Attachment A

MEMORANDUM OF UNDERSTANDING

TORRANCE CITY EMPLOYEES ASSOCIATION (TCEA)

2007 – 2010

A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY TORRANCE CITY EMPLOYEES ASSOCIATION (TCEA)

An agreement of the undersigned representatives of the Torrance City Employees Association (TCEA) 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 starting March 1, 2007, through February 28, 2010, and was reached through agreement of the undersigned parties.

Signed this ____ day of May, 2007.

Management	TCEA
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION NO. 2007-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE CITY EMPLOYEES ASSOCIATION (TCEA), AND REPEALING RESOLUTION NO. 2005-106

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

SECTION I

That Resolution No. 2005-106 is hereby repealed.

SECTION II

The following Agreement between representatives of Management and the representatives of the Torrance City Employees Association (TCEA) is hereby approved in its entirety to read as follows:

		Page
Article 1 - Introduction		
Section 1.1	Preamble	1
Section 1.2	Management Rights	1
Section 1.3	Employee Rights	1
Article 2 - Compensation		
Section 2.1	Salary Ranges and Class Titles	1
Section 2.2	Base Pay Range	3
Section 2.3	Salary Advancement	3
Section 2.4	Rate on Promotion	3
Section 2.5	Extended Steps	4
Section 2.6	Methods of Compensation	4
Section 2.7	Continuity of Service	4
Section 2.8	Permanent Part-Time Employees	5
Article 3 - Special Compensation		
Section 3.1	Premiums	5
Section 3.2	[Intentionally left blank]	6
Section 3.3	Move Up Assignment	6
Section 3.4	Night Shift	8
Section 3.5	Minutes	8
Article 4 - Benefits		
Section 4.1	Holidays	8
Section 4.2	Vacation	10
Section 4.3	Sick Leave	11
Section 4.4	Industrial Injury Leave	13
Section 4.5	Leaves of Absence	14
Section 4.6	Bereavement Leave	16
Section 4.7	Compassionate Leave	17
Section 4.8	Jury Duty	17
Section 4.9	Insurance	17
Section 4.10	Retirement	20
Section 4.11	Deferred Compensation	21
Section 4.12	Member Relations	21
Section 4.13	Safety Shoes	22
Article 5 - Hours of Work		
Section 5.1	Normal Hours of Work	22
Section 5.2	Lunch	22
Section 5.3	Rest Breaks	23
Article 6 - Overtime		
Section 6.1	Overtime	23
Section 6.2	Call Out	24
Article 7 - Conditions of Employment		
Section 7.1	Probationary Period	24
Section 7.2	Disciplinary Provisions	24

		Page
Section 7.3	[Intentionally left blank]	24
Section 7.4	Transfer	25
Section 7.5	Layoff Provisions	25
Section 7.6	Inactive Status	26
Section 7.7	Classification Studies	27
Section 7.8	[Intentionally left blank]	27
Section 7.9	Labor Code	27
Section 7.10	Work Rules	28
Section 7.11	Use of City Vehicles	28
Article 8 - Grievances		
Section 8.1	Definition of Grievance	28
Section 8.2	Scope of Grievance Procedure	28
Section 8.3	The Grievance Procedure	28
Section 8.4	General Grievance Provisions	29
Section 8.5	Stewards	30
Article 9 - General		
Section 9.1	Security Provisions	30
Section 9.2	Non-Discrimination, Equal Opportunity and Sexual Harassment	31
Section 9.3	Job Action	32
Section 9.4	Training	32
Section 9.5	Employee Relations Leave	33
Section 9.6	Civil Service Examinations	33
Section 9.7	Welfare to Work	33
Section 9.8	Family Leave	33
Article 10 - Miscellaneous		
Section 10.1	Release Time	33
Section 10.2	Monthly Meetings	34
Article 11 – Effective Dates		
Section 11.1	Provisions Effective	34
Article 12 – Notices		
Section 12.1	Notices	35
Attachment A - Long Term Disability Plan and Partial Disability		37
Attachment B - Catastrophic Leave Program		39
Attachment C – Request for Release Time Form		41

ARTICLE 1 - INTRODUCTION

SECTION 1.1 PREAMBLE

The following is the Agreement regarding hours, wages and working conditions between the Torrance City Employees Association.

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 MANAGEMENT RIGHTS

The City shall have the exclusive right to determine the mission of each of its departments, commissions, boards and agencies, set levels of services to be performed, direct its employees, exercise control and discretion over its organization and operations and determine the methods, means and personnel by which the City's operations are to be conducted, and the levels of services met, and carry out its mission in emergencies, provided, however, that the exercise of these rights does not preclude employees and their representatives from consulting or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

SECTION 1.3 EMPLOYEE RIGHTS

The City shall not hinder or discipline employees for exercising any rights or benefits provided in this Agreement or by State or Federal laws or Municipal Code provisions.

The City shall not hinder employees for exercising any right of representation provided by law. Employees covered by this agreement may have a representative present at administrative hearings convened to receive and review all recommendations for disciplinary suspensions, demotions or discharges resulting from misconduct, incompetence, inefficiency, failure to perform duties or to observe the rules and regulations of the department or of the City, and felony charges. Employees covered by this agreement may also have a representative present at an investigatory interview which may result in discipline against the employee.

ARTICLE 2 - COMPENSATION

SECTION 2.1 SALARY RANGES AND CLASS TITLES

A) For the purposes of move-up and layoff, Typist Clerk I and Typist Clerk II will be considered as one classification.

B) The following salary ranges are assigned to classes covered by this MOU **effective April 29, 2007:**

CLERICAL
BASE HOURLY PAY RANGE

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Budget & Land Management Tech	20.48	21.48	22.56	23.71	24.89	25.47*	26.15*
Claims Technician	20.48	21.48	22.56	23.71	24.89	25.47*	26.15*
Clerk, Typist, Senior	18.14	18.61	19.49	20.50	21.52	22.06*	22.61*
Driver/Clerk, Delivery	15.20	15.95	16.74	17.60	18.46	18.95*	
Duplicating Equipment Operator	18.27	19.20	20.13	21.17	22.20	22.76*	23.33*

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Graphics Designer	21.20	22.22	23.35	24.53	25.74	26.36*	27.04*
Legal Secretary	20.48	21.48	22.56	23.71	24.89	25.47*	26.15*
Paralegal	21.05	22.12	23.22	24.40	25.58	26.24*	26.89*
Personnel Technician	20.48	21.48	22.56	23.71	24.89	25.47*	26.15*
Reprographic Equipment Operator	16.73	17.59	18.44	19.40	20.36	20.87*	
Secretary	18.51	18.99	19.95	20.95	22.00	22.54*	23.10*
Secretary, Minute	20.52	21.57	22.62	23.77	24.94	25.55*	26.22*
Typist Clerk I	14.87	15.58	16.39	17.20	18.05	18.50*	18.97*
Typist Clerk II	15.15	15.91	16.69	17.56	18.42	18.90*	19.34*

*Extended Steps

C) The following salary ranges are assigned to classes covered by this MOU **effective February 3, 2008:**

CLERICAL
BASE HOURLY PAY RANGE

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Budget & Land Management Tech	21.20	22.23	23.35	24.54	25.76	26.36*	27.07*
Claims Technician	21.20	22.23	23.35	24.54	25.76	26.36*	27.07*
Clerk, Typist, Senior	18.77	19.26	20.17	21.22	22.27	22.83*	23.40*
Driver/Clerk, Delivery	15.73	16.51	17.33	18.22	19.11	19.61*	
Duplicating Equipment Operator	18.91	19.87	20.83	21.91	22.98	23.56*	24.15*
Graphics Designer	21.94	23.00	24.17	25.39	26.64	27.28*	27.99*
Legal Secretary	21.20	22.23	23.35	24.54	25.76	26.36*	27.07*
Paralegal	21.79	22.89	24.03	25.25	26.48	27.16*	27.83*
Personnel Technician	21.20	22.23	23.35	24.54	25.76	26.36*	27.07*
Reprographic Equipment Operator	17.32	18.21	19.09	20.08	21.07	21.60*	
Secretary	19.16	19.65	20.65	21.68	22.77	23.33*	23.91*
Secretary, Minute	21.24	22.32	23.41	24.60	25.81	26.44*	27.14*
Typist Clerk I	15.39	16.13	16.96	17.80	18.68	19.15*	19.63*
Typist Clerk II	15.68	16.47	17.27	18.17	19.06	19.56*	20.02*

*Extended Steps

The Association may wish to utilize a percentage from the grid above to fund an additional enhancement to a potential PARS program. If this is implemented, a percentage no greater than 3.5% may be used, and the grid above will be adjusted to reflect that reduction:

D) The following salary ranges are assigned to classes covered by this MOU **effective February 1, 2009:**

CLERICAL
BASE HOURLY PAY RANGE

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Budget & Land Management Tech	21.94	23.01	24.17	25.40	26.66	27.28*	28.02*
Claims Technician	21.94	23.01	24.17	25.40	26.66	27.28*	28.02*
Clerk, Typist, Senior	19.43	19.93	20.88	21.96	23.05	23.63*	24.22*
Driver/Clerk, Delivery	16.28	17.09	17.94	18.86	19.78	20.30*	
Duplicating Equipment Operator	19.57	20.57	21.56	22.68	23.78	24.38*	25.00*
Graphics Designer	22.71	23.81	25.02	26.28	27.57	28.23*	28.97*
Legal Secretary	21.94	23.01	24.17	25.40	26.66	27.28*	28.02*

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Paralegal	22.55	23.69	24.87	26.13	27.41	28.11*	28.80*
Personnel Technician	21.94	23.01	24.17	25.40	26.66	27.28*	28.02*
Reprographic Equipment Operator	17.93	18.85	19.76	20.78	21.81	22.36*	
Secretary	19.83	20.34	21.37	22.44	23.57	24.15*	24.75*
Secretary, Minute	21.98	23.10	24.23	25.46	26.71	27.37*	28.09*
Typist Clerk I	15.93	16.69	17.55	18.42	19.33	19.82*	20.32*
Typist Clerk II	16.23	17.05	17.87	18.81	19.73	20.24*	20.72*

*Extended Steps

The Association may wish to utilize a percentage from the grid above to fund an additional enhancement to a potential PARS program. If this is implemented, a percentage no greater than 3.5% may be used, and the grid above will be adjusted to reflect that reduction:

SECTION 2.2 BASE PAY RANGE

A) Definition:
The base pay range shall be the actual hourly rate of pay for a particular classification without consideration of any premiums, longevity or extraordinary compensation as shown in Section 2.1.

B) Starting Pay Ranges:
Original appointment shall normally be made at the first step of the base pay range. Upon recommendation of the department head, and approval of the City Manager, initial compensation may be at a higher step within the base pay range of the class, based on the outstanding and unusual character of the employee's experience and experience and ability over and above the qualification requirements specified for the class, or a temporary shortage of applicants for the class involved, provided that, in the latter case, all current employees in the same class involved who are receiving less than the new initial compensation rate shall have their rates of pay adjusted to such rate.

C) Regular Pay:
Regular Pay shall be that compensation which is used for calculating PERS contributions and for PERS retirement earnings.

SECTION 2.3 SALARY ADVANCEMENT

A) The base pay step advancement within a pay range shall be on the pay period closest to the anniversary date of required years of employment, to the maximum step of the base pay range.

B) Accelerated Step Advancement:
A department head may recommend, with the concurrence of the City Manager, early advancement of a basic pay step on the basis of outstanding performance. The accelerated step will affect only the step being granted. Subsequent regular steps shall be given as though no early steps had occurred, unless another early step advancement is recommended.

SECTION 2.4 RATE ON PROMOTION

Whenever an employee is promoted from a class covered by this Agreement, the employee shall receive the rate of compensation of the first step of the base pay range for the new classification or the lowest step of the base pay range that provides an increase of five percent (5%) whichever is the higher within the base pay range for the class.

SECTION 2.5 EXTENDED STEPS

A) Pay steps beyond the five-step base pay range shall be extended steps for all classifications covered by this agreement.

B) Timing:
Advancement to the first extended step shall commence on the first day of the first pay period following the first anniversary at the top step. Advancement to subsequent extended steps shall commence on the first day of the first pay period following the first anniversary at such step. The intent is that the incumbent move from one extended step to another extended step in one year increments. Such advancement shall be subject to a performance evaluation average of standard or better during the intervening time. If the performance average is less than standard, the two preceding performance evaluations must be standard or better before step advancement.

C) Evaluation:
A below standard evaluation in either of the two rating periods directly before the date of step advancement shall delay the step advancement six months or until performance is standard or better. If an employee at the top extended step receives at some subsequent time a below standard performance rating, the department head with the City Manager's approval may reduce the employee's pay an amount not to exceed 2.5% until performance rating returns to standard or better.

SECTION 2.6 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.

If significant errors on paychecks occur, employees may request from the Finance Department a corrected check outside of the normal payroll cycle.

SECTION 2.7 CONTINUITY OF SERVICE

Service requirements for advancement within the pay range, extended steps, industrial injury leave, long-term disability, holidays and vacation shall be based on continuous and total employment as a regular employee.

A) Leaves of absence without pay of ten (10) working days or less and leaves with pay shall not interrupt continuous employment nor be deducted from total employment.

B) Leaves of absence without pay in excess of ten (10) working days, except for extended military leave, shall be deducted in computing total employment but shall not serve to interrupt continuous employment.

C) All unauthorized absences without leave shall be grounds for disciplinary action except where it can be shown that the employee could not respond due to a bona fide emergency (the employee shall not be paid for any such time not worked). Any unauthorized leave in excess of three (3) work days in any calendar month shall be deducted from total employment and may at the discretion of the City Manager interrupt continuity of employment.

SECTION 2.8 PERMANENT PART-TIME EMPLOYEES

Effective June 30, 1991, part-time permanent employees working 20 hours per week shall be entitled to all benefits as outlined in the TCEA Memorandum of Understanding. Benefits involving accrual of time and moneys shall be one half (1/2) the amount received by full-time employees (i.e., Section 4.9 Employee Insurance; Section 4.11 Uniforms).

ARTICLE 3 - SPECIAL COMPENSATION

SECTION 3.1 PREMIUMS

A) Employees assigned to work entailing specified duties which require skills and abilities not contemplated in the employee's normal assignments in the areas described in this Section shall receive premium pay only while so assigned.

B) Assignment and Reassignments:
   1) Assignments and reassignments shall be made by the department head pursuant to departmental rules and regulations. Such assignments shall be subject to the approval of the City Manager.
   2) Premium pay assignments shall be subject to budget limitations and levels of employment needed.

C) Removal of employees from premium pay assignments for disciplinary reasons, incompetence or the abolishing of positions shall be preceded by notice to employee organization representatives with the intent of precluding unfair actions.

D) Premium Pay:
   Such pay shall be exclusive of special compensation and be considered part of regular compensation for the purpose of retirement contributions. All new assignments shall be paid premium only for hours actually worked in assignment.

E) Designated Assignments:

   1) Police Records Assignment:
      Those employees in the classification of Typist Clerk I, Typist Clerk II, and Senior Typist Clerk assigned to a rotating shift in the Records Division of the Police Department shall receive a premium of $0.35 per hour for all shifts. New employees shall be required to serve a maximum of one 28 day cycle training period on the day watch performing work on the rotating shift assignment prior to attaining eligibility for the rotating shift premium.

      In addition to other premiums, those employees in the classification of Typist Clerk and Senior Typist Clerk assigned to the Records Division of the Police Department shall receive a premium of $0.40 per hour.

F) Bilingual Pay:
   Effective August 10, 2003 there will be a Bilingual Program for covered positions under TCEA. There will be no more than ten individuals who will receive pay for skills in Spanish. Employees who qualify in Spanish shall receive $50 per month. TCEA employees who desire to participate in the program will send a memo to the Secretary in the Torrance Police Department Personnel Division who will arrange testing through the Torrance Police Department Bilingual Program. The City Manager's Office will be advised of those who pass the test and in turn, the appropriate

Department will be notified of the passage. TCEA will be responsible for keeping the City Manager's Office apprised of the names of the ten persons who receive the premium.

SECTION 3.2 [ ]

SECTION 3.3 MOVE UP ASSIGNMENT

A) Objective:
The objective of this section is to provide an equitable manner of paying employees for work done and responsibilities assumed when an employee is moved up to a higher classification during a temporary absence of another employee.

B) Assignment:
1) When an employee is temporarily absent from his/her job, another employee may be assigned by the department head or his/her designee to do the work of the absent employee.
2) The assigned employee need not possess the minimum qualifications for the position of the absent employee.
3) An employee with a below standard evaluation for the preceding six (6) month period will not be considered (except where the performance evaluation is being formally appealed). In the absence of a performance evaluation for this period, the employee's performance shall be considered standard for purposes of this section.
4) The department head may permit the position to remain temporarily vacant, if, in his/her opinion, the public health, welfare and safety are not jeopardized.
5) An employee may decline a move up assignment subject to subsection e) 6) iii and iv below.

C) Duration of Assignment:
Any employee moved up pursuant to this Section shall remain in the higher class until the incumbent returns to duty, subject to the following conditions:
1) Each such assignment shall not exceed ninety (90) days' duration.
2) If the work is not performed in a satisfactory manner, the department head may remove the employee who has moved up and move up another employee to replace him/her or leave the position unfilled.

D) No Probationary Period Credit:
Time served by an employee assigned to a higher class under the provisions of this Section shall not be credited toward that employee's probationary period in the higher class.

E) Priority for Move up Assignment: (temporarily superseded by 6i through iii below)
1) Priority for move up assignments shall first be given to employees in the same department and division regularly employed in a lower classification who are among the first three (3) employees on the eligible list for the temporarily vacant position.
2) The employee with the highest rank on the eligible list shall be selected first for move up assignments but thereafter-such assignments may be rotated among others in the department on the eligible list for the temporarily vacant position.
3) The next priority shall be given to employees in the same department regularly employed in the lower classification who are on the eligible list for the temporarily vacant position.
4) In the event that there are no eligibles within the department on the eligible list for the vacant position, the department head or his/her designee shall give next priority to employees on the last expired eligible list, provided that the last list is not older than two years. Lists older than two years shall not be considered. If no such list exists, the priority for move up is given to an employee on the basis of seniority in the next lower class whom the department head certifies is capable of performing the work of the absent employee.

5) In unique cases, and on a non-precedent basis, the above provisions for Priority of Move Up may be modified by mutual consent for a particular job situation.
6) During the trial move-up period, current section e) above will not be used and the following "Priority for move-up" will be used. The trial period will last until the expiration of the contract.
   a) Move-up will be done on a rotational basis, as follows:
      Priority 1: If a current, non expired Civil Service list exists, priority will be given to employees in the same Department and Division regularly employed in a lower classification who are among the first five (5) on the eligible list for the temporarily vacant position. Move-up assignments shall be rotated among the five (5) on the list, with each assignment counting as one "turn" irrespective of the length of the move-up.
      Priority 2: If no current, non expired Civil Service lists exists, move-up will be done on a rotational basis, using at least the top 30% in seniority of the next lower classification in the career ladder (and no less than three employees) within the same division or work group.
   b) For all move-up opportunities of more than five (5) consecutive days, departments may use more than one person to fill the vacant position using this rotational system.
   c) Employees will indicate their preference in participating in the move-up by notifying their department head or designee on a "Move-up Interest Form" provided by the department. These forms will be created by a joint employee/management team and will be provided to all employees on a quarterly basis. Forms will be the same for all Departments. The forms will clearly state that the employee will not be eligible for move-up if the form is not returned. The departments will allow at least one week for completed forms to be returned.
   d) Employees who have indicated that they do wish to be considered for move-up by completing the Departmental "Move-up Interest Form," but who turn down move-up opportunities three times in a 6-month period will not be offered move-up for a one year period or until the expiration of the contract, whichever comes first.

F) Absence of Moved Up Employees:
If a moved up employee is absent, another employee may be assigned during such absence, subject to all provisions of this Section.

G) Acting Department Heads:
If a subordinate is not required by class specification to take charge of the department in the absence of the department head, the employee shall be paid during all such move up assignments five percent (5%) over and above base salary pay, provided, however, that if the temporary absence of the department head continues in excess of thirty (30) consecutive days, the employee shall then be paid at the salary rate of the lowest step for such assigned position which is higher than the current base salary of that employee, to which shall be added earned longevity pay increments.

H) Move Up Pay for Vacant Position:
1) Except as provided in subsection g), an employee moved up pursuant to this Section shall be paid for all days worked in the higher class at a salary rate of the lowest step of the class or the lowest step for such assigned position which will give the employee five percent (5%) more than the current base salary of that employee, whichever is the higher within the base pay range for the class, to which shall be added earned longevity pay increments.
2) For the purpose of this Section, one-half shift shall constitute a day.
3) Any assignment to a higher class of a half shift but less than a full shift requires the prior approval of the City Manager or designee.
4) The Department head or designee must authorize move-up.

I) In the event there is no employee in the next lower class willing to accept a move-up assignment, the Department Head may then move to the class below and offer the assignment to employees on a seniority basis.

SECTION 3.4 NIGHT SHIFT

Night Shift Differential:

All full time employees who are assigned night shifts, shall be paid as follows:

- Swing shift: Five percent (5%) over and above base pay (defined as one-half or more of the shift is worked after 4:00 p.m.)
- Graveyard shift: Seven and one-half percent (7½%) (defined as one-half or more of the shift is worked after midnight)

SECTION 3.5 MINUTES

Clerical employees covered by this agreement who are assigned to take minutes at evening meetings of the City Council, boards or commissions, shall be paid at the overtime rate per hour for a minimum of 2 hours.

ARTICLE 4 - BENEFITS

SECTION 4.1 HOLIDAYS

A) For employees covered by this Agreement the following days shall be considered holidays with pay:

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The Friday directly following Thanksgiving Day
- The last working day prior to Christmas Day
- Christmas Day
- The last working day prior to New Year's Day

B) Police Clerical Personnel:
Police clerical personnel shall have a different day off in lieu of the Friday after Thanksgiving per fiscal year. The employee may take the Friday after Thanksgiving as said day off subject to department scheduling and approval of the department head.

C) Employees on a 5/40:
When a holiday occurs on a Saturday, the day immediately preceding will be observed as the holiday. When a holiday occurs on Sunday, the day immediately following will be observed as a holiday. If a holiday falls on any other scheduled day off, the employee shall be scheduled another day off.

D) Holiday Work Pay:
Employees shall receive pay as follows:
1) Emergency Work:
Emergency work on any of the holidays expressly named in subsection a), shall be compensated as prescribed under Section 6.2 Call Out.
2) Scheduled Work:
- Any employee scheduled to work on a holiday shall be compensated at the rate of one and one-half (1½) times the regular hourly rate. (This is in addition to the regular holiday pay.)
- All employees whose regular work week includes a Saturday and/or Sunday, a Saturday or Sunday holiday shall be compensated at one and ½ times the regular hourly rate per Section 4.1.e.2.

E) Holidays for 9/80 and 4/10 Participants:
1) A holiday shall be the value of the normal work shift - either 8, 9, or 10 hours. A half day holiday shall be half the value of the normal work shift.
2) For 9/80 employees, if a holiday falls on an eight (8) hour work day, the City will close and the employee will be off work with eight (8) hours holiday pay.
3) If a holiday falls on a 9/80 or 4/10 scheduled day off, the City will close and the employee will accrue eight (8), nine (9), or (10) hours of holiday leave which will be added to the employees vacation leave balance.
4) If such addition would cause the employees vacation balance to exceed the maximum allowable for vacation accrual, the employee shall receive holiday pay, at straight time, instead.
5) If a holiday falls on a nine (9) hour work day or ten (10) hour work day, the City will close. The employee will receive nine (9) or ten (10) hours of holiday pay.
6) For those employees with weekends which consist of a Saturday and Sunday, the following shall apply:
   a) If a holiday falls on a Saturday and the prior Friday is an 8, 9 or 10 hour work day in which the employee is scheduled to work, the City will close and the employee will be off work with 8, 9 or 10 hours holiday pay depending on their normal work shift.

      If the holiday falls on a Saturday and the Friday before is the employee's 9/80 or 4/10 scheduled day off, the City will close on Friday and the employee will accrue 8 or 10 hours holiday leave which will be added to the employee's vacation leave balance. Section E(4) also applies.

   b) If a holiday falls on a Sunday, the Monday following will be observed, the City will close, and the employee will be off work and receive 8, 9 or 10 hours of holiday pay depending on their normal work shift.

7) For those employees whose regularly scheduled weekends are other than Saturday and Sunday, the following shall apply:
   a) If the holiday falls on any scheduled day off, the employee shall receive 8, 9 or 10 hours vacation leave (or ½ of the value of the day on which the holiday falls in the case of Christmas Eve and New Years Eve).
8) If an employee is required to work a holiday specified in the employee's Memorandum of Understanding, the MOU language governing holiday worked will be used for computation of pay.
9) If an employee is scheduled to work on an actual calendar holiday which is not a City observed holiday date, he/she will be paid at time and one half for work on the actual holiday. In addition, he/she will receive 8, 9 or 10 hours holiday pay on the City observed holiday date or 8, 9 or 10 hours paid time, depending on departmental schedules.

SECTION 4.2 VACATION

The references to and option to fund the RHSP and the existing language in this Section 4.2 is deleted as of December 31, 2007.

A) Employees in classifications covered by this Agreement shall earn vacation as follows:
   1) At the rate of 8.67 hours per month of employment by each regular employee.
   2) Commencing with the 3rd year of employment and until the completion of 3 years of employment, at the rate of 9.33 hours per month of employment.
   3) Commencing with the 4th year of employment and until the completion of 4 years of employment, at the rate of 10 hours per month of employment.
   4) Commencing with the 5th year of employment and until the completion of nine (9) years of employment, at the rate of 12 hours per month of employment.
   5) Commencing with the 10th year of employment and until the completion of twenty (20) years of employment, at the rate of 15.35 hours per month of employment.
   6) Commencing with the 21st year of employment, at the rate of 16.67 hours per month.
   7) Commencing with the 25th year of employment, at the rate of 17.33 hours per month of employment.

B) Vacation Eligibility:
   Only probationary or permanent employees shall earn vacation and only while receiving compensation from or through the City and it shall be prorated on an hourly earned basis.

C) Scheduling:
   The time of taking vacation shall be requested by the employee with the approval of the department head or designee, subject to review by the City Manager. An employee may take vacation only in increments of full days or shifts unless department head approval is given for smaller increments.
   1) Employees who have duly scheduled their vacation in accordance with this section may, upon written request, have their paycheck mailed to their bank for deposit.

D) Borrowing:
   An employee may borrow up to forty (40) hours of unearned vacation subject to the approval of his department head.

E) Maximum Accrual:
   An employee may accrue vacation up to 500 hours. Cash outs over this amount will be made once per year with no loss of accrual.

F) Effect of Holidays:
   When an authorized holiday occurs during a vacation period, such days shall not be deducted from earned vacation.

G) Effect of Separation:
   Any borrowed vacation owed by a terminating employee shall be deducted from the employee's final pay, while any vacation owed to a terminating employee shall be added to the employee's final pay.

H) Two full work shifts of earned vacation per fiscal year may be used for personal leave. Such leave shall be asked for one (1) week in advance except in cases of bona fide emergency; the leave shall not be accruable from year to year, and if used, shall be deducted from earned vacation.

I) An employee may choose to receive cash or deferred income in lieu of vacation on an hour per hour basis to a maximum of forty (40) hours. Such may be done once each fiscal year. Such a request must be made twenty-eight (28) days before the desired date. Such cash out can only be done if it leaves at least forty (40) hours of accrued vacation.

An employee who has reached the point of maximum accrual of vacation hours shall cash out or defer up to forty (40) hours of accrued vacation time.

J) No later than October 15 each year, those who wish to participate in the Retirement Health Savings Plan may irrevocably declare their intent to defer vacation balances. The amount to be deferred will be the hours over 500 hours in the employee's accrual balance as of October 15. The deferral will be made the first pay period in November. The deferral can be made in increments of 10% to 100% of the total vacation balances over 500 hours. Once the decision is made to defer a certain percentage, that decision is irrevocable.

K) Upon retirement or separation, employees so desiring may elect to defer all or part of the amount of vacation which has been accrued into the 457 plan or the RHSP or cash pursuant to other applicable sections of the MOU. The amount deferred into the deferred compensation plans are subject to federal regulations.

SECTION 4.3 SICK LEAVE

A) Introduction
1) Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this section.
2) The sick leave benefit should be thought of as an insurance policy; it insures and protects employees from a loss in wages when they are unable to work because of an illness or injury.
3) The City considers good attendance to be a very important part of an employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs. However, both parties understand that employees have legitimate needs to take time off. Neither side desires to inhibit employees from their legitimate right to use sick leave.
4) Misuse of sick leave shall be grounds for disciplinary action.

B) Sick Leave Use:
An employee shall be granted sick leave for the following reasons:
1) Personal illness or injury;
Medical or dental appointments including preventative care. Employees are encouraged to schedule medical and dental examinations of a non-urgent nature outside of normal working hours. Appointments scheduled during normal working hours constitute sick leave, provided that the employee gives advance notice in accordance with departmental rules and regulations.

Forced quarantine of the employee in accordance with community health regulations.

2) Family illness or injury:
Illness, injury or medical appointment of a member of the employee's immediate family which requires that employee's presence. Immediate family for the purpose of this section is defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or

guardian, stepfather, stepmother, stepchildren, grandparents or grandchildren, great grandparents or great grandchildren.

C) Accrual rate:
Permanent and probationary employees shall be granted sick leave in the following manner:
- Six hours per month to a maximum of 500 hours accrued sick leave;
- Eight hours per month for employees hired before July 1, 1975, except for employees who have selected NOT to be covered by the City's Long-Term Disability Plan.

D) Cash or deferred compensation options:
1) The employee may select, in June or December of each year, to convert any sick leave granted but unused over three hundred (300) hours into cash at the rate of one hour of pay for each hour of unused sick leave. Such payments shall be made before June 15 or December 15.
2) Any hours of sick leave which would have been granted over 500 hours accrued sick leave shall be converted into cash payable in June or December of each year on the basis of one hour pay for each hour of unused sick leave. An employee who wishes to defer this amount must submit a written request to the Finance Department no later than June 1 or December 1.
   a) No later than October 15 each year, those who wish to participate in the Retirement Health Savings Plan may irrevocably declare their intent to defer sick leave balances over 500 hours into the plan. The amount to be deferred will be the hours **over 500 hours** in the employee's accrual balance as of October 15. The deferral will be made the first pay period in November. The payment can be made in increments of 10% to 100%, but once the election is made it is irrevocable.
3) Employees who cash out sick leave in June and/or December under this section may convert one shift of sick leave that would have been cashed out and add it to vacation balance.

E) Sick leave standard:
1) Use of sick leave shall not necessarily in and of itself constitute misuse. However, sick leave use not related to a legitimate illness, or injury which exceeds standard usage and/or which has a predictable pattern may initiate a review of sick leave usage. If it is determined that an employee has misused their sick leave, the employee shall be notified of any restrictions or requirements to be placed upon the employee's use of sick leave regarding notification or use of other accrued leaves in cases where there is insufficient sick leave available.
2) Components of the sick leave standard may include section/division/department sick leave utilization average, taking into consideration the number of incidents and the number of hours used, patternistic sick leave use, depleted sick leave and/or other elements as reasonably established in the departmental work rules.

F) Notification of sickness:
1) To receive compensation while absent on sick leave, employees shall notify the section/division/department in the manner provided in departmental rules and regulations.

2) An employee who has been counseled about sick leave usage within the preceding 12 months may be advised, as part of said counseling, that he/she will be required to furnish reasonable evidence, including a written statement from a medical professional, to substantiate any request for sick leave of two days or more.

   A department may require a written statement from a medical professional without prior counseling where the absence is greater than 5 consecutive work days or in cases where there is evidence of a specific violation of departmental work rules.

G) Return from sick leave:
   1) Upon return from sick leave, an employee may be required by the department head to report for examination by the City medical examiner to determine fitness for duty;
   2) Provide verification as to fitness for duty from his/her personal physician.

H) Overtime rate after sick leave:
   1) In the event an employee is absent on sick leave during part of a week and subsequently is required to work on his/her regular day off, he/she shall be compensated in the same manner as for overtime. He/she may, however, be required to substantiate an illness by a written statement from an attending licensed physician or a personal affidavit.
   2) Said provisions shall not apply where an employee is called out for emergency work after hours and the overtime rate shall apply regardless of sick leave taken during the week.
   3) For the purposes of call out, employees who are absent on sick leave will be placed in the position of least seniority on the day they are absent and will remain in that seniority ranking until they return to regular duty.

I) Conversion of sick leave:
   1) At the time of termination after the appropriate years of service an employee covered by this agreement shall have his accumulated sick leave converted by the City into cash or deferred income on the following basis:
      a) For all employees at retirement, each hour of accumulated sick leave shall equal one hour pay.
   2) Accumulated sick leave shall be converted into cash at 100% of the hourly rate upon the death of an employee covered by this agreement regardless of years of service to be paid to the employee's beneficiary.
   3) The annuity and the provisions of the annuity shall be specified by TCEA, subject to consultation with Management.

J) Depleted sick leave:
   Employees who have insufficient sick leave accrued to cover an absence may request the use of other accrued leaves, according to departmental work rules. If no other accrued leaves are granted, employees are required to apply for a leave of absence without pay at the earliest possible time; that is, at the beginning of the leave or immediately upon return to work. Failure to submit the request for leave will constitute unauthorized absence which could lead to disciplinary action. Such a request for leave shall not be unreasonably denied.

K) Personal Leave
   Two work shifts of sick leave per fiscal year may be used by the employee for personal leave for which no verification is required. Such leave must be approved in advance per departmental work rules and shall not be unreasonably denied.

   The amount used is deducted from sick leave and may not be carried over from year to year. The time shall be taken in increments of no less than one half shift.

   The leave, while paid for out of sick leave, is actually paid personal leave and is not a part of sick leave usage in and of itself.

L) Employees covered under this agreement may participate in the Catastrophic Leave program as a donor or recipient.

SECTION 4.4 INDUSTRIAL INJURY LEAVE

A) For injuries sustained prior to August 3, 1997, the following applies:

In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:

1) Up to three (3) months during the first three (3) years of employment.
2) Up to six (6) months during the fourth (4th) year of employment.
3) Up to twelve (12) months after four (4) years of employment for industrial injury.
4) Such leave shall be at ninety percent (90%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this section.

B) For injuries sustained on or after August 3, 1997, the following applies:
In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:

1) Up to three (3) months during the first three (3) years of employment.
2) Up to six (6) months during the fourth (4th) year of employment.
3) Up to eight (8) months after four (4) years of employment for industrial injury.
4) Such leave shall be at eighty five percent (85%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this Section.

C) Employees who are on industrial injury leave with pay as a result of an industrial injury shall continue to accrue seniority, and shall receive holidays, accrue vacation and sick leave benefits the same as if they had been present for duty.

D) An employee on industrial injury leave shall be under the direction of the City subject to medical advice and shall be available at all times unless he/she receives specific permission from the City.

E) An employee on industrial injury leave shall inform the City of any current outside employment and/or any such outside employment during the four (4) years immediately prior to such injury. An employee on industrial injury leave shall not enter into any employment or physical activity, as determined by an appropriate physician, which might exacerbate his injury or illness.

F) Management and the employee organization jointly indicate their concern for the proper use of industrial injury leave. Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.

1) The Department Head shall notify TCEA within seventy-two (72) hours of any industrial injury which causes the death or hospitalization of any member of the bargaining unit.

SECTION 4.5 LEAVES OF ABSENCE

A) Request:
An employee may file a request for leave upon a form supplied by the City. Such a request must be filed before the beginning of the requested leave. Such leave may be for medical, military or personal reasons.

B. Authorization:

1) A department head may authorize such a request for up to five (5) working days.
2) A request for more than five (5) working days shall be subject to the recommendation of the department head and the approval of the City Manager.
3) No leave or combination of leaves as provided in this section shall be granted for more than a total of eight (8) months during a 12 month period. The 12 month period for calculating

leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken.

4) An employee must have completed six (6) months of permanent employment before being eligible for consideration of a medical leave of absence of more than thirty (30) days.

C) Refusal of Leave of Absence:
The department head or the City Manager shall refuse a leave of absence request if such a leave is contrary to the good of the City. A leave of absence for medical reasons where justified by medical evidence shall not be unreasonably denied except where there is no probability of return to work by the employee; or where the employee has exhausted the maximum leave of absence. Where the leave is refused, the employee must return to work or be terminated. The burden of medical evidence shall be upon the employee.

D) Holding Position Open:
Upon the expiration date of a leave of absence, duly granted in accordance with the provisions of this Section, an employee shall be returned to the same position or class of position as occupied when the leave of absence was granted.

E) Military Leave:
A leave of absence for military employment shall be granted to any employee as required by the laws of the United States or the State of California. An employee covered by this Agreement who leaves or has left the City services to enter the active service of the Armed Forces of the United States, and who subsequently is reinstated to a position previously held by him, shall be entitled upon completion of the following conditions to receive the rate of compensation at the step, including longevity, to which he would have been entitled had his service with the City not been interrupted by such Federal Service.

1) Employee makes a written application to the City within forty (40) days following release from active military employment;
2) Employee furnishes the City, for its inspection, a certificate of honorable or general discharge with the Armed Forces; and
3) Employee establishes to the reasonable satisfaction of the City that the employee is qualified to perform the duties of such position.

F) Family Leave:
1) As required by State and Federal law, the City will provide family leave for eligible employees. To be eligible an employee:
   a) Must have been permanently employed by the City for at least 12 months and have been employed for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave; or
   b) Must have been permanently employed by the City on a half-time basis for at least 12 months and have been employed for at least 1,040 hours during the 12 month period immediately preceding the commencement of the leave.
2) Family leave is permitted for the following reasons:
   a) Birth of a child or to care for a newborn of an employee;
   b) Placement of a child with the employee for adoption or foster care;
   c) Need to care for a child, parent or spouse who has a serious health condition.
   d) Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
3) Employees who meet eligibility under Section 4.5(F)(1)(a), are entitled to a total of 12 work weeks during any 12 month period. Employees who meet eligibility under Section 4.5(F)(1)(a) are entitled to a total of 6 work weeks during any 12-month period. The

12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken.

4) During a family leave an employee may concurrently use other accrued paid leaves in connection with the leave.
5) The total amount of family leave for which an employee is eligible will be inclusive with existing maximum periods as established in Section 4.5(B)(3) and (4).
6) Rights and obligations which are not specifically set forth in this section are set forth in the City's statement of Family Leave Policy and in the California Fair Employment and Housing Commission and the Department of Labor regulations implementing State and Federal Family Leave Acts.

G) Medical Examination at Termination of Leave:
Prior to the expiration of any leave of absence, the City Manager may determine, by evidence of medical examination or other reasonable evidence, if the employee is mentally and physically able to perform the duties of the position from which the leave was granted. If the City Manager has determined that the employee is unable to return to work, the employee will not be returned to work but shall have the right to submit the matter through the Civil Service Commission to review the reasonableness of such findings.

H) Any employee terminating or retiring at the end of the eight month medical leave of absence shall be paid an amount equal to four months of City health insurance contribution (including health contribution and City supplemental). Such amount shall not exceed the amount received by the employee immediately prior to separation of employment. The employee may choose to receive the full amount subject to 1099, defer the funds to the City 457 plan within the plan guidelines, or receive a net check with the appropriate federal, state and social security deductions. This provision applies only to employees participating in a City-sponsored health insurance program at the time of termination or retirement.

SECTION 4.6 BEREAVEMENT LEAVE

A) Each employee covered by this Agreement shall be entitled to up to 3 work shifts of bereavement leave with pay per death of eligible family members . Additional leave of up to 2 work shifts may be granted by the department head due to a death or funeral which occurs out of state, or in the state in excess of three hundred (300) miles from the borders of the City of Torrance. In the event there is a question of the distance of a locale from the City, then a map of the Automobile Club of Southern California shall be the deciding factor in the applicability of this section.

B) Such bereavement leave shall apply to a death in the immediate family as defined for family sick leave. In addition, up to 1 work shift of this leave may be used for a relative not named in the sick leave listing in a 12-month period, subject to verification by the department head.

C) Bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused.

D) The City shall have the right to require verification from the employee.

SECTION 4.7 COMPASSIONATE LEAVE

In the event that an employee covered by this Agreement dies, other represented employees from the department of the deceased member may be granted up to three (3) hours leave for the purpose of serving as pallbearer or to otherwise attend the funeral.

A) The number of employees who are granted this leave at any one time shall be at the discretion of the department head, consistent with the need to maintain a minimum work force during that time.

B) Such leave shall not be accruable nor shall it have any monetary value if unused.

C) With department head approval, employees may attend the funeral of a co-worker not in the same representation group or department.

SECTION 4.8 JURY DUTY

Any employee covered by this agreement who is summoned for jury service at any court during regularly scheduled hours of work will be entitled to regular compensation. Jury service fees other than mileage reimbursement must be deposited according to procedures as described in Administrative Rules in order to qualify for regular compensation. The amount of time allowed for jury service for an employee will correspond to the minimum time required by law.

Employees who serve on jury duty on their modified work schedule day off do not receive any extra pay for the day. They are, however, entitled to the jury service fee for that day.

SECTION 4.9 EMPLOYEE INSURANCE

A) Medical and Life Insurance **(effective at contract ratification through December 31, 2007)**

1) The City shall pay $100.00 per month per employee for active and retired employee health insurance. The $100.00 employer contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the $100.00 cannot be used for any other purpose. This amount may be increased from time to time by statute.

2) Active Employees: The City shall allocate $226.01 per month, per employee, as the employer's contribution to health insurance as provided by the City of Torrance. Any remaining funds may be used by the employee for the balance of approved health insurance plan premiums, dental, vision, life insurance. Any employee in this representation unit, who at the ratification of this contract, elects to defer an amount equal to the unused balance of the City's insurance contribution paid once each month at the time of the insurance contribution. Such amount shall be reported as earned income for tax purposes, but shall not be deemed as earned income for PERS and Social Security purposes. Employees wishing to take advantage of this option must complete the proper form in the Treasurer's office. The completed form must be submitted to the Treasurer's office prior to the normal payroll deadline for that month.

   Those active employees with family health plans will receive an additional supplemental to the health insurance premium equal to $160.76 per month commencing with the June 2007 premium. The supplemental health amount will increase to a maximum of $855.76 through the December 2007 health insurance premium for those employees who subscribe to City provided family health insurance.

3) Employees who elect, at the time of ratification of this contract, to receive the unused balance of the City's Insurance Contribution as cash, that amount shall be reported as earned income for tax purposes, but shall not be deemed as earned income for PERS and Social Security purposes. Any change in this assumption shall require a payment by the electing employee if both the employee and employer share any such liability from the inception of the program.

Given the increases to the health insurance premiums provided for by this Agreement, it is the intent of the parties to eliminate the previously provided cash contribution (i.e., city cafeteria contribution) to those employees who do not take health insurance from the City. However, given that existing employees who have not taken City-paid health insurance have been provided a cash amount as part of their compensation, it is the intent of the parties to "grandfather" existing employees as of the date of approval of this agreement by the City Council with their current cafeteria cash amount of $226.01. Employees hired after the effective date of this agreement will be not eligible for the cash in-lieu of selecting a health insurance plan option.

A) Medical and Life Insurance **(effective January 1, 2008)**

1) The City shall pay $100.00 per month per employee for active and retired employee health insurance. The $100.00 employer contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the $100.00 cannot be used for any other purpose. This amount may be increased from time to time by statute.

2) Active Employees: In addition to the PERS mandated amount (addressed in the matrix below) active employees shall be provided with an amount which may be used by the employee to pay for approved health insurance plan premiums, dental or vision insurance. The allocation of funds for these purposes are outlined in the matrix below:

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

	Health Insurance			
	NC (No Coverage)	**1 Party**	**2 Party**	**3 Party**
PERS Mandated Amount	$0	$100.00	$100.00	$100.00
City Health Contribution	$0	$273.98	$647.96	$872.34
Totals	$0	$373.98	$747.96	$972.34
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:

	Health Insurance			
	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
Totals	$0	$392.68	$785.36	$1,020.96
Any amount remaining may be used to offset family dental or towards 2 party or family vision.				

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

Given the increases to the health insurance premiums provided for by this Agreement, it is the intent of the parties to eliminate the previously provided cash contribution (i.e., city cafeteria contribution) to those employees who do not take health insurance from the City. However, given that existing employees who have not taken City-paid health insurance have been provided a cash amount as part of their compensation, it is the intent of the parties to "grandfather" existing employees as of the date of approval of this agreement by the City Council with their current cafeteria cash amount of $226.01. Employees hired after the effective date of this agreement will be not eligible for the cash in-lieu of selecting a health insurance plan option.

B) Long-Term Disability Benefits:

1) In accordance with the provisions of the Commercial short term/long term disability plan, employees with pre-existing conditions who do not qualify for coverage under the Commercial policy shall receive the following benefit:
   a) Commencing with the thirty-first (31st) calendar day after the first (1st) day of lost time, the employee shall receive two-thirds (2/3) base bi-weekly pay for a period of time not to exceed one (1) month for each two (2) months of service to a maximum of two (2) years.
   Employees who were participating in the City's Long-Term Disability program reduced their sick leave accrual to six (6) hours per month in exchange for coverage under the City's Long-Term Disability Plan.
   b) An employee requesting receipt of such benefits must meet the criteria specified in Attachment A and must request a medical leave of absence in connection with a request to receive long-term disability. The request for a medical leave of absence and for LTD benefits must be made in advance except where it can be shown that a bona fide emergency existed. The employee shall receive no benefits except as specified under subsection b) above. (Leaves of absence are covered under Section 4.5.)
   c) Payments, pro-rated for actual time on LTD, will commence on the thirty-first (31st) day of lost time by warrant issued every twenty-eight (28) days or portion thereof.
   d) The maximum of two (2) years shall be for a single or multiple instance subject to the employee restoring such benefit one (1) month for each (2) months of service. The "Maximum Benefit Period" means twenty-four (24) calendar months.
   e) Such insurance is subject to administrative rules in Attachment A.

2) Employees who were active employees on or after August 1, 1997 and who qualify for the Commercial Insurance long term/short term disability program shall be covered as follows:
   a) An employee must request a medical leave of absence in connection with a request for such benefits.
   b) After an elimination period, employees will receive 2/3 base pay for a period of time as determined under the guidelines of the commercial insurance policy.
   c) Eligibility for this Commercial plan, and all provisions of the plan are in accordance with the commercial insurance policy.

3) If the cost of life insurance is not 0.23 per $1,000 per month per employee, the parties will meet to discuss options.

C) Employees covered under this agreement shall receive a life insurance policy in the amount of no less than $50,000 effective FY 2005-2007.

D) The City shall continue health and life insurance premium payment during a legitimate medical leave of absence for a period not to exceed eight months for any employee covered by this Agreement.

E) Dental Insurance:

Effective January 1, 2006, all employees covered under this agreement will receive at no cost to the Association one-party dental insurance. Effective January 1, 2007, All employees covered by this agreement will receive two-party dental insurance. This benefit has no cash value if not used. If employees want to cover additional family members not covered in either 2006 or 2007, additional insurance may be purchased.

F) Vision Insurance

All employees covered under this agreement will receive at no cost to the Association one-party vision insurance. This benefit has no cash value if not used. If employees want to cover additional family members not covered, additional insurance may be purchased.

SECTION 4.10 RETIREMENT

A) Employees covered by this agreement shall be covered by the City contract with the Public Employees' Retirement System 2% at 55 plan including military buy-back and highest single year retirement option and supplemented by Social Security.

B) The City shall pay the employee's 7% contribution to PERS for employees of TCEA pursuant to Section 20615 of the California Government Code.

C) The seven percent (7%) paid by the City be considered as employer-paid member contributions (EPMC) in accordance with Government Code Section 20-023 (c)(4). For clerical employees, the EPMC became effective July 1, 1979.

D) Employees hired after January 1, 1977, shall reimburse the City of actuarial liability created by their individual participation under the military buy-back provisions of this plan.

E) Employees covered by this agreement are eligible for the $5,000 retired death benefit (PERS Section 21623.5)

F) PARS Defined Benefit Plan
   1) Employees covered through this Agreement may wish to establish a supplemental retirement system called PARS.
   2) PARS is a private retirement plan administered by Public Agency Retirement Services; and
   3) Employees covered through this Agreement may wish to utilize a percentage no greater than 3.5% from the pay grids set to go into effect on February 3, 2008 and/or February 1, 2009. If the program is implemented, then the pay grids will be adjusted to reflect the percentage used to fund the benefit. The election to develop a PARS benefit must be noticed to the City no later than six months prior to the implementation of the new pay grids with the dates as outlined above.
   4) Further costs for the administration of the plan, such as actuarial studies and other expenses will be paid for from the plan itself and not by the City.
   5) The employee organization further agrees that when conducting future salary surveys, the Torrance salaries will be increased by the total of percentage used for comparison purposes, along with any future pay adjustments, either up or down.

6) Any new classes moved into this agreement shall be subject to meet and confer for plan costing, surveys and other aspects of this agreement.

SECTION 4.11 DEFERRED COMPENSATION

The references to and option to fund the RHSP and the existing language in this Section 4.2 is deleted as of December 31, 2007.

A) Employees covered by this Agreement shall be eligible to participate in the following deferred compensation plans: a 457 plan and a Retirement Health Savings Plan. Rules of these plans are contained in the applicable Government Code Guidelines as well as the City's Plan documents on file with the City Treasurer.

B) Upon retirement or termination, the employee shall have the option to defer the sick leave and vacation payoff into the 457 Plan and/or the Retirement Health Savings Plan (RHSP) up to the annual limit of deferred savings allowable for that year under Federal Law. However, in order to defer hours into the RHSP, employees must enroll in the plan prior to retirement or termination.

C) Retirement Health Savings Plan

1) For retiring or separating employees that are currently enrolled and have elections in place as of December 31, 2006, the following shall apply through December 31, 2007:
   a) Contributions into the plan in increments of 10% up to 100% of either or both of the totals of accrued sick leave and vacation leave.
   b) Any excess sick or vacation leave not paid into the RHSP may be deferred into the 457 plan up to limits allowed by law or will be paid in cash.

2) For any active employee who is currently enrolled and have elections in place as of December 31, 2006, the following shall apply through December 31, 2007:

   Any elected sick leave or vacation leave balances in increments of 10% up to 100% over 500 hours as of October 15, 2007 will be deposited into the plan.

D) For active employees, the deferral program shall apply to the following:
   1) Cash out of vacation (Section 4.2.i)
   2) Cash out of sick leave (Section 4.3.d)
   This deferral is up to the limits set by Federal Law and is exclusive of the $100.00 per month contributed by the City toward employee or eligible annuitant's medical insurance.

E) Effective August 10, 2003, or at the completion of one (1) year of service, employees become eligible for and shall receive a non-matching deferred City contribution of $400 per calendar year or $17.40 per pay period.

SECTION 4.12 MEMBER RELATIONS

Every year on the first pay period of November, employees will be given a grocery certificate for $125.00 for groceries from the City and TCEA. The City will purchase the certificates and distribute the certificates and will include a joint letter of appreciation. Should the City purchase the gift certificates at a discount, the City will provide a certificate at a higher value to all employees.

SECTION 4.13 SAFETY SHOES

A) Safety Shoes:
Employees covered by this Agreement who are required by their department head to wear safety shoes shall be paid a shoe allowance of $100.00 each six (6) months of employment payable during June and December of each year. Employees who are on the payroll effective the first pay period in June and December will be eligible for such benefit. Such an employee is subject to appropriate disciplinary action for failure to wear these safety shoes while on the job.

ARTICLE 5 - HOURS OF WORK

SECTION 5.1 NORMAL HOURS OF WORK

A) Effective February 6, 1994, all employees covered by this agreement are on a 9/80 work week schedule, with the exception of:
- Police Records[1]
- Minute Secretary (The Minute Secretary shall be allowed to have a flexible hours work week.)

B) Employees not on a 9/80 or 4/10 work week schedule shall normally work a five (5) day, forty (40) hour work week.

C) There shall be at least eight (8) hours between regular shifts worked by any employee. Any time worked within that eight (8) hour spread shall be treated as overtime.

D) Employees covered by this Agreement will be given notice five (5) working days prior to any shift change or change in working hours, except in the case of emergencies. This shall not apply to rotating shifts, bidding procedures or other shift changes that occur on a regular basis.

E) Other City divisions not located in the City Hall complex may modify schedules for work groups to operate on either a 9/80 "open" or 9/80 "closed" schedule that does not conform to the above.

F) TCEA and Management may modify the definition of a normal work week and the provisions of overtime to accommodate a flex-time approach subject to the joint agreement of the parties and a Supplemental Memorandum of Understanding.

SECTION 5.2 LUNCH

Employees covered by this Agreement shall be entitled to a lunch period of up to one (1) hour.

A) Lunch periods shall be without pay except for employees in the classifications of Services Officer assigned to the front desk/jail and Police Communications Operator.

B) There shall be no restrictions on employees during lunch periods that reduce the amount of time allotted for lunch. Restrictions placed upon employees during lunch periods on their own time, that reduce the amount of allotted time, shall be compensated for as overtime.

C) The amount of time for lunch period and the procedure for taking a lunch period shall be determined by departmental rules and regulations.

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[1] There is a 4/10 work week schedule for employees covered in this classification.

SECTION 5.3 REST BREAKS

Employees covered by this Agreement may be allowed up to fifteen (15) minutes as a rest period in accordance with department rules during each half of the regular workday or regular work shift. In such cases:

A) These rest periods will not be taken at the beginning or end of either half of the regular workday or work shift.

B) Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.

C) The provisions of this Section may be modified by a supplemental Agreement between TCEA and the City to effectuate a flexible work hour concept.

D) Rest periods shall be taken at or near the worksite.

ARTICLE 6 - OVERTIME

SECTION 6.1 OVERTIME

A) Employees covered by this Agreement who work a 5-day 40-hour work week shall be compensated by pay at the rate of one and one-half (1½) times the regular hourly rate of the employee for hours worked in excess of eight (8) hours in any one (1) work shift or forty (40) hours in any one (1) week.

For employees on the 9/80 or 4/10 program, employees shall be compensated by pay at a rate of 1½ times the regular hourly rate of the employee for hours worked in excess of a regularly scheduled shift or work week.

B) Computation:
Overtime shall be computed for actual time worked. This includes paid leave taken during the pay period.

C) Claims for Compensation:
Overtime worked must be reported by the employee to the Finance Director within fifteen (15) calendar days after the end of the pay period in which the employments were rendered. Failure to do so waives any claim for compensation for such employment by the employee concerned.

D) The provisions of this Section may be revised by a Supplemental Memorandum of Understanding between the representatives of Management and the representatives of TCEA.

E) An employee may request compensation in the form of time off at the rate of time and one-half (1½) for hours worked in lieu of pay subject to the approval of the department head. Such compensatory time cannot be accrued in excess of sixty (60) hours.

F) Whenever practicable, overtime shall be first offered to permanent, full time employees of a class within the department and division. There shall be continued discussions in each department with the intent of establishing procedures for such offers of overtime. In emergency situations, and when no volunteers are found using the seniority basis, overtime may be mandatory through an inverse seniority assignment.

G) Any employee of the Police Department required to appear in court, or placed on call at the station in the performance of his/her duties, shall be compensated at the regular overtime rate for a minimum of two hours or for the actual time spent in court inclusive of the court's lunch break, if required to report back to court following lunch. If on-duty hours are contiguous to this two (2) hour minimum, the employee shall be compensated for actual hours spent in court.

SECTION 6.2 CALL OUT

The City and TCEA jointly recognize and commit to resolving the problem regarding employee response to call out.

An employee called out after regular working hours to respond immediately for emergency work shall be compensated at double time rate for the first two (2) hours with a guaranteed minimum of two (2) hours. Such minimum shall be increased to three (3) hours if an employee is called out after 12:00 midnight and before 5:00 a.m.; provided, however, that call out work in excess of the first two (2) hours will be compensated at the regular overtime rate. Availability for emergency call out shall be determined by departmental rules and regulations.

Such shall not apply to scheduled holiday work as prescribed under Section 4.1(D)(2), Holiday Work Pay - Scheduled Work.

ARTICLE 7 - CONDITIONS OF EMPLOYMENT

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.

SECTION 7.2 DISCIPLINARY PROVISIONS

A) An employee may be suspended without pay, demoted or discharged for just cause. Employees, other than probationary, shall have the right of appeal provided under Civil Service Rules and Regulations and the Torrance Municipal Code.

B) An employee may request that a written reprimand be removed from his/her permanent personnel file providing the following conditions are met:
   1) A standard performance evaluation has been maintained during the two year period following the date on the written reprimand; and
   2) There has been no discipline during the two year period of time.
   3) For purposes of this section, discipline shall be defined minimally as a written reprimand.

SECTION 7.3 [ ]

SECTION 7.4 TRANSFER

Laterals

A) Permanent employees in a job classification represented by TCEA may make themselves available for lateral entry into a classification in any representation unit represented by TCEA whose salary range is equal to or less than that of the classification of position presently held by the employee. (A salary range shall be considered to be equal to if there is less than a seven and one-half percent [7.5%] difference in the highest step in the base salary range for the class.)

B) When a position in a classification for which employees have applied for lateral entry becomes vacant, employees who have so applied shall be given the opportunity to lateral into the position pursuant to the following:
   1) No promotional list exists for the position.
   2) The department heads involved approve of the lateral appointment. Such approval will not be required where lateral appointment is the result of a layoff or medical disability.
   3) The City Manager concurs in the lateral appointment.
   4) Priority of consideration shall be on the basis of seniority subject to the above. The employee shall receive a progress report from the department head at the end of each thirty (30) day period. If an employee does not qualify, he shall be returned to his previous status. The approval and verification of department head and the City Manager shall be final.
   5) Such lateral appointment of the employee shall be subject to a (180) day period to verify his competency in the new position.
   6) If an employee accepts a lateral transfer, his salary shall be at his former rate or at the highest step of the lower range, whichever is the lower.

C) Transfers
   1) Employees who make in class transfers shall be subject to a 6-month probationary period.
   2) Items (b)2-6 above shall apply.

D) Medical Lateral Transfer
   1) Employees are subject to medical, lateral transfers shall be subject to a six-month probationary period.
   2) Medical laterals who do not pass qualification period will again be evaluated for current vacancies for which they qualify based physical restrictions and which are within the other guidelines (Section 4.4)

SECTION 7.5 LAYOFF PROVISIONS

A) Management retains the right to modify or eliminate this section pursuant to any court action or subsequent legislation which overturns, modifies, or repeals AB 702.

B) Prerequisite for Layoff:
   When as a result of a cutback in personnel it becomes necessary to initiate a layoff of employees in any representation unit covered by this Agreement, the following shall be the prerequisite to such a layoff:
   1) The City will give at least 30 days notice to the Association prior to any layoffs.
   2) All temporary, seasonal and/or recurrent and probationary employees have been released from the class.
   3) Employees in the class have been given an opportunity to seek lateral transfer to existing vacant positions (See Section 7.3).
   4) Management will meet and consult with the representatives of TCEA over alternative courses of action to avoid such layoff.

5) Notice of actual layoff shall be given no less than 15 days before the date of implementation. Such shall include:
   a) Classification where layoff is to occur;
   b) Seniority list by total continuous City seniority of employees in the effected class;
   c) List of current permanent vacancies in all classes represented by TCEA;
   d) Separate notice to any employee in the class who has two (2) or more below standard ratings within the preceding three (3) years.

C) Order of Layoff:
   1) Employees who have two (2) or more below standard ratings within the preceding three (3) years shall be laid off first. Any employee whose most recent rating out of the last three years is standard or above may be excluded from this section;
   2) Next layoff shall occur on the basis of City-wide seniority, the least senior employee based on total continuous employment shall be laid off first and any subsequent layoff shall proceed to the next least senior;
   3) Ties in Seniority:
      Where the total and continuous employment of two (2) employees are of the same length, seniority shall be decided by the drawing of lots.

D) Voluntary Reduction of Class:
   An employee so laid off may choose voluntary reduction of class so as to avoid layoff.
   1) Such voluntary reduction can be to a lower class of previous standing or to a lower class in the same occupational grouping (See Section 2.1).
   2) If the voluntary reduction in class causes a layoff in the lower class, such layoff shall follow the provisions of this Section.

E) Recall:
   Employees who laterally transfer, take a voluntary reduction or are laid off pursuant to the provisions of this Section shall have their names entered onto a recall list for the classification of original standing.

   1) Such list shall be in inverse order of layoff, lateral transfer or reduction.
   2) A recall list shall be kept by the Civil Service Commission and shall be used when any vacancy for that class is to be filled.
   3) The list shall be maintained until all names have been offered an opportunity for recall or at the end of two (2) years, whichever occurs first.
   4) The appointing authority shall offer appointment to the first name on said list. If the individual accepts, he or she shall be appointed. (After sixty [60] days from the date of layoff the employee may be required to take a medical examination so as to ensure the employee is medically and mentally capable of performing the duties of the class. The individual shall still be required to meet the minimum standards of the class.)

F) Layoff from Other Representation Units:
   In the case of a layoff in a classification not covered by this Agreement, an employee who had previous employment in a classification covered by this Agreement shall have the same rights as listed in subsection c), provided, however, that such an employee's seniority shall be based solely upon total employment in classifications covered by this Agreement.

SECTION 7.6 INACTIVE STATUS

Subject to the approval of the employee's department head, the City Manager and the Civil Service Commission, an employee may request inactive status.

A) Such a request must be made before the termination of an employee or within thirty (30) days of such termination.

B) Inactive status shall continue for no more than one (1) year.

C) Inactive status shall qualify a past employee to be certified as a name in addition to the five (5) open or three (3) promotional eligibles for a vacant position in the classification from which he was terminated.

D) All employee benefits shall not accrue during such inactive status and the employee shall have a break in continuous employment.

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 TCEA in writing of its intent to prepare and submit a revised class specification to the Civil Service Commission for action. TCEA will be invited to give input into the formulation of the revised specifications via meetings between the City and the TCEA. After the proposed revised specification is drafted, the City will submit the revision electronically to TCEA for review, redlining and modifications. Within 30 days, TCEA 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 TCEA, then both versions will be sent to the Civil Service Commission to discuss and decide what class specs will be adopted. If either side is dissatisfied with the outcome of the Commission, the City or the TCEA may present its position to the City Council.

The Council item will include TCEA's position as an attachment. The Human Resources Department will notify TCEA of the scheduled City Council meeting four weeks in advance. TCEA 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.

SECTION 7.8 [ ]

SECTION 7.9 LABOR CODE

TCEA and Management agree to incorporate Labor Code Section 1198.5 into this agreement by reference.

SECTION 7.10 WORK RULES

The City shall have written work rules for each Department. Such rules shall be transmitted to TCEA within ninety (90) consecutive days of the signing of the MOU. These rules shall cover breaks, lunch hours, reporting for sick leave, sick leave standards, safety, uniform standards, vacation scheduling and discipline procedure. The City will meet and confer and/or meet and consult regarding Departmental work rules upon request by the recognized employee representative. Where an impasse develops, TCEA may make use of the impasse procedure of the Employee Relations Ordinance.

Where meet and confer and meet and consult are appropriate, the employee and TCEA may still make use of the grievance procedure where appropriate.

SECTION 7.11 USE OF CITY VEHICLE

The use of an assigned City vehicle shall be for City purposes only and misuse shall be grounds for disciplinary action.

ARTICLE 8 - GRIEVANCES

SECTION 8.1 DEFINITION OF GRIEVANCE

A grievance is a complaint by one or more employees concerning the application or interpretation of ordinances, rules, policies, practices or procedures within the scope of this Agreement affecting the employee's wages, hours and working conditions. The Association may file a grievance in the name of the Association in lieu of a named employee.

SECTION 8.2 SCOPE OF GRIEVANCE PROCEDURE

This procedure shall be used to resolve every grievance for which no other methods of solution are provided by law; provided, however, that it shall not include a complaint arising from disciplinary action.

SECTION 8.3 THE GRIEVANCE PROCEDURE

A) First Step: Supervisory Level
   1) The employee(s) and/or the representative(s) shall notify the supervisor that he/she/they are bringing a grievance.
   2) The grievance may be presented orally or in writing. If the grievance is presented in writing, it must be on the grievance form. The employee(s) or representative(s) must complete each section of the form. If the form is not complete, it will be returned to the employee(s) or representative for completion. The timeline will be extended for five (5) working days to complete this task.
   3) The aggrieved employee(s) and/or a representative shall meet with the employee's immediate supervisor.
   4) The immediate supervisor may ask for a superior to participate.
   5) If a grievance is not resolved by the end of the fifth full working day, after being received by the immediate supervisor, the employee may within ten (10) working days appeal in writing to the department head on a form provided by the City.
   6) If a grievance is against a department head, the employee shall appeal in writing to the City Manager.
   7) Copies of grievances filed at this level of the grievance procedure will be sent to the president of TCEA.

B) Second Step: Department Head Level
   1) The aggrieved employee(s) and/or a representative(s) shall meet and consult with the employee's department head, or City Manager if grievance is against department head.
   2) The department head may have the employee's superiors present at such conference.
   3) If the grievance is not resolved by the end of the fifth (5th) full working day after being received by the department head, the employee may within ten (10) working days appeal in writing to the City Manager.

C) Third Step: City Manager Level
   1) The aggrieved employee(s) and/or a representative(s) shall meet and consult with the City Manager or a designee.
   2) The City Manager may require the department head to be present at such conference.
   3) If grievance is not satisfactorily resolved by the end of the fifth (5th) full working day after being received by the City Manager, the employee may, with the concurrence of TCEA, appeal in writing within ten (10) working days to the City Manager for binding arbitration. If the employee fails to appeal, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

D) Fourth Step: Arbitration
   1) As soon as is practicable, and in no case later than ten (10) working days after receipt of an appeal, the City Manager or designee shall request a list of seven (7) names from the American Arbitration Association or the State Mediation and Conciliation Service. The parties shall alternate between the American Arbitration Association and State Mediation and Conciliation Service.
   2) Representatives of TCEA and Management will select an arbitrator within three working days from receipt of the list. If 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.
   3) The decision of the Arbitrator shall be final and binding. Such decision shall not add to or otherwise modify the language of this Agreement.
   4) Cost of arbitration shall be equally shared by the parties.

SECTION 8.4 GENERAL GRIEVANCE PROVISIONS

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

B) The aggrieved employee(s) and representative(s) shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.)

C) A grievance shall be considered untimely if not presented by the employee within thirty (30) calendar days of the alleged grievance or within thirty (30) days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.

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

E) Management will notify TCEA of any grievance involving the terms and conditions of this Memorandum of Understanding.

F) The TCEA representative has the right to be present at any formal grievance conference concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

G) Employees are assured freedom from reprisal for using this grievance procedure.

H) An employee who has initiated a grievance or assisted another employee in initiating and/or processing a grievance shall not in any way be coerced, intimidated or discriminated against.

I) If the City fails to respond within any of the timelines set forth above, the grievant may proceed automatically to the next step.

J) All parties shall participate in good faith at each step of the of the process. Failure to do so may result in the grievance being denied.

SECTION 8.5 STEWARDS

A) On July 1 of each year, TCEA will submit to the Personnel Department and City Manager a written list of employees who have been selected as stewards. The number of stewards assigned to the City work sites shall be determined by TCEA. The list shall be kept current by TCEA.

B) When attendance at a formal grievance conference is requested or required, the stewards shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business.

C) Upon entering other work locations, the stewards shall inform the supervisor in charge of the nature of the steward's business.

D) The officially designated on-site steward or alternate may, with the permission of his/her supervisor, be released from duties one-half hour early for the purpose of reviewing personnel file(s) necessary for the processing of grievances/disciplinary matters. Such review must have the written authorization of the employee(s) involved and must be coordinated with the Personnel Department prior to the review.

E) TCEA agrees that a steward shall not receive additional compensation for the time spent performing any function of a steward.

ARTICLE 9 - GENERAL

SECTION 9.1 SECURITY PROVISIONS

A) The following Agency Shop provisions shall apply to employees in classifications listed in Section 2.1 of this agreement who were hired after August 9, 1994. Clerical members hired prior to August 9, 1994, shall remain members in good standing of TCEA during the effective life of this Agreement.

1) No later than thirty (30) days from the beginning date of employment each employee shall either become a member of Torrance City Employees Association (TCEA) or pay to TCEA a service fee of one hundred percent (100%) of the monthly dues and general assessments of TCEA.

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 organizations 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.

*A covered employee is defined as one who has completed six (6) months of continuous service from his/her original date of appointment and who is a member of the Public Employees Retirement System.

2) The City will provide to TCEA a listing of all new employees, their classifications, departments and department/division telephone numbers within two weeks of their hire date.

3) Notification of new employees.
   a) An authorization card will be distributed by TCEA during the New Employees Orientation meeting which occurs on the first Monday of each month.

B) 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 TCEA under the terms contained herein.

C) The City shall also apply this provision to every permanent employee who transfers into this representation unit after July 30, 1989, within 60 calendar days of the transfer.

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

G) TCEA shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Clerk 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.

SECTION 9.2 NON-DISCRIMINATION, EQUAL OPPORTUNITY AND SEXUAL HARASSMENT

A) The City and TCEA support the concept of equal employment opportunity.

B) Neither the City nor TCEA shall discriminate on the basis of age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union or non-union affiliation, or political affiliation.

C) The City and TCEA agree that they will work to ensure a working environment free of discriminatory harassment.

D) The parties agree to cooperate actively and positively to provide encouragement, assistance and appropriate training opportunities. Where feasible, the City will provide on-the-job training and other training opportunities.

E) This section is expressly non-grievable. Any violation will be redressed through the City Discrimination Policy.

SECTION 9.3 JOB ACTION

A) TCEA and its members agree that during the term of this Agreement there shall be no strike, slowdown, concerted use of sick leave 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 TCEA provided the employee organization promptly and publicly disavows such unauthorized 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 have affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action against individual employees participating in the concerted job action.

SECTION 9.4 TRAINING

A) Job Training:
During the life of this Agreement, the representatives of TCEA and Management will jointly develop a training program. The intent of this program will be to encourage upward mobility and to develop the full potential of the employee.

B) Training Fund:
There will be a special Training and Material Fund of $1,375 for TCEA. TCEA must provide receipts to the City to be reimbursed. If the funds are not used during the fiscal year, unused funds may be carried over into the next fiscal year. There is no upper limit on the amount that may be carried over from year to year.

C) The City shall work in cooperation with TCEA with employees interested in specific skill training to make equipment and assistance available where possible for training during the employees' off duty hours.

D) Training funds may also be used for purchasing training materials such as books or software, equipment or paying training personnel. Training or activities must be done on non-work hours, or when employees use leave time to go to training, or the fund can be used to pay employee pay while at training.

SECTION 9.5 EMPLOYEE RELATIONS LEAVE

An amount equal to 57 hours (6.3 work shifts) per fiscal year shall be available for employees to participate in Employee Relations Leave outside the City. If the 57 hours are used up, and if there is a convention that requires the use of additional hours, impacted employees may ask their Department Heads for permission to use up to an additional 27 hours with the concurrence of the City Manager or designee. This 27 hours amount is not subject to carry over if unused.

The City will track these costs and any amount requested over this amount may be taken, but employees must then use their own accrued time such as vacation or compensatory leave or attend meetings without pay. Unused hours from the previous year can be carried over and will be used first in subsequent years; however maximum shifts used in any one year can never exceed 90 hours. The three discretionary shifts which are subject to Department Head and City Manager approval cannot be carried over.

SECTION 9.6 CIVIL SERVICE EXAMINATIONS

Any employee who has applied for, and been notified of acceptance to take a Civil Service examination for a City of Torrance position, may take paid time off to take the examination if it takes place during his/her regular work shift. The employee, however, must give seventy-two (72) hours notice to his/her supervisor of the examination in order to receive pay. (Copy of Civil Service appointment slip is appropriate notification.)

SECTION 9.7 WELFARE TO WORK

Duties normally performed by employees represented by TCEA, shall not be assigned to welfare recipients, welfare to work participants or any public, private or nonprofit organization using the services of welfare recipients. Such individuals shall displace no TCEA represented employees. Displaced shall be defined as partial displacement such as reduction in hours of work, wages or employment benefits.

SECTION 9.8 FAMILY LEAVE

The parties agree that they will adhere to the State Law allowing 40 hours of unpaid participation per calendar year to participate in children's school activities, including licensed day care.

ARTICLE 10 - MISCELLANEOUS

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 Attachment C to provide notice of their request to use release time. Release time will not be unreasonably denied.

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 (½) hour before and one (1) hour after.

B) Hearings:
Release time is available for time spent in hearings (e.g., PERB, discipline, 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.

SECTION 10.2 MONTHLY MEETINGS

A) Management and TCEA agree to meet monthly to discuss any issues which may be brought forward by either party. Any meeting may be canceled or rescheduled by consent of both parties.

B) Requests may be made for meetings to be held between stewards and/or executive board members and employees covered by this agreement. Upon request of the TCEA departmental steward or executive board member, management will make every effort to provide a meeting room in close proximity to the department location. The request from the employee organization must be made to management in writing at least 72 hours in advance. Meetings shall be held before or after working hours and shall normally take place no more than once per month. Management will allow the employee organization to post notices on the meetings at least one day in advance.

ARTICLE 11 - EFFECTIVE DATES

SECTION 11.1 PROVISIONS EFFECTIVE

This Agreement shall be effective from the date of its approval by the City Council and until February 28, 2010, unless superseded by a subsequent Agreement. Such agreement may be reopened for further meeting and conferring, and may be continued or modified by the consent of both parties.

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 given in the following manner:

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.

C) Effectiveness

Any and all notices, demands or other communications ("Notices") required or desired to be given hereunder by either party shall be in writing and shall be validly given or made by any of the following methods:

1) By personal delivery;
2) By facsimile transmission if also deposited at the same time for delivery by United States mail in the manner described in clause (iii);
3) By deposit in the United States mail, certified or registered, postage prepaid; or
4) By delivery by a same day or overnight courier (e.g., Federal Express, etc.).

For Notices served personally or by courier, service shall be conclusively deemed made at the time of such personal service or refusal to accept service. Notice served by facsimile transmission shall conclusively be deemed to have been made as of the earlier of:

1) The first business day following the date of transmission to the facsimile number, if any, shown above, so long as the sender has reasonable confirmation of the receipt by the receiving facsimile machine of the facsimile transmission; or
2) The date of receipt or refusal of the concurrently mailed copy of the Notice.

If such Notice is transmitted by mail, such shall be deemed delivered upon actual delivery or refusal to accept delivery, addressed to the party to whom such Notice is to be given at the address set forth above. Any party hereto may change its address or facsimile number for the purpose of receiving Notices as herein provided by a written notice given in the manner as outlined in Section 12.1.B above to the other party or parties hereto. By following the methods as

outlined for Notice, it will constitute notice given in accordance with this provision on the date received or refused.

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 May, 2007.

_____
Mayor of the City of Torrance

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By _____
Ronald T. Pohl
Assistant City Attorney

ATTACHMENT "A" (REVISED)
CITY OF TORRANCE
PERSONNEL DEPARTMENT PROCEDURES AND RULES REGARDING LONG TERM DISABILITY PLAN AND PARTIAL DISABILITY

I. PURPOSE

To provide a uniform approach for administering the City's Long Term Protection Plan.

II. DEFINITIONS

1. "Injury" means bodily injury caused by a non-industrial accident occurring while the employee is employed by the City.
2. "Sickness" means non-industrial sickness or disease causing loss of employment while the individual is employed by the City.
3. "Total Disability" means the substantial inability or physical incapacity of the employee to engage in his/her regular occupation or an occupation of similar compensation as a result of non-industrial sickness or injury.
4. "Partial Disability" means the substantial inability or physical incapacity of the employee to engage, except on a half-time basis, in his/her regular occupation or an occupation of similar compensation as the result of non-industrial sickness or injury.
5. "Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the disability.

III. BENEFITS UNDER THE CITY PROGRAM

1. Total or Partial Disability:
   If an injury or sickness results in continuous total disability or continuous partial disability or combination of both, the employee while covered hereunder, who requires "regular care and attendance", shall receive from the City the monthly benefit. The monthly benefit will terminate on the earliest of:
   a) The date of death of the employee;
   b) The date benefits have been incurred for the maximum benefit period;
   c) The date the employee retired (provided, however, that the employee shall receive a total of the monthly benefit related to a combination of both retirement and long term disability benefits if totally or partially disabled to the normal expiration of benefits);
   d) The date the employee ceases to be totally or partially disabled;
   e) The date specified in a settlement agreement between the employee and the City. The employee shall be eligible for benefits as noted below:

Full-time Employment		Full-time LTD
Two (2) months	=	One (1) month
Full-time Employment	=	Part-time LTD
One (1) month		One (1) month
Part-time Employment	=	Full-time LTD
Four (4) months		One (1) month
Part-time Employment	=	Part-time LTD
Two (2) months		One (1) month

2) Recurrent Disability:
   a) If, following a period of disability due to sickness or injury, for which the monthly benefit was payable under the program, the employee shall resume duties of his or her regular

occupation for a continuous period of one year or more, any subsequent disability resulting from or contributed to be the same cause or causes shall be considered as a new period of disability.

b) If the injured employee resumes the duties of his/her regular occupation for less than one year period of time, the following shall apply:
   1) A subsequent disability resulting from the same cause shall be considered a continuation of the original incident. The employee shall be eligible for the length of time specified in the Long-Term Disability Benefit section of the Resolution less that amount of time previously utilized for the same incident.
   2) An employee who sustains a subsequent disability resulting from a new cause shall be eligible for one month of benefits for each two months of service worked in the intervening period of time plus any earned time remaining from the initial incident.

c) The determination as to whether a disability is a new incident or a continuation of an original incident shall be subject to verification by medical authority and appropriate supporting medical documentation.

IV. REDUCTIONS

1) The monthly benefit otherwise provided under this program for any period shall be reduced by any amount received by or due to be received by the employee from the following sources for the same period so that the total combined amount shall not exceed the employee's base pay:
   a) Any State or Federal Government Disability or Retirement plans;
   b) Salary or wages paid by the employer or other employer;
   c) Worker's Compensation or any similar law;
   d) Any total disability and total and permanent disability provisions of any insurance policy; and
   e) Unemployment insurance.

V. TERMINATION OF COVERAGE

1) The coverage of any employee shall terminate on the earliest of the following dates:
   a) The date the program is terminated by mutual agreement of the employee groups and the City of Torrance;
   b)[2] The date the employee leaves or is dismissed from the employment of the employer, is retired or leaves the representation groups covered by the Master Resolution.
   c) The date of entry of the employee into military service except for temporary duty of 30 days or less.
2) Such termination shall be without prejudice to any pre-existing total disability claim of the employee except as agreed to between the parties in settlement.

VI. EXCLUSIONS

1) The program does not cover disability:
   a) Resulting from any intentionally self-inflicted injury;
   b) Caused by or resulting from service in the Armed Forces of any country, except for temporary active duty assignments of not more than 30 days.
   c) Resulting from any act of war, declared or undeclared;
   d) Resulting from participating in or consequence of have participated in the committing of a felony.

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[2] Monthly benefits may extend beyond the termination date of employment for the maximum benefit period, provided, however, that insurance coverage was in effect at the time the injury/illness was sustained.

ATTACHMENT B

CATASTROPHIC LEAVE PROGRAM

Purpose

The purpose of this Catastrophic Leave Program is to allow employees to assist another employee during times of personal crisis when serious illness or injury has incapacitated him/her or a family member and the employee is therefore unable to work. It can also be used for employees who suffer catastrophic illness or injury who must undergo intermittent medical treatment such as chemotherapy. This program is solely for employees whose accrued leave balances have been exhausted.

Policy

The Catastrophic Leave Program allows an employee to transfer eligible leave hours (vacation, sick leave, compensatory time and/or administrative leave) to another employee when a catastrophic illness or injury occurs. A catastrophic illness or injury is defined as a serious health condition which substantially incapacitates an employee or qualifying family member, or which forces the employee or family member to undergo ongoing or lengthy substantial medical treatment. The illness or injury further creates a financial hardship because the employee has or will exhaust all leave time. For the purpose of the Catastrophic Leave Program, qualifying family member shall mean an employee's parents, step parents, spouse, children and stepchildren.

An employee will not be eligible for catastrophic leave until he/she has exhausted all leave time, including sick leave, vacation, compensatory time and administrative leave.

Donated hours may be used under the following situations:

- To cover the elimination period before short-term and/or long-term disability benefits begin
- To supplement short-term and/or long-term disability benefits
- To cover the time used on unpaid Family Leave

Procedures / Guidelines for Using Catastrophic Leave

1. Leave of Absence paperwork[3] must be submitted to the Human Resources Department. It should include medical certification of a serious health condition per the FMLA guidelines and the dates the employee expects to be absent. The leave must be approved by the Department Head and the Human Resources Director.
2. Verification of illness or injury of the employee or qualifying family member must be provided in writing by the treating physician on the City provided forms.
3. The employee or representative makes a request for catastrophic leave donations to the employee's department. The City Manager's Office is then notified and advertises the donation request via e-mail.
4. The period of absence will be determined by the written verification of the employee's or family member's physician and will not be based on the number of hours donated. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one year period, as is allowed by the Family and Medical Leave Act.
5. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one-year period, as is allowed by the Family and Medical Leave Act.

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[3] Monthly benefits may extend beyond the termination date of employment for the maximum benefit period, provided, however, that insurance coverage was in effect at the time the injury/illness was sustained.

6. Employees must exhaust all personal leave hours (vacation, sick leave, etc.) prior to using any donated hours.
7. Employees will not accrue vacation, sick leave, or service time while using donated hours.
8. Donated hours may not be converted to cash ("cashed down").
9. The catastrophic leave bank will be closed and no further donations will be accepted under the following conditions:
    - The ill/injured employee returns to work full time, or
    - The 12 weeks of Family Leave have been exhausted, or
    - The ongoing, intermittent treatment program has been completed.

    In these cases, any unused donated balances will be returned to the respective donating employees.

    Any subsequent illness after the close of the bank will require a new request and approval.

Procedures/Guidelines for Donating Hours

1. Employees who wish to donate eligible leave hours must complete a Catastrophic Leave Bank Transfer Authorization form.
2. Donations of Catastrophic Leave hours are made on a voluntary basis.
3. All donated time must be in increments of one hour or more.
4. Donations of leave hours, once used, are irrevocable and become part of the receiving employee's leave bank.
5. Employees with less than 40 hours of sick leave may not donate sick leave hours. This provision may be waived by the City Manager if a donating employee has given notice of terminating employment with the City and there is a current qualified Catastrophic Leave Bank recipient.

Confidentiality

To protect the confidentiality of the program, the names of individuals who donate will not be released. The exact amount of hours donated will be provided to the receiving employee upon request for the purpose of computing the length of time to be covered by the catastrophic leave bank.

ATTACHMENT C

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 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).

Attachment B

MEMORANDUM OF UNDERSTANDING

TORRANCE RECURRENT RECREATION EMPLOYEES ORGANIZATION (TRREO)

2007 – 2010

A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE RECURRENT RECREATION EMPLOYEES ORGANIZATION (TRREO)

An Agreement of the undersigned representatives of the Torrance Recurrent Recreation Employees Organization (TRREO), and the representatives of the City of Torrance that:

The attached Resolution is recommended to the City Council for adoption in its entirely. It covers wages, hours and working conditions for the period of March 1, 2007, to February 28, 2010, and was reached through agreement of the undersigned parties.

Signed this _____ day of May, 2007.

Management	TRREO
_____	_____
_____	_____
_____	_____

RESOLUTION NO. 2007-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH WAGES, HOURS AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE RECURRENT RECREATION EMPLOYEES (TRREO) FOR THE PERIOD OF MARCH 1, 2007, THROUGH FEBRUARY 28, 2010, AND REPEALING RESOLUTION NO. 2006-59.

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

SECTION I

That Resolution No. 2006-59 is hereby repealed in its entirety.

SECTION II

The following compensation procedure for Torrance Recurrent Recreation Employees (TRREO) is hereby approved in its entirety to read as follows:

ARTICLE 1 - INTRODUCTION
Section 1.1 Preamble

ARTICLE 2 – COMPENSATION PROVISIONS
Section 2.1 Salary
Section 2.2 Methods of Compensation
Section 2.3 Salary Rates and Job Titles

ARTICLE 3 - SPECIAL COMPENSATION PROVISIONS
Section 3.1 Overtime Compensation
Section 3.2 Move Up Assignment
Section 3.3 Canceled Program/Events
Section 3.4 Move Down Language

ARTICLE 4 - SUPPLEMENTAL BENEFITS
Section 4.1 Uniform Provisions
Section 4.2 Bereavement Leave
Section 4.3 Jury Duty
Section 4.4 Holiday Pay
Section 4.5 Deferred Compensation

ARTICLE 5 - WORKING CONDITIONS
Section 5.1 Personnel Actions
Section 5.2 Layoff Procedure
Section 5.3 Divisional Work Option
Section 5.4 Rest Periods
Section 5.5 Lunch Periods
Section 5.6 Industrial Safety

ARTICLE 6 - GENERAL PROVISIONS
Section 6.1 Employee Information
Section 6.2 Non-Discrimination, Equal Employment Opportunity and Discriminatory Harassment
Section 6.3 Performance Evaluation

ARTICLE 7 - GRIEVANCE
Section 7.1 Definition
Section 7.2 Scope
Section 7.3 Procedure
Section 7.4 General Provisions - Grievances

ARTICLE 8 - SECURITY PROVISIONS
Section 8.1 Dues Checkoff
Section 8.2 Security Provisions

ARTICLE 9 - CONTINUED DISCUSSIONS
Section 9.1 Continued Discussions

ARTICLE 10 - NOTICES
Section 10.1 Notices

ARTICLE 11 – MISCALLANEOUS

Section 11.1 Release Time

ARTICLE 1 - INTRODUCTION

SECTION 1.1 PREAMBLE

The following is the agreement regarding hours, wages, and working conditions between the representatives of Management and the Torrance Recurrent Recreation Employees Organization. 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 SALARY

A) Starting Pay Rates:
For those originally hired prior to July 1, 1992 and subsequently rehired thereafter, appointment shall be made at the hourly rate as prescribed for the pertaining job title in Salary Schedule A.

For those hired July 1, 1992, and thereafter, appointments shall be at step 1 of the hourly rate as prescribed for the pertaining job title in Salary Schedule B.

B) Rate of Pay on Promotion:
For those hired prior to July 1, 1992, whenever an employee is promoted, the employee shall receive the hourly rate of compensation for the new job title in Salary Schedule A.

For those hired July 1, 1992, and thereafter, whenever an employee is promoted, the employee shall receive the base step of compensation for the new job title in Salary Schedule B or the step which provides the employee an increase in compensation.

C) Step Advancement:
Those individuals hired July 1, 1992 and thereafter, shall be on a step program for compensation purposes as outlined in Salary Schedule B. Step advancement within job title shall be upon the completion of 1000 hours. Whenever an employee is promoted they shall start at step one (1) of the new job title.

D) Employees hired before July 1, 1992, upon promotion shall remain with Salary Schedule A for the purpose of determining an hourly rate.

SECTION 2.2 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 2.3 SALARY RATES AND JOB TITLES

A) Salary Schedule A

For employees hired before July 1, 1992, the following hourly salary rates are hereby assigned to the positions of the following job titles:

Base Hourly Salary Effective April 29, 2007

Class Title Step	1
Aquatics Instructor	14.35
Instructor I	20.73
Instructor II	25.89
Lifeguard	13.93
Pool Cashier – Clerk	10.75
Pool Locker Room Attendant	8.88
Pool Manager	19.25
Pool Manager, Assistant	15.54
Recreation Assistant	8.89
Recreation Leader	10.75
Recreation Leader, Senior	12.48
Recreation Specialist	16.34
Recreation Specialist II	20.73

Base Hourly Salary Effective February 3, 2008

Class Title Step	1
Aquatics Instructor	14.85
Instructor I	21.46
Instructor II	26.80
Lifeguard	14.42
Pool Cashier – Clerk	11.13
Pool Locker Room Attendant	9.19
Pool Manager	19.92
Pool Manager, Assistant	16.08
Recreation Assistant	9.20
Recreation Leader	11.13
Recreation Leader, Senior	12.92
Recreation Specialist	16.91
Recreation Specialist II	21.46

Base Hourly Salary Effective February 1, 2009

Class Title Step	1
Aquatics Instructor	15.37
Instructor I	22.21
Instructor II	27.74
Lifeguard	14.92
Pool Cashier – Clerk	11.52
Pool Locker Room Attendant	9.51
Pool Manager	20.62
Pool Manager, Assistant	16.64
Recreation Assistant	9.52
Recreation Leader	11.52
Recreation Leader, Senior	13.37
Recreation Specialist	17.50
Recreation Specialist II	22.21

B) Salary Schedule B

For employees hired on or after July 1, 1992, the following hourly rates are hereby assigned to the positions of the following job titles:

Base Hourly Salary Effective April 29, 2007

Class Title Steps	1	2	3
Aquatics Instructor	13.03	13.64	14.35
Instructor I	18.79	19.76	20.73
Instructor II	23.51	24.66	25.89
Lifeguard	12.64	13.23	13.93
Pool Cashier - Clerk	9.76	10.24	10.75
Pool Locker Room Attendant	8.05	8.44	8.88
Pool Manager	17.49	18.34	19.25
Pool Manager, Assistant	14.11	14.81	15.54
Recreation Assistant	8.06	8.47	8.89
Recreation Leader	9.76	10.24	10.75
Recreation Leader, Senior	11.32	11.91	12.48
Recreation Specialist	14.81	15.54	16.34
Recreation Specialist II	18.79	19.76	20.73

Base Hourly Salary Effective February 3, 2008

Class Title Steps	1	2	3
Aquatics Instructor	13.49	14.12	14.85
Instructor I	19.45	20.45	21.46
Instructor II	24.33	25.52	26.80
Lifeguard	13.08	13.69	14.42
Pool Cashier - Clerk	10.10	10.60	11.13
Pool Locker Room Attendant	8.33	8.74	9.19
Pool Manager	18.10	18.98	19.92
Pool Manager, Assistant	14.60	15.33	16.08
Recreation Assistant	8.34	8.77	9.20
Recreation Leader	10.10	10.60	11.13
Recreation Leader, Senior	11.72	12.33	12.92
Recreation Specialist	15.33	16.08	16.91
Recreation Specialist II	19.45	20.45	21.46

Base Hourly Salary Effective February 1, 2009

Class Title Steps	1	2	3
Aquatics Instructor	13.96	14.61	15.37
Instructor I	20.13	21.17	22.21
Instructor II	25.18	26.41	27.74
Lifeguard	13.54	14.17	14.92
Pool Cashier - Clerk	10.45	10.97	11.52
Pool Locker Room Attendant	8.62	9.05	9.51
Pool Manager	18.73	19.64	20.62
Pool Manager, Assistant	15.11	15.87	16.64
Recreation Assistant	8.63	9.08	9.52
Recreation Leader	10.45	10.97	11.52

Base Hourly Salary Effective February 1, 2009

Class Title Steps	1	2	3
Recreation Leader, Senior	12.13	12.76	13.37
Recreation Specialist	15.87	16.64	17.50
Recreation Specialist II	20.13	21.17	22.21

ARTICLE 3 - SPECIAL COMPENSATION PROVISIONS

SECTION 3.1 OVERTIME COMPENSATION

A) Employees covered by this resolution shall be compensated by pay at the rate of one and one-half (1½) times the regular hourly rate of the employee for those hours worked in excess of forty (40) hours in any one week.

B) Overtime shall be computed for actual time worked except that an employee called out after regular working hours for emergency work shall be compensated at the regular overtime rate for a minimum of two hours.

C) Employees under this agreement who work on the 4th of July and/or Thanksgiving Day shall be paid special holiday pay at the rate of one and one-half (1½) regular pay.

SECTION 3.2 MOVE UP ASSIGNMENT

A) Objective:
The objective of this section is to provide an equitable manner of paying employees for work done and responsibility assumed when that employee is moved up to a higher classification during the temporary absence of another employee.

B) Assignment:
When an assignment becomes temporarily vacant due to absence or termination, that assignment shall be assigned to another employee by the Department Head or designee. (Pursuant to Department Policy #10.) An employee may decline a move up assignment.

C) Duration of Assignment:
Any employee moved up pursuant to this section shall remain in the higher job title until the incumbent returns to duty, subject to the following conditions:

1) Each such assignment shall not exceed 30 scheduled working days duration.
2) If the work is not performed in a satisfactory manner the department head may remove the employee who has moved up and replace him with another move up assignment or leave the position unfilled.

D) Priority for Move Up Assignments:
Priority for move up assignments shall be given to employees regularly employed in the next lower classification in the division where the vacancy occurs; otherwise to employees regularly employed in the lower classification.

E) Absence of Moved Up Employee:
If a moved up employee is absent, another employee may be assigned during such absence, subject to all provisions of this Article.

SECTION 3.3 CANCELED PROGRAM/EVENTS

Employee shall receive pay equal to one half of the scheduled time in lieu of working a scheduled but canceled program or event if 8 hours prior notice of such cancellation has not been given provided however, that such pay shall not be applicable if the cancellation is due to an action beyond the City's control (such as fire, rain, civil disturbance).

SECTION 3.4 MOVE DOWN LANGUAGE

A) Objective:
The objective of this section is to provide an opportunity for employees to be assigned to a lower classification when the Department Head or designee determines the need for an assignment in a lower classification.

B) Assignment:
When an assignment becomes temporarily available that assignment may be offered to a current employee in a higher classification by the Department Head or designee.

C) Duration of Assignment:
Any employee moved down pursuant to this section shall remain in the lower job classification until the department head or designee determines the assignment has been completed.

1) Each such assignment shall not exceed 30 scheduled working days duration.
2) If the work is not performed in a satisfactory manner the department head may remove the employee who has moved down and replace him/her with another move down assignment or leave the position unfilled.

D) Priority for move down assignment:
Priority shall be given to any employee in a higher classification in the division where the vacancy occurs.

E) Absence of Moved Down Employees:
If a moved down employee is absent, another employee may be assigned during such absence subject to all provision of this Article.

F) Move down pay for vacant positions:
An employee moved down pursuant to this section shall be paid for all hours worked in the lower classification at the hourly salary rate of the highest step of the lower classification.

ARTICLE 4 - SUPPLEMENTAL BENEFITS

SECTION 4.1 UNIFORM PROVISIONS

Where uniforms are required by the department, such uniforms shall be provided for by the City (in the case of shirts, a minimum of two on an annual basis). A failure to wear the required uniform shall be grounds for disciplinary actions.

SECTION 4.2 BEREAVEMENT LEAVE

A) Each employee covered by this agreement shall be entitled up to three (3) working days bereavement leave without pay. Said bereavement leave is without penalty of loss of job. Additional leave without pay shall be granted for out of state death.
B) 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, stepchildren, grandparents, or grandchildren.

SECTION 4.3 JURY DUTY

Any employee covered by this resolution 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 this regular compensation, average weekly pay based on previous four (4) weeks worked provided that he deposits his jury service fees pursuant to the provisions of Administrative Rules. Provided, however, that such time shall be allowed to an employee for the minimum time required by law.

SECTION 4.4 HOLIDAY PAY

Holiday pay equaling four hours pay shall be paid for Christmas Day (December 25), New Year's Day (January 1), Martin Luther King, Jr.'s Birthday and Veteran's Day. To be eligible, an employee must work at least 12 hours during the pay period in which Christmas, New Years, Martin Luther King Jr.'s Birthday, and Veteran's Day falls.

SECTION 4.5 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 $1,000 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.
C) TRREO will be notified of any citywide committee that discusses deferred compensation issues.
D) TRREO may contact the City Treasurer in the event there are questions or suggestions regarding the deferred compensation plan and at the discretion of the City Treasurer may meet with the deferred compensation provider representative.
E) Upon separation from employment, employees covered by this agreement may roll-over any available fund balances to a qualified IRA (Individual Account) plan.

ARTICLE 5 - WORKING CONDITIONS

SECTION 5.1 PERSONNEL ACTIONS

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 TRREO shall be consulted regarding all policy making decisions covering salary, wages, and other conditions of employment.
C) Advance notice of all such meetings shall be presented to TRREO so that proper arrangements can be made for attendance. When attending said meetings, the employees representing TRREO shall be compensated at their regular hourly rate.

SECTION 5.2 LAYOFF PROCEDURE

A) Reduction in Staff:
Whenever in the judgment of the Parks and Recreation Department, it becomes necessary for a recurrent job assignment(s) to be eliminated, the Department Head may reduce staff and release the employees holding such assignment(s).

B) Recall:
Employees so released shall be recalled for the job assignment held at the time of release. If the recalled employee declines the assignment, the assignment shall be filled from within the department based on seniority, availability, and specific job needs. If the vacancy cannot be filled from within the department, the department Head or his designee can proceed to recruit to fill the job assignment.

SECTION 5.3 DIVISIONAL WORK OPTION

Any employee covered by this agreement may with the Department Head approval have the prerogative of working in more than one division of the department.

SECTION 5.4 REST PERIODS

Employees covered by this resolution may be allowed fifteen minutes rest period in accordance with department rules for each four hours of continuous work. In such cases:

A) These rest periods will not be taken at the beginning or end of a work shift.
B) Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.

SECTION 5.5 LUNCH PERIODS

Employees covered by this resolution, when working more than four hours in one day, may be entitled to a daily unpaid lunch period not to exceed one half-hour subject to departmental rules.

SECTION 5.6 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 TRREO 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 Part XV shall receive temporary disability pay pursuant to the California State Labor Code, Section 4656 as amended, when a job connected injury occurs.

ARTICLE 6 - GENERAL PROVISIONS

SECTION 6.1 EMPLOYEE INFORMATION

The City will distribute information concerning the general welfare of the employees covered by this agreement by e-mail or hard copy bulletin. Information may be displayed on office bulletin boards. Upon adoption of this Memorandum of Understanding the City agrees to distribute a

copy to each employee represented by TRREO. The City will also provide each new such employee with a copy.

SECTION 6.2 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATORY HARASSMENT

A) The City and TRREO support the concept of equal employment opportunity.
B) Neither the City nor TRREO shall discriminate on the basis of age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union or non-union affiliation, or political affiliation.
C) The City and TRREO agree that they will work to ensure a working environment free of discriminatory harassment.
D) This section is expressly non-grievable. Any violation will be redressed through the City Discrimination policy.

SECTION 6.3 PERFORMANCE EVALUATION

A performance evaluation shall be provided to each employee at the conclusion of each assignment but no less than once a year. Such evaluation shall include an analysis of eligibility for rehire.

ARTICLE 7 - GRIEVANCE

SECTION 7.1 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 employees' wages, hours and working conditions.

SECTION 7.2 SCOPE

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

SECTION 7.3 PROCEDURE

A) First Step: Supervisory Level
   1) The aggrieved employee(s) and/or representative 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 two 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 employee(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 two working days of 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 employee's Department Head.

D) Fourth Step: Advisory Arbitration
1) If the grievance is not resolved in Steps 1, 2, and 3, and involves demotion or 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 grievance shall be limited to disciplinary discharge or demotion.
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 (9) names submitted by the American Arbitrators' Association of the State Conciliation Service. If the agreement cannot be had from amongst 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 a 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.

SECTION 7.4 GENERAL PROVISIONS - GRIEVANCES

A) All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his representatives and the management representatives involved.
B) A grievance shall be considered untimely if not presented by the employee 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 representatives shall be allowed reasonable time to participate in the grievance proceedings without loss of pay for the time so spent.
E) Cost of the arbitrator shall be shared equally by the City and the grieving employee.

ARTICLE 8 - SECURITY PROVISIONS

SECTION 8.1 DUES CHECKOFF

TRREO is authorized to use payroll deduction for collecting employee organization dues and insurance on a monthly basis.

SECTION 8.2 SECURITY PROVISIONS

A) The following Agency Shop provisions shall apply to employees in classifications listed in Section 2.3 of this agreement.

1) No later than thirty (30) days from the beginning date of employment, each employee shall either become a member of Torrance Recurrent Recreation Employees

Organization (TRREO) or pay to TRREO a service fee of one hundred percent (100%) of the monthly dues and general assessments of TRREO.

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 organizations 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.

2) The City will provide to TRREO a listing of all new employees, their classifications, departments and department/division telephone numbers within two weeks of their hire date.

3) Notification of new employees
   a) An authorization card will be distributed by TRREO during the New Employees Orientation meeting which occurs on the first Monday of each month.

B) The City shall deduct the dues, service fee or charitable contribution from every check issued during each pay period for each employee in the bargaining unit as specified by TRREO under the terms contained herein.

C) The City shall also apply this provision to every employee who transfers into this representation unit after November 14, 2006 within 60 calendar days of the transfer.

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

G) TRREO shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Clerk 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 accountant.

ARTICLE 9 - CONTINUED DISCUSSIONS

SECTION 9.1 CONTINUED DISCUSSIONS

A) Set up labor/management committee to work out details related to allowing employees to buy medical coverage at group rates.

ARTICLE 10 - NOTICES

SECTION 10.1 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 given in the following manner:

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.

C) Effectiveness

Any and all notices, demands or other communications ("Notices") required or desired to be given hereunder by either party shall be in writing and shall be validly given or made by any of the following methods:

1) By personal delivery;
2) By facsimile transmission if also deposited at the same time for delivery by United States mail in the manner described in clause (iii);
3) By deposit in the United States mail, certified or registered, postage prepaid; or
4) By delivery by a same day or overnight courier (e.g., Federal Express, etc.).

For Notices served personally or by courier, service shall be conclusively deemed made at the time of such personal service or refusal to accept service. Notice served by facsimile transmission shall conclusively be deemed to have been made as of the earlier of:

1) The first business day following the date of transmission to the facsimile number, if any, shown above, so long as the sender has reasonable confirmation of the receipt by the receiving facsimile machine of the facsimile transmission; or
2) The date of receipt or refusal of the concurrently mailed copy of the Notice.

If such Notice is transmitted by mail, such shall be deemed delivered upon actual delivery or refusal to accept delivery, addressed to the party to whom such Notice is to be given at the address set forth above. Any party hereto may change its address or facsimile number for the purpose of receiving Notices as herein provided by a written notice given in the manner as outlined in Section 12.1.B above to the other party or parties hereto. By following the methods as outlined for Notice, it will constitute notice given in accordance with this provision on the date received or refused.

ARTICLE 11 - MISCELLANEOUS

SECTION 11.1 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 Attachment A to provide notice of their request to use release time. Release time will not be unreasonably denied.

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 (½) hour before and one (1) hour after.

B) Hearings:
Release time is available for time spent in hearings (e.g., PERB, discipline, 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.

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 _____.

_____
Mayor of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By_____
Ronald T. Pohl
Assistant City Attorney

ATTEST:

_____
Sue Herbers
City Clerk of the City of Torrance

ATTACHMENT A

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 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).