Council Meeting of
September 19, 2006

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: City Manager - Adopt RESOLUTION pursuant to a Memorandum of Understanding setting forth the hours, wages and working conditions for Crossing Guard Employees

Expenditure: 3.5% annual package from July 1, 2006 to June 30, 2007; one-time expenditure of .25% ($6,150)

RECOMMENDATION

The City Manager recommends that the City Council adopt a **RESOLUTION** pursuant to a Memorandum of Understanding setting forth hours, wages and working conditions for employees represented by Crossing Guard Employees for the period July 1, 2006 to June 30, 2007.

Funding

Funding is appropriated in the 2006-07 City budget wage reserve.

BACKGROUND/ANALYSIS

The 2006-2007 Memorandum of Understanding (MOU) is being brought forward after the City's Labor Negotiator and the Crossing Guard representatives concluded negotiations. The MOU represents a wage package within the City Council's instruction.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By _____
Olivia Lopez
Sr. Management Associate

CONCUR:

_____
LeRoy J. Jackson
City Manager

Attachment A: Crossing Guard Employees 2006-07 MOU

12E

Attachment A

MEMORANDUM OF UNDERSTANDING

CROSSING GUARD EMPLOYEES

2006 - 2007

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 July 1, 2006 through June 30, 2007, and was reached through agreement of the undersigned parties.

Signed this _____ day of September, 2006.

Management	Crossing Guards
_____	Linda Hennessy
_____	_____
_____	_____

RESOLUTION 2006–___

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 JULY 1, 2006, THROUGH JUNE 30, 2007 AND REPEALING RESOLUTION NO. 2005-125.

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

SECTION I

That Resolution No. 2005-125 is hereby repealed in its entirety.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:

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.

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 METHODS OF COMPENSATION

The method and time of compensation payments shall be at the discretion of the City provided; however, that compensation shall be computed and paid on a per hour basis no less frequently than biweekly.

SECTION 2.2 SALARY RATES AND JOB TITLES

A. The following hourly salary rates are hereby assigned to the positions of the following jobs effective with the adoption of the Memorandum of Understanding:

Effective September 3, 2006

HOURLY BASE PAY RANGE

Class Title Steps	1	2	3
Crossing Guard	9.94	10.46	11.60

SECTION 2.3 SALARY ADVANCEMENTS

A. Entrance Pay Rates

Original appointment shall normally be made at the first step. Upon recommendation of the Department Head and approval of the City Manager, initial compensation may be at a higher step in the range for the job based on the outstanding and unusual character of the employee's experience and ability above the general qualification requirements specified for the job.

B. Step Advancement within a Base Pay Range

Salary step advancement within a range shall be on the basis of having received a competent or better performance evaluation during the most recent rating period; advancement to Step 2 occurring no sooner than upon completion of one year of City Service as a Crossing Guard; and advancement to Step 3 occurring no sooner than upon completion of three years of City service as a Crossing Guard.

ARTICLE 3 - SUPPLEMENTAL BENEFITS

SECTION 3.1 UNIFORM PROVISIONS

The City shall pay a uniform allowance of $100, four times a year, to be paid in March, June, October and December of each year starting with the second year of service.

Additionally, 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. Provided, however, that 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.

Rain gear will be provided as needed by the Police Department at no cost to the bargaining unit. 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. To be eligible, an employee must work 8 hours during the pay period in which Thanksgiving falls.

SECTION 3.3 GROCERY CERTIFICATES

Every year on the first pay period of November, employees will be given a grocery certificate for $100.00 for groceries from the City. Every year on the first pay period of December, employees will be given a grocery certificate for $25.00 for groceries from the City. For December 2006, there will be an additional $25.00 provided on a one-time basis. The City will purchase the certificates and distribute the certificates.

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 him/her 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.

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

Any employee covered by this agreement who is duly summoned to attend any court, during the time regularly required for his office or employment, for the purpose of jury service shall be entitled while so engaged and actually serving, to his/her four weeks, provided that the jury fees shall be deposited pursuant to the provisions of administrative rules. Provided, however, that such time shall be allowed to an employee only for the minimum required by law.

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, national origin, handicap, union affiliation or political affiliation.

SECTION 4.6 BEREAVEMENT LEAVE

Each employee covered by this agreement shall be entitled to up to three working days bereavement leave without pay. Said bereavement leave is without penalty of loss of job. Additional leave without pay shall be granted for an out of state death.

Immediate family for the purpose of this section shall be defined as: spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchild, grandparents or grandchildren.

SECTION 4.7 PERFORMANCE EVALUATION

There shall be twice per school year a performance evaluation of each employee covered by this agreement based on the anniversary date of hire or rehire. Performance shall be rated as "exceeding expectation," "competent," or "fails to meet standards."

SECTION 4.8 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 4.9 DEFERRED COMPENSATION

A. Employees covered by this agreement who participate in the City's mandated deferred compensation plan under Plan "B," and who reach a total of $5,000 in the plan, will be able to avail themselves of more investment options.

B. Eligible incumbents as noted in a) must contact the City Treasurer's Office in order to begin participating in additional options.

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 Employee Relations/Personnel Director 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.

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 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 July 1, 2006, through June 30, 2007, unless superseded by a subsequent Agreement. Such may be extended an additional thirty (30) days with the consent of both parties.

This MOU shall be reopened for further meeting and conferring by either party to modify, increase or decrease the basis elements of this Agreement. The meet and confer process would begin on the assumption that the Agreement was a one-year Memorandum of Understanding up for renewal and any adjustments to the package shall be null and void unless incorporated in a subsequent document.

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 ____ day of September 2006.

_____
Mayor Frank Scotto

ATTEST:

_____
Sue Herbers, CMC
City Clerk

APPROVED AS TO FORM:
John L. Fellows III, City Attorney

By:_____
Ronald T. Pohl, Assistant City Attorney