

Council Meeting  
May 15, 2007

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

**Members of the Council:**

**SUBJECT:** Approval of a Memorandum of Intent (MOI) for a Successor Memorandum of Understanding with the Torrance Professional and Supervisory Association (TPSA).

**RECOMMENDATION**

The City Manager recommends that the City Council approve a Memorandum of Intent (MOI) outlining the deal points for a Successor Memorandum of Understanding (MOU) for employees within the Torrance Professional and Supervisory Association.

**FUNDING**

Funding is available within the wage reserve.

**BACKGROUND/ANALYSIS**

The Memorandum of Understanding for the Torrance Professional and Supervisory Association (TPSA) expired on February 28, 2007. Management and TPSA representatives have met and conferred on a new wage and benefit package.

The Memorandum of Intent (Attachment A) outlines the salient deal points of the proposed successor Memorandum of Understanding. The wage and benefit package is within the parameters established by the City Council. Implementation for the new wage and benefit structure is predicated on the successful development and adoption of a successor MOU at the May 22, 2007 City Council Meeting.

Respectfully submitted,

LeRoy J. Jackson

By:   
Melody P. Lawrence  
Human Resources Manager

Concur:

  
\_\_\_\_\_  
LeRoy J. Jackson  
City Manager

Attachment A: Memorandum of Intent

**MATERIAL AVAILABLE  
MONDAY**

**12G**

**MEMORANDUM OF INTENT (MOI)**

**TORRANCE PROFESSIONAL AND SUPERVISORY ASSOCIATION (TPSA)**

A Memorandum Of Intent between the Torrance Professional And Supervisory Association (TPSA) and the Representatives of the City of Torrance to be referenced by the City Council for the purpose of adopting a successor MOU.

This Memorandum of Intent is entered into subject to final agreement as to the language and provisions of Memorandum of Understanding between the parties. If no agreement is reached by May 22, 2007, this Memorandum of Intent shall be null and void.

Signed this \_\_\_\_\_ day of May 2007.

City of Torrance

TPSA



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Wage Package

- Year 1 4% (after adoption of MOU by City Council)
  - Year 2 3.5% (first pay period in February 2008)
  - Year 3 3.5% (first pay period February 2009)
- Animal Control Supervisor and Transit Supervisor uniform allowance increased from \$450.00 annually to \$500.00 annually.
- Uniform allowance changed to annual disbursement in September of each year (beginning September 2007)

## Health Benefits

Effective with the June 2007 premium through the December 2007 premium:

Those employees taking family health will receive an additional supplemental to health equal to \$160.76 per month bringing the supplemental health amount to a maximum of \$855.76 (Kaiser family rate).

Effective with the January 1, 2008 health premiums:

Those employees at the time of ratification of this contract who do not take health insurance will be grandfathered with the current cafeteria amount of \$226.01.

If any member in the aforementioned group changes to health coverage after the ratification date, they will fall into the following employee insurance coverage:

Effective with the January 1, 2008 health insurance premium for City provided health insurance:

TPSA	Health Insurance Proposal			
Effective January 1, 2008	NC (no coverage)	1 Party	2 Party	3 Party
PERS Mandated Amount	\$0	97.00	97.00	97.00
City Cafeteria Contribution	\$0	276.98	650.96	875.34
<b>Totals</b>	<b>\$0</b>	<b>373.98</b>	<b>747.96</b>	<b>972.34</b>

Any amount remaining may be used to offset family dental or towards 2 party or family vision.

Effective with the January 1, 2009 health insurance premium:

TPSA	Health Insurance Proposal			
Effective January 1, 2009	NC (no coverage)	1 Party	2 Party	3 Party
PERS Mandated Amount	\$0	By Statute	By Statute	By Statute
City Health Contribution	\$0	Total - PERS Mandated Amount	Total - PERS Mandated Amount	Total - PERS Mandated Amount
<b>Totals</b>	<b>\$0</b>	<b>\$392.68</b>	<b>\$785.36</b>	<b>\$1,020.96</b>

Any amount remaining may be used to offset family dental or towards 2 party or family vision.

**Note:** Members who opt out of the cash contribution option cannot select that option in the future. Employee hired after date of ratification of this MOU will only have the option of single, two-party, and family health insurance coverage.

**Language items:**

One-party vision language to be inserted in MOU.

**PARS:**

Language to allow for use of wage package to fund PARS; any use of wage package will be added to the existing language for the original PARS purchase (4.64%).

**PAGER PAY:**

The parties agree that a TPSA will participate on a committee that will be formed to study the issue of pager pay related to adequate response of employees during non-business hours and weekends.

**Classification Studies (see Attachment A)**

**Probationary Period (see Attachment B)**

**Leave of Absence (see Attachment C)**

**Medical Examinations (see Attachment D)**

**Release Time (see Attachment E)**

**Notice (see Attachment F)**

**TPSA****SECTION 7.7 CLASSIFICATION STUDIES**

- A) The City retains the right to conduct and prepare classification studies. The City retains the absolute right to reallocate budgeted funds from vacant positions.
- B) The parties agree that changes in job specifications are within scope under the Meyers-Milias-Brown Act. The City will notify TPSA in writing of its intent to prepare and submit a revised class specification to the Civil Service Commission for action. TPSA will be invited to give input into the formulation of the revised specifications via meetings between the City and the TPSA. After the proposed revised specification is drafted, the City will submit the revision electronically to TPSA for review, redlining and modifications. Within 30 days, TPSA may then request additional meetings with a City representative to meet and confer over the revised class specification and possible salary adjustments if warranted. Upon conclusion of these meetings or at the end of a 30-day period, the City may alter the proposed specification, or may send the revised specifications as they originally developed to the Civil Service Commission. However, if differences persist between the class specifications proposed by the City and TPSA, then both versions will be sent to the Civil Service Commission to discuss and decide what class specifications will be adopted. If either side is dissatisfied with the outcome of the Commission, the City or the TPSA may present its position to the City Council.

The Council item will include the TPSA' position as an attachment. The Human Resources Department will notify TPSA of the scheduled City Council meeting four weeks in advance. TPSA must submit its position in writing (electronically) to the Human Resources Department two weeks prior to the scheduled City Council meeting.

- C) In the event that the modification of a class specification shall result in the consolidation of two or more classes, the City and the employee group will meet and confer with regard to the status of the incumbents and their hours, wages and working conditions. A permanent incumbent employee in a current classification covered by the agreement will not have wages and/or benefits reduced as a result of the above actions.



**Attachment B****TPSA SECTION 7.1 PROBATIONARY PERIOD**

- A. For all classifications covered by this Agreement there shall be a probationary period which shall be one (1) year of service for original, non-promotional appointments and a probationary period of six (6) months of service for all promotional appointments.
- B. An employee's probationary period shall be extended if the employee is absent from the performance of his/her normally assigned duties in excess of ten cumulative working days during his/her probationary period for any leave of absence (except approved vacation), including, but not limited to, industrial injury, extended illness/injury, or light duty. The probationary period will be extended by the amount of time equal to the time absent.



**TPSA - SECTION 4.5 LEAVES OF ABSENCE**

## A) Leaves Without Pay

- 1) A leave of absence without pay not to exceed five working days may be granted to any employee by the department head.
- 2) A leave of absence without pay for more than five working days may be granted to any employee by the City Manager.
- 3) Notwithstanding any other provision of this contract, no leave or combination of leaves shall be granted for more than a total of eight months.
- 4) An employee must have completed six months of permanent employment with the City before being eligible for consideration of a medical leave of absence of more than 30 days.
- 5) A leave of absence without pay may be granted to any employee by the City for the purpose of accepting a temporary appointment to State, County, Federal or local agency.



**Attachment D****TPSA – SECTION 6.4 INDUSTRIAL SAFETY      MEDICAL EXAMINATION****A. City Driver Physicals:**

The City shall provide required medical examinations at a City-designated medical facility where required operators license makes such necessary. Drivers with a Commercial Driver License are required to submit to the required medical examination at a City-designated medical facility.



**TPSA - SECTION 10.1 - RELEASE TIME**

The City recognizes that employees and representatives of the Association are entitled by law to reasonable release time for many purposes. The purpose of this provision is to memorialize the parties' intent with respect to use of reasonable release time.

Use of release time is necessary for the Association to effectively operate. However, it is essential for efficient operations of City service that supervisors and managers are timely informed of the use of release time to ensure minimal impact to service delivery. For these reasons, the parties agree that release time will be provided in accordance with this article.

The parties agree that employees will utilize the form attached to this agreement as Exhibit \_\_\_ to provide notice of their request to use release time. Release time will not be unreasonably denied. (The exhibit will be numbered with new MOU.)

**A. Negotiations:**

If negotiations are set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance. If negotiations are set with less than 48 hours advance notice, employees are required to complete the Release Time form and submit it as soon as possible.

Employees will be provided with release time for the entire period of the negotiation session (including travel time from their worksite) as well as one-half ( $\frac{1}{2}$ ) hour before and one (1) hour after.

**B. Hearings:**

Release time is available for time spent in hearings (e.g., PERB, discipline, and grievances), preparing for hearings, and traveling to such hearings. It is expected that employees who are using release time for these purposes will complete and submit the Release Time form with sufficient notice to minimize impact to operations. If a hearing is set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance.

**C. Meetings to Represent Employees:**

There are numerous situations where employees in the Association may seek representation, including, but not limited to, an Administrative Conference, investigation where the employee has a reasonable belief that the meeting may lead to the imposition of discipline, or other meetings where representation is legally appropriate. If such meetings are set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance. If such meetings are set with less than 48 hours advance notice, employees are required to complete the Release Time form and submit it as soon as possible.

**D. Releases shall only be for those employees requiring release from actual scheduled hours of work.**

## EXHIBIT \_\_\_\_

## REQUEST FOR RELEASE TIME FORM

In accordance with your MOU, the City and the Association have agreed to utilize this form for the use of all Release Time.

Instructions: Please e-mail this completed form to **BOTH** [Releasetime@torrnet.com](mailto:Releasetime@torrnet.com) and your immediate supervisor.

Date: \_\_\_\_\_

Employee: \_\_\_\_\_

Department/Division: \_\_\_\_\_

Release Date(s) Requested: \_\_\_\_\_

Scheduled Meeting Time(s): \_\_\_\_\_

Location of Meeting: \_\_\_\_\_

Purpose (check appropriate box):

- Negotiations
- Hearing
- Meeting(s) to Represent Employees
- Executive Board Members (TME-TLEA-AFSCME only)

**Employees on paid release time are required to limit their activities to matters within the course and scope of representation. The use of such time for personal or campaign activities is prohibited by law (California Government Code Section 8314).**

**ARTICLE 12 – NOTICES****SECTION 12.1 NOTICES****A. Notices to City**

The address for all Notices (hereinafter defined) given by Association to City shall be:

City Manager's Office  
 City of Torrance  
 3031 Torrance Boulevard  
 Torrance, CA 90503  
 Attn: Chief Labor Negotiator  
 Fax: (310) 618-5891

**B. Notices to Association**

The address for all Notices hereunder given by City to Association shall be:

Bill Byron, TPSA President  
 City of Torrance  
 Communications and Information Technology Department  
 3031 Torrance Boulevard  
 Torrance, CA 90503  
 (310) 618-2848

- 1) In January of each year the Association shall provide to the address shown in 12.1(A) above a listing of the officers of the Association. Included in that listing are those officers that are to be noticed per this section. Included shall be the mailing or e-mail address or both to be used for that notice. A fax number may be given if available. The list of officers for notice shall be updated by the Association every six (6) months.

