifiable savings or new operational revenue. Those savings generated by and vetted through the Gains Sharing Committee shall count towards the \$25 million target. One-time savings will be credited to the Gains Sharing JLMC. Savings towards the gains sharing goal for workers' compensation and health care costs will be credited for cost reductions below the trend line included in the CAO's First Financial Status Report (dated August 9, 2007, CF# 07-0600-S43).

The City and Coalition agree to create a Joint Labor-Management Committee on Gain Sharing. This Committee will meet regularly to consider, and as appropriate recommend to the City Council, (1) ideas and implementation strategies for improving City services, (2) new operational revenue, or (3) cost savings opportunities. The committee will jointly develop operating principles, objectives, benchmarks, and measures of effectiveness.

Parties agree that the \$25 million will serve as the basis for the flex dollars to be apportioned on 1/1/2012 as part of the general economic framework in Coalition MOUs.

Any funds generated through Gain Sharing in excess of \$25 million will be allocated as determined by the JLMC on Gain Sharing Committee, subject to approval by the City Council.

The Gains Sharing Committee will report semi-annually to the EERC on progress made on all cost savings. The table below provides goals for total annual, ongoing savings.

SAVINGS CATEGORY	FISCAL YEAR				
	2007-08	2008-09	2009-10	2010-11	2011-12
One-Time	TBD				
Annual, Ongoing (in million)	\$0.25	\$6	\$12	\$18	\$25
Total Annual	TBD				
To Date	TBD				

TA  
KJH  
9/30/07

TA  
CP  
9/30/07

SW  
9/30/07

C.R.  
9/30/07

MF  
9/30/07

## IMPLEMENTING MUTUAL GAINS BARGAINING

TA  
KJH  
9/30/07

The City of Los Angeles and the Coalition of City Unions agree to create the following Joint Labor-Management Committees and provide staff support as needed. Each committee will report periodically to the Council and may request funding for programs supported by the Committee.

TA  
9/30/07  
CP

### 1. SAFETY COMMITTEE

The purpose of the Safety JLMC is to promote a safe and healthful workplace, to reduce accidents, injuries and overall economic liabilities. The Committee will review and analyze injury, illness, and accident rates and trends both citywide and by individual unit, class, and workplace and will coordinate with unit-based safety committees. The work of the Committee will include making recommendations on training, work site and facilities safety, and safety equipment. Additionally, the committee will monitor savings and will report such savings to the Gains Sharing Committee.

DPW  
09/30/07

L.R.  
9/30/07

### 2. PART-TIME WORKERS COMMITTEE

The JLMC on Part-Time workers will be formed and focused within the Department of Recreation and Parks, with representatives from the CAO and the Personnel Department. The JLMC on Part-Time Work will identify positions which could be transitioned to half time, develop career ladders for part-time workers, and identify opportunities to consolidate part-time positions to full time and identify budgetary impediments to transitioning part-time workers. Where applicable, procedures developed in the Part-Time Committee will serve as a model for all City Departments.

MEF  
9/30/07

3.

### BONUS AND CODES COMMITTEE

The JLMC on the Bonus and Codes Committee will analyze the City's system of bonuses and special pay. The objective of the Committee is to review and simplify the City's bonus system while providing incentives to improve work processes and recruit and retain quality workers. The Bonus and Codes Committee will send recommendations to the City Council as proposed amendments to labor MOUs. This committee will meet with the goal of enacting initial changes by March 15, 2008.

LETTER OF INTENT

The Coalition of Unions and City Management have engaged in the mutual gains process to reach resolution on Memoranda of Understanding (MOU). The parties agree to continue the mutual gains process in the Part-Time Subcommittee as it relates to addressing the issue of reviewing the termination of part-time employees.

Cheryl Parisi  
Cheryl Parisi

09/30/07  
Date

Karen J. Sisson  
Karen Sisson

9/30/07  
Date

Julie Butcher  
Julie Butcher

09/30/07  
Date

Carlos Rubio  
Carlos Rubio

9/30/07  
Date

**LETTER OF INTENT  
2007-2012 MOU No. 34 Crossing Guard Unit**

**EXPANDED BELL SCHEDULE**

In accordance with negotiations for the Crossing Guard Unit Memorandum of Understanding (MOU) No. 34 for the period July 1, 2007 through June 30, 2012, the undersigned parties agree to the following expanded bell schedule:

- Effective January 1, 2008 – the bell schedule for 40 corners serving schools participating in the "Ready, Set, Go" program will be modified to begin 15 minutes before the start of the Ready, Set, Go program (morning only).
- Effective July 1, 2008 – the bell schedule for 100 non-Ready, Set, Go corners will be modified to expand the morning and afternoon shifts by an additional 15 minutes in the morning (45 minutes before first bell or breakfast, instead of current 30 minutes) and an additional 15 minutes in the afternoon (60 minutes after last bell, instead of current 45 minutes).

The undersigned parties further agree to the establishment of an Expanded Bell Schedule ad hoc subcommittee of the existing Department of Transportation and Teamsters Local 911 Joint Labor-Management Committee, to be utilized in determining (identifying and selecting) the specific corners to be included in the bell schedule expansions listed above. The Expanded Bell Schedule ad hoc subcommittee shall be comprised of the following members:


- Captain of the Crossing Guard Program
- Lieutenant of the Crossing Guard Program
- Teamster, Local 911, Business Representative
- Union Steward, Lead Crossing Guard
- Union Steward, Crossing Guard

FOR THE UNION:

  
\_\_\_\_\_  
Raymond B. Whitmer, Secretary-Treasurer  
California Teamsters, Local 911

2/25/08  
Date

FOR THE DEPARTMENT OF TRANSPORTATION:

  
\_\_\_\_\_  
Rita L. Robinson, General Manager  
Department of Transportation

3/14/08  
Date

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

Date: March 13, 2008

To: Laura N. Chick, Controller  
Attn: Rushmore Cervantes, Chief Deputy Controller

From:  Tom Coultas, Assistant City Administrative Officer  
Office of the City Administrative Officer

Subject: **2007-2012 MEMORANDUM OF UNDERSTANDING FOR THE CROSSING  
GUARD UNIT (MOU 34) – TECHNICAL CORRECTION**

Please make the following technical correction to the 2007-2012 Memorandum of Understanding for the Crossing Guard Unit (MOU 34), as shown below. This correction is necessary to show the correct effective dates and methodologies to be used in calculating the qualifying period for half-time employment during the term of the 2007-2012 MOU 34. The City Attorney has determined that this constitutes a technical correction to the MOU.

**ARTICLE 8.1    RETIREMENT BENEFITS**

A. Benefits

**DELETE:**

Effective January 1, 2005, part-time employees in the class of Crossing Guard shall be eligible for enrollment in LACERS upon becoming half-time employees. Notwithstanding Los Angeles Administrative Code Section 4.110, half-time employment is defined as (1) one period of 12 consecutive months of at least 1,040 compensated hours, or (2) two continuous 12-month periods (24 consecutive months) of at least 1,000 compensated hours during each of the two consecutive 12-month periods. Said compensated hours shall include any "Last Shift" or "Split Shift" bonus hours paid during those periods of time.

**ADD:**

Effective January 1, 2005 through December 31, 2007, part-time employees in the class of Crossing Guard shall be eligible for enrollment in LACERS upon becoming half-time employees. Notwithstanding Los Angeles Administrative Code Section 4.110, half-time employment is defined as (1) one service year of at least 1,040 compensated hours, or (2) two continuous service years of at least 1,000 compensated hours during each of the two years. Said compensated hours shall exclude any "Last Shift" or "Split Shift" bonus hours.

Effective January 1, 2008, part-time employees in the class of Crossing Guard shall be eligible for enrollment in LACERS upon becoming half-time employees. Notwithstanding Los Angeles Administrative Code Section 4.110, half-time employment is defined as (1) one period of 12 consecutive months of at least 1,040 compensated hours, or (2) two continuous 12-month periods (24 consecutive months) of at least 1,000 compensated hours during each of the two consecutive 12-month periods. Said compensated hours shall include any "Last Shift" or "Split Shift" bonus hours paid during those periods of time.

Thank you for your assistance in this matter. Please submit any questions to Carolyn Cooper at (213) 978-7636 or via e-mail at [Carolyn.Cooper@lacity.org](mailto:Carolyn.Cooper@lacity.org).

*TC:CEC:mbg42*

cc: Zna Houston, City Attorney's Office  
Raymond Whitmer, Teamsters Local 911  
Carlos Rubio, Teamsters Local 911  
Steve Bickel, DOT  
Katherine Taylor, DOT  
Robert McNeal, Controller's Office  
Amy Arceno, Controller's Office  
N. Andrew Vaughn, Controller's Office