MEMORANDUM OF UNDERSTANDING

CROSSING GUARD EMPLOYEES

A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE CROSSING GUARD EMPLOYEES.

An Agreement of the undersigned representatives of the Crossing Guard Employees and the representatives of the City of Torrance (City) that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions for the period of April 20, 2025 through June 30, 2028 and was reached through agreement of the undersigned parties.

Signed this 22rd day of April, 2025

Management

Ian Dailey

Ian Dailey

Jamie Le

Crossing Guards

David Inez

Kenny Evans

Robert Castrellon

Bob Adams

RESOLUTION 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH THE WAGES, HOURS AND WORKING CONDITIONS FOR CROSSING GUARD EMPLOYEES FOR THE PERIOD FROM APRIL 20, 2025 THROUGH JUNE 30, 2028, AND REPEALING RESOLUTION NO. 2023-57

The City Council of the City of Torrance does hereby resolve as follows:

SECTION I

That Resolution No. 2023-57 is hereby repealed in its entirety.

SECTION II

The following compensation procedure for Crossing Guard Employees is hereby approved in its entirety to read as follows:

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ARTICLE 1 - INTRODUCTION

SECTION 1.1 PREAMBLE

The following is the agreement regarding wages, hours and working conditions between the representatives of Management and the Crossing Guard employees. Each section of this agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

SECTION 1.2 OBLIGATION TO MEET AND CONFER

Although nothing in this agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement, it is understood and agreed that neither party may require the other party to meet and confer on any subject matter covered herein or with respect to any other matter within the scope of representation during the term of this agreement.

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 METHODS OF COMPENSATION

Compensation shall be earned on an hourly basis and payments due shall be paid on a bi-weekly basis unless otherwise specified in this agreement. By mutual consent of the parties, more frequent payments and other modifications can be made.

SECTION 2.2 SALARY RANGES AND CLASS TITLES

A. The pay grades described below are hereby assigned to the position titles of Crossing Guards.

Effective April 20, 2025

Pay Ranges	Basis	Step 1
Crossing Guard	Hourly	$17.58

Effective July 13, 2025

Pay Ranges	Basis	Step 1
Crossing Guard	Hourly	$18.29

Effective July 12, 2026

Pay Ranges	Basis	Step 1
Crossing Guard	Hourly	$19.03

Effective July 11, 2027

Pay Ranges	Basis	Step 1
Crossing Guard	Hourly	$19.80

ARTICLE 3 - SUPPLEMENTAL BENEFITS

SECTION 3.1 UNIFORM PROVISIONS

A. New employees shall receive a uniform purchase allowance of $125 to be paid at the time of entrance to the position. Each new employee will also receive a voucher for up to $150 to be used toward the purchase of a uniform required for this position. Substituting Crossing Guards are excluded from the uniform allowance.

   1. Should the employee separate from the City in the first nine months of employment, one-half of the uniform purchase allowance shall be reimbursed by the employee to the City.

B. The City shall pay employees covered by this resolution a uniform allowance of $100, four times a year (October, December, March, June) beginning on the second year of service if they meet the following qualifications:
   1. Employees must be active at the time allowance is being issued.
   2. Employees must work at least 1 hour or use 1 hour of sick leave in the month prior to the distribution of the allowance.

C. Rain gear will be provided as needed by the Police Department at no cost to the bargaining unit.

D. All members of this bargaining unit must wear as a uniform requirement the Police Department's required head wear.

Failure to wear the required uniform shall be grounds for disciplinary action.

SECTION 3.2 AUTHORIZED LEAVE

Employees with more than two years of continuous service as a Crossing Guard shall be entitled to 25 hours per fiscal year of leave with pay, to be taken at a time mutually agreeable to the City and the employee.

Said leave must be taken on a fiscal year basis and shall not otherwise be accruable nor shall it have any monetary value if unused. The procedure for taking leave shall be prescribed by departmental rules and regulations.

All regularly assigned Crossing Guards (not substitutes) are entitled to four (4) hours pay on the Thursday and Friday of the week of spring break for the TUSD, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, Lincoln's Birthday and

President's Day.

A. To be eligible, an employee must work at least 1 hour or use 1 hour of sick leave during the pay period or pay period prior to the holiday.

SECTION 3.3 SICK LEAVE

A) New employees shall receive 40 hours of sick leave upon hire. Commencing on the first pay period of each calendar year, employees will receive 40 hours of sick leave.

B) After a 90-day employment requirement is satisfied, part-time employees are eligible to use paid sick leave to a maximum of 96 hours per year.

C) Employees may bank up to a maximum of 96 hours of Sick Leave.

D) If an employee separates after 90 days of employment and is rehired within one year from the date of separation, the paid sick leave balance at the time of separation will be reinstated. The employee will not have to re-satisfy the 90-day employment period in order to use the banked sick leave.

E) If an employee separates before 90 days of employment and is rehired within one year, the paid sick leave balance at the time of separation will be reinstated, and the employee will be subject to meeting the 90-day requirement before being able to use the sick leave benefit.

F) Banked sick leave may not be converted or cashed out if unused or upon separation from employment. However, if an employee is promoted to another position the sick leave balance will carry over to the new position.

SECTION 3.4 GROCERY CERTIFICATES

Every year on the first pay period of November, employees will be given a grocery certificate for $140 for groceries from the City. The City will purchase the certificates and distribute the certificates.

SECTION 3.5 JOINT LABOR-MANAGEMENT TEAM

The parties agree to set up a labor/management committee for the purpose of discussing issues relating to Crossing Guards including but not limited to working conditions, benefits, and manpower issues. The committee shall meet no less than two times during the term of this agreement. Either party may schedule a meeting with advanced notice.

ARTICLE 4 - WORKING CONDITIONS

SECTION 4.1 HOURS OF WORK

Hours of work shall be at the discretion of the Department Head. Regularly assigned employees shall be scheduled for a minimum of 20-hours per week. Representatives of the Crossing Guards shall be consulted regarding any change in the scheduling policy which was in effect during Fiscal Year 1980--81.

SECTION 4.2 PERSONNEL

A. Each employee covered by this agreement shall receive a copy of all actions pertaining to them taken by the supervisor, the department or the City.

B. Representatives of the Crossing Guard employees shall be consulted regarding all policy-making

decisions covering wages, hours and other conditions of employment. Crossing Guards do not waive any rights to meet and confer as allowable under the law.

Advance notice of all such meetings shall be presented to the Crossing Guard employees so that proper arrangements can be made for attendance. When attending said meeting, the employees representing the Crossing Guard employees shall be compensated at their regular hourly rate.

SECTION 4.3 INDUSTRIAL SAFETY

It is the responsibility of the City to make every reasonable effort to provide and maintain a safe and healthy place of employment. It is the responsibility of the Crossing Guard employees to support employee conformance to the safety rules and administrative policies of the City relating to safety, health and industrial injury.

Employees covered by this agreement shall receive temporary disability pay pursuant to the California State Labor Code, Section 4656 as amended, when a job-connected injury occurs.

SECTION 4.4 JURY DUTY

An employee who is summoned for jury service shall be covered in compliance with the City's Policy on Leaves of Absence. During the term of this agreement, if it is determined that any benefit was granted under the previous agreement and was not included in the City's Policy on Leaves of Absence, the benefit shall be incorporated into the Policy.

SECTION 4.5 EMPLOYEE INFORMATION

A. The City and the Crossing Guard employees agree that both parties have a crucial role in the development and implementation of equal opportunities. Both parties mutually accept responsibility for carrying out these provisions of this agreement.

B. The parties agree to cooperate actively and positively in supporting the concept of affirmative action designed to accomplish equal opportunity for all employees and to seek employment situations. The City agrees to provide encouragement, assistance and appropriate training opportunities so that all employees may utilize their abilities to the fullest extent.

C. The provisions of this agreement shall be applied equally to all employees in the representation unit without discrimination as to age, sex, marital status, race, color, creed, religion, sexual orientation, national origin, handicap, union affiliation or political affiliation.

SECTION 4.6 BEREAVEMENT LEAVE

An employee may utilize Bereavement Leave in compliance with the City's Policy on Leaves of Absence in accordance with State Law. During the term of this agreement, if it is determined that any benefit was granted under the previous agreement and was not included in the City's Policy on Leaves of Absence, the benefit shall be incorporated into the Policy.

SECTION 4.7 LEAVE OF ABSENCE

An employee may file a Request for Leave in compliance with the City's Policy on Leaves of Absence in accordance with State and Federal Laws. During the term of this agreement, if it is determined that any benefit was granted under the previous agreement and was not included in the City's Policy on Leaves of Absence, the benefit shall be incorporated into the Policy.

SECTION 4.8 COMPASSIONATE LEAVE

An employee may utilize Compassionate Leave in compliance with the City's Policy on Leaves of Absence. During the term of this agreement, if it is determined that any benefit was granted under the previous agreement and was not included in the City's Policy on Leaves of Absence, the benefit shall be incorporated into the Policy.

SECTION 4.9 FAMILY-SCHOOL PARTNERSHIP LEAVE

An employee may utilize Family-School Partnership Leave in compliance with the City's Policy on Leaves of Absence and in accordance with State Law. During the term of this agreement, if it is determined that any benefit was granted under the previous agreement and was not included in the City's Policy on Leaves of Absence, the benefit shall be incorporated into the Policy.

SECTION 4.10 PERFORMANCE EVALUATION

A performance evaluation shall be done for each employee covered by this agreement based on the anniversary date of hire or rehire. Performance shall be rated as "unsatisfactory, below standard, standard, above standard, or outstanding."

SECTION 4.11 SENIORITY

Newly appointed crossing guards will be placed on substitute status until a permanent position becomes available. Assignment to a permanent post will be done by seniority.

SECTION 4.12 DEFERRED COMPENSATION

A. Upon hire, employees deemed non-contributory members by CalPERS will be automatically enrolled in the City's mandatory deferred compensation plan at the rate of 7.5% of gross compensation.

B. Employees that are deemed contributory members by CalPERS shall be eligible to participate in a City administered deferred program consisting of a deferred compensation plan.

ARTICLE 5 - GRIEVANCES

SECTION 5.1 DEFINITION

A grievance is a complaint by one or more employees concerning the application or interpretation of the provisions within the scope of this agreement affecting the employee(s) wages, hours and working conditions.

SECTION 5.2 SCOPE

This procedure shall be used to resolve every grievance for which no other methods of solutions are required by law.

SECTION 5.3 PROCEDURE

A. First Step: Supervisory Level
   1. The aggrieved employee(s) shall meet and consult with the employee's immediate full-time supervisor
   2. The grievance may be presented orally or in writing.

B. Second Step: Division Head Level
   1. If the grievance is not resolved within five working days of the proceedings in Step 1, the employee(s) may appeal to the Division Head.
   2. Forms to file such a grievance are provided by the City.
   3. The aggrieved employees(s) and/or representative shall meet and consult with the employee's Division Head.

C. Third Step: Department Head Level
   1. If the grievance is not resolved within five working days of the completion of Step 2, the employee(s) may appeal to the Department Head.
   2. Forms to file such a grievance are provided by the City.
   3. The aggrieved employee(s) and/or representative shall meet and consult with the employees Department Head.

D. Fourth Step: Advisory Arbitration
   1. If the grievance is not resolved in Steps 1, 2 or 3, and involves discharge, the employee may, within five working days of completion of Step 3, present the grievance in writing to the Human Resources Administrator for processing for advisory arbitration. Failure of the employee to take this action will constitute termination of the grievance.
   2. The scope of advisory arbitration of a grievance shall be limited to disciplinary discharge.
   3. Within five working days after receipt of an appeal, the City Manager shall call the parties together for the selection of the advisory board.
   4. The advisory board shall be made up of one member chosen by Management and another chosen by the aggrieved employee and a third who will be chairman. The third member of the board shall be impartial, and if the parties cannot agree upon the chairman, the chairman shall be selected from a list of nine names submitted by the American Arbitration Association or the State Conciliation Service. If the agreement cannot be reached from among these names, each of the parties shall strike names from the list in rotation until only one name remains. Priority in striking shall be decided by the flip of a coin.
   5. The recommendation of the board shall be made to the City Manager and shall be only advisory. A copy shall be provided to the employee(s).

SECTION 5.4 GENERAL PROVISIONS - GRIEVANCES

A. All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his representative and the Management representative involved.

B. A grievance shall be considered untimely if not presented by the employee(s) within thirty calendar days of the alleged grievance.

C. Written grievances shall be on a form provided by the City.

D. The aggrieved employee(s) and representative shall be allowed reasonable time to participate in the grievance proceedings without the loss of pay for the time so spent.

E. Cost of the arbitrator shall be shared equally by the City and the grieving employee(s).

ARTICLE 6 - SECURITY PROVISIONS

SECTION 6.1 DUES CHECKOFF

Crossing Guards are authorized to use payroll deductions for collecting employee organization dues

and insurance on a monthly basis.

A. The following agency shop provision shall apply to employees in all classifications listed in this agreement.

1. No later than thirty (30) days from the beginning date of employment each employee shall either become a member of the Crossing Guards or pay to the Crossing Guards a service fee of ninety percent (90%) of the monthly dues and general assessments of the Crossing Guards.

   Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues to a non religious, non labor charitable fund exempt from taxation under Section 501 c (3) of the Internal Revenue code, chosen by the employee from the below list of funds.
   - Brotherhood Crusade
   - United Way
   - Mothers in Action

   An authorization card will be distributed by the Crossing Guards during the new employee orientation meeting.

B. The City will provide to the Crossing Guards a listing of all new employees, their classifications, departments and department \division telephone numbers within two weeks of their hire date.

C. The City shall deduct the dues, service fee or charitable contribution from the check issued during the second pay period of each month of each employee in the bargaining unit as specified by the Crossing Guards under the terms contained herein.

D. The Crossing Guards agrees to indemnify, defend and hold the City free and harmless from any and all liability and claims for damage by any persons including, but not limited to, employees in classifications covered by this agreement, regarding this section. It is also agreed that neither any employee nor Crossing Guards shall have made 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 City within thirty (30) calendar days after the date such deduction were or should have been made.

E. Any employee who has initially elected to pay a service fee or make a charitable donation instead of becoming a member of the Crossing Guards and subsequently desires to become a member in good standing of said organization may, without penalty, begin payment of full union dues beginning with the next payroll period and continue such membership during the effective life of this agreement.

F. Every employee represented by the Crossing Guards, upon hire by the City, shall be provided with a packet of information relevant to the Crossing Guards membership and organizational activities. Such packet, prepared by the Crossing Guards, shall include the name of the employee organization president and shall be approved by the City for relevant content prior to distribution.

G. The Crossing Guards shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Manager or his designee of the City of Torrance, and to 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 balance sheet and an operating statement, certified as to its

accuracy by its president and the secretary-treasurer or corresponding principal officer, or by a certified public account.

ARTICLE 7 - GENERAL PROVISIONS

SECTION 7.1 JOB ACTION

A. The Crossing Guards agree that during the term of this Memorandum of Understanding there shall be no strike, slowdown, blue flu or other concerted job action.

B. In the event of an unauthorized job action, the City agrees that there will be no liability on the part of the Crossing Guards, provided the employee organization promptly and publicly disavows such unauthorized job action, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations and provided further that the employee organization notifies the City in writing within forty-eight (48) hours after the commencement of such job action what measures it has taken to comply with the provisions of this section.

C. In the event such actions by the employee organization has not affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action.

SECTION 7.2 EMPLOYEE STATUS

For the purpose of step advancement and supplemental benefits, the determining factor shall be date of hire, not hours worked.

ARTICLE 8 - EFFECTIVE DATES

SECTION 8.1 PROVISION EFFECTIVE

This Agreement shall be effective from April 20, 2025 through June 30, 2028.

SECTION III SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

INTRODUCED, APPROVED AND ADOPTED this 22nd day of April, 2025.

_____
Mayor George K Chen

ATTEST:

_____
Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN, City Attorney

By:_____
Tatia Y. Strader, Assistant City Attorney