

Council Meeting  
of May 8, 2007

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

**Members of the Council:**

**SUBJECT:** City Manager – Approve Memorandum of Intent (MOI) for a Successor Memorandum of Understanding with the Torrance Professional Parks & Recreation Employee Organization (TPPREO) representation unit.

**RECOMMENDATION**

The City Manager recommends that City Council approve a Memorandum of Intent (MOI) outlining the deal points for a Successor Memorandum of Understanding (MOU) for employees within the Torrance Professional Parks & Recreation Employee Organization (TPPREO) bargaining unit.

**FUNDING**

Funding is available within the wage reserve.

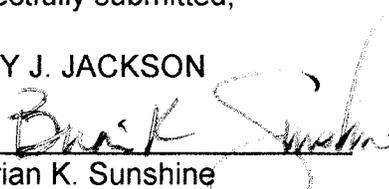
**BACKGROUND/ ANALYSIS**

The Memorandum of Understanding for the Torrance Professional Parks & Recreation Employee Organization expired on February 28, 2007. Management and representatives have met and conferred on a new wage and benefit package.

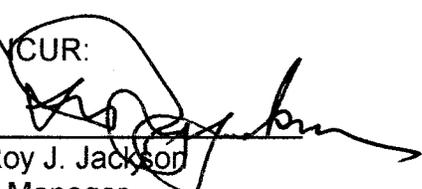
The Memorandum of Intent outlines the salient deal points of the proposed Successor Memorandum of Understanding. The wage and benefit package is within the parameters established by the City Council. Implementation of the new wage and benefit structure is predicated on the successful development and adoption of a Successor MOU at the May 15, 2007 City Council meeting.

Respectfully submitted,

LeROY J. JACKSON

By:   
Brian K. Sunshine  
Assistant to the City Manager

CONCUR:

  
LeRoy J. Jackson  
City Manager

Attachment: Memorandum of Intent

**MEMORANDUM OF INTENT (MOI)**

**Torrance Professional Parks and Recreation Organization (TPPREO)**

A Memorandum of Intent between the Torrance Professional Parks and Recreation Organization (TPPREO) and the representatives of the City of Torrance to be referenced by the City Council for the purpose of adopting a successor MOU.

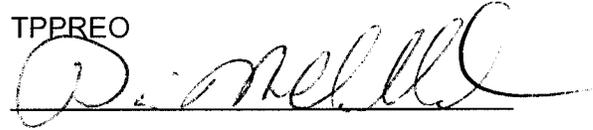
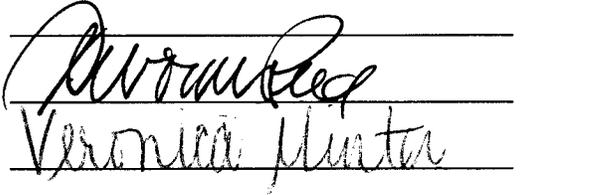
This Memorandum of Intent is entered into subject to final agreement as to the language and provisions of Memorandum of Understanding between the parties. If no agreement is reached by May 14, 2007, this Memorandum of Intent shall be null and void.

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

City of Torrance

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

TPPREO

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Veronica Hunter

### Wage Package

- Year 1 4% (after adoption of MOU by City Council)
- Year 2 3.5% (first pay period in February 2008)
- Year 3 3.5% (first pay period February 2009)

### Health Benefits

Effective with the June premium through the December 2007 premium:

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

Effective with the January 1, 2008 health premiums:

Those employees at the time of ratification of this contract who do not take health insurance will be grandfathered with their current cafeteria amounts:

➤ TPPREO - \$246.50

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

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

TPPREO	Health Insurance Proposal			
	NC (no coverage)	1 Party	2 Party	3 Party
Effective January 1, 2008				
PERS Mandated Amount	\$0	97.00	97.00	97.00
City Cafeteria Contribution	\$0	276.98	650.96	875.34
Totals	\$0	373.98	747.96	972.34
Any amount remaining may be used to offset family dental or towards two-party or family vision.				

Effective with the January 1, 2009 health insurance premium:

TPPREO	Health Insurance Proposal			
	NC (No Coverage)	1 Party	2 Party	3 Party
Effective January 1, 2009		By Statute	By Statute	By Statute
PERS Mandated Amount	\$0	By Statute	By Statute	By Statute
City Health Contribution	\$0	Total - PERS Mandated Amount	Total - PERS Mandated Amount	Total - PERS Mandated Amount
<b>Totals</b>	<b>\$0</b>	<b>\$392.68</b>	<b>\$785.36</b>	<b>\$1,020.96</b>
Any amount remaining may be used to offset family dental or towards 2 party or family vision.				

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

**Language items:**

One-party vision language to be inserted in MOU.

**PARS:**

Language to allow for use of wage package to fund PARS; any use of wage package will require language to reflect the percentage used in reviewing salaries as well as for potential compression. Such amount will reflect the percentage reduced. If the parties agree to a PARS program, the grid will be reduced to reflect the percentage used but can be no more than 3.5% of grid in years two and three.

**Release time (see Attachment A)**

**Notice (see Attachment B)**

**Probationary period (see Attachment C)**

**Leave of absence (see Attachment D)**

**TPPREO - SECTION 10.1 - RELEASE TIME**

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

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

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

**A. Negotiations:**

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

Employees will be provided with release time for the entire period of the negotiation session (including travel time from their worksite) as well as one-half (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.**

## EXHIBIT \_\_\_\_

**REQUEST FOR RELEASE TIME FORM**

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

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

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

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

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

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

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

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

Purpose (check appropriate box):

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

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

## ARTICLE 12 – NOTICES

### SECTION 12.1 NOTICES

#### A. Notices to City

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

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

#### B. Notices to Association

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

- (i) By personal delivery;
- (ii) By facsimile transmission if also deposited at the same time for delivery by United States mail in the manner described in clause (iii);
- (iii) By deposit in the United States mail, certified or registered, postage prepaid; or
- (iv) 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:

- (a) 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
- (b) 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.

**TPPREO 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.

**TPPREO - SECTION 4.5 A LEAVES OF ABSENCE**

## A) Leaves Without Pay (Replace current A with this language)

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