

Council Meeting of  
October 16, 2007

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

**Members of the City Council:**

**SUBJECT: City Manager -** Approval of an Agreement between the City of Torrance and the Fiscal/Engineers Association to resolving certain issues related to the at-will Project Manager and the at-will Transportation Planner positions.

**RECOMMENDATION**

The City Manager recommends that the City Council approve an Agreement between the City of Torrance and the Fiscal/Engineers Association setting guidelines for a process to resolve issues regarding the Deputy Public Works Director/City Engineer exam.

**Funding**

Funding is available in the department operating budget.

**BACKGROUND AND ANALYSIS**

The at-will Project Manager positions were created in 1999 as a method to administer the City's capital program. The rationale for creating at-will Project Managers positions was in direct relationship to the funding of the capital budget, as long as funds were available for projects, the Project Manager was retained as an employee of the City. The City has maintained an aggressive capital program therefore there has been no release of Project Managers due to lack of funding.

The at-will Transportation Planner was created in 1997 to fill an immediate need for this type of profession; the original incumbent was transitioned from consultant to at-will employee. The creation of this position was in line with the concept of the Project Manager with the idea that the position would remain as long as there was need. The need for this type of planning has proven to be a long-term need for the City and transitioning the position to Civil Service is in line with the concept of job series and professional growth.

The Fiscal/Engineers Association has had concern with these positions as they are not Civil Service and therefore do not allow employees to follow the typical civil service process for promotion within a series.

The recruitment and exam process for the Deputy Public Works Director/City Engineer position has been placed on hold due to the aforementioned concerns, specifically which positions in the organization would be eligible to compete for the position. Section 14.12.8 of the Torrance Municipal Code specifies that only those in Civil Service

positions may take promotional examinations and the Civil Service Commission indicated that City staff needs to work to resolve the issues with the process. The Agreement before you this evening resolves areas of concern between the Association and Management.

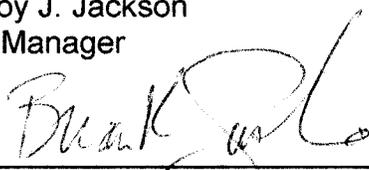
The Agreement being recommended allows for a process to transition the at-will positions into a Civil Service status provided that an exam is taken and passed. The Agreement sets out a framework for the process that is subject to approval from the Civil Service Commission for the following: 1) Creation of a new Civil Service class specification at the same level as the at-will classes; 2) Ordering of an examination process to transition the at-will incumbents to Civil Service status; and 3) A timeframe for the re-ordering of the examination for Deputy Public Works Director/City Engineer.

The Agreement also has a monetary portion that will only be applied if certain attributes of the Agreement are implemented. The financial aspect of the Agreement resolves a long standing concern related to the ability to promote within the Engineer job series.

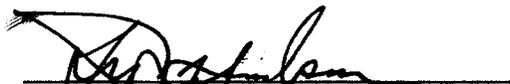
Respectfully submitted,

LeRoy J. Jackson  
City Manager

By

  
\_\_\_\_\_  
Brian K. Sunshine  
Assistant to the City Manager

CONCUR:

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

Attachment: Agreement

## AGREEMENT

This AGREEMENT (“Agreement”) is made and entered into as of the Effective Date defined herein below (“Effective Date”) between the City of Torrance (“City”), Torrance Fiscal Employees Association (“TFEA”) and Engineers Association (“EA”) (collectively “the parties”).

WHEREAS, the status of the at-will positions of Project Manager and Transportation Planner and the pending examination for the classification of Deputy Public Works Director directly impact the promotional opportunities for employees represented in the Engineer Employees representation unit; and

WHEREAS, the City, TFEA and EA have met and conferred with the intent of addressing these opportunities and for the purpose of resolving a long standing dispute related to certain positions represented by the Engineers representation unit; and

WHEREAS, TFEA, EA and the City of Torrance all wish to establish four new civil service positions in lieu of the current four at-will Project Manager positions which currently exist in the Public Works Department and the one Transportation Planner position which currently exists in the Community Development Department.

WHEREAS, this Agreement sets forth the agreed upon transition plan to convert those four at-will Project Manager positions into four civil service positions and one Transportation Planner into one civil service position and the intent of the parties that the City eventually eliminate each at-will Project Manager position and the Transportation Planner position in its entirety.

NOW, THEREFORE, notwithstanding Resolution 2007-38 regarding employees represented by TFEA and notwithstanding Resolution 2007-39 regarding employees represented by EA, the City, TFEA and EA covenant and agree as follows:

1. Each respective new civil service position related to Project Manager will have the same new job class title and the new civil service position related to Transportation Planner will have a new job class title, which will ultimately be determined and approved by the Civil Service Commission. For purposes of this Agreement, the new civil service position class title will be referred to as “Engineering Manager” for the new civil service class formerly known as “Project Manager” and the new civil service position related to Transportation Planner will have a new job class title, which will ultimately be determined and approved by the Civil Service

Commission. For purposes of this Agreement, the new civil service position class title will be referred to as “Transportation Manager.”

2. The City, TFEA and EA are in Agreement that each person appointed as an Engineering Manager or Transportation Manager shall be considered a “Management Employee” as defined by the Employer-Employee Relations Ordinance found in Torrance Municipal Code Division 1, Chapter 4, Article 8, “Employer-Employee Relations”.

3. Within ninety days of the Effective Date of this Agreement, City will prepare and conduct a one-time qualifying examination for the incumbent Project Managers and Transportation Planner. The parties expressly agree that the qualifying examination is a viable method to transition the incumbent Project Managers and the Transportation Planner into the new Civil Service positions. The parties expressly agree that they will not negotiate the preparation or the method of implementing the examination process.

4. Within 30 days of the results of the qualifying examination, those incumbent Project Managers and Transportation Planner who pass the qualifying examination will be appointed to the new Civil Service Engineering Manager position and the new civil service position of Transportation Manager. Those incumbent Project Managers who do not pass the qualifying examination will remain at-will Project Managers. In If the at-will Transportation Planner does not pass the qualifying examination then he will remain the at-will Transportation Planner with the City of Torrance.

5. The parties understand and agree that any remaining at-will Project Manager positions and the Transportation Planner will eventually be eliminated as positions are vacated by an incumbent through appointment to a different position in the City, retirement or separation from employment for any other reason.

6. Incumbent Project Managers or the Transportation Planner that successfully pass the examination and become Engineering Managers with respect to Project Managers and Transportation Manager with respect to the Transportation Planner will receive six months probationary credit, but must complete an additional six months of probation as well.

7. Project Managers and the Transportation Planner that successfully pass the examination and become Engineering Managers or Transportation Manager and pass the probationary period will then become eligible to apply for the promotional examination for Deputy Public Works Director.

8. Within 30 days after the appointment process for the Engineering Manager is complete and appointments have been made, the City will prepare and conduct a separate promotional examination for the Engineering Manager position. The purpose of the promotional examination will be to certify a promotional eligibility list for current eligible employees who would like to become Engineering Managers should a vacancy arise at some future date.

9. Within 8 months after certification of the promotional eligible list for the Engineering Manager position has been completed, the City will then prepare and conduct a promotional examination for the Deputy Public Works Director position.

10. All parties to this Agreement expressly agree that all examinations referenced in this Agreement, the selection process and certification of the eligible list will all be administered in conformity with the Torrance Municipal Code Civil Service and Personnel Rules. The parties expressly agree and acknowledge that this Agreement including position titles and timelines may be subject to change pursuant to the discretion of the Civil Service Commission.

11. In resolution of certain job and work assignment issues, it is agreed that on the first pay period following the appointment of the first Project Manager to Engineering Manager, the following will be implemented:

- a) Associate Engineers employed with the City will receive a 3.0% increase in pay. The 3.0 increase will be implemented across the pay grid for all Associates;
- b) Assistant Engineers hired before July 1, 2007 will receive a 2.5% premium when they move to top step on the Assistant Engineer pay grid. Assistant Engineers hired after July 1, 2007 will not be eligible for this premium.

12. Associate Engineers, Assistant Engineers, Plans Examiners, Sr. Environmental Quality Officers and Senior Planning Associates will be invited to future managerial training programs as provided by the City.

13. Each party acknowledges that this Agreement has been read carefully and understands the legal and binding effect of this Agreement's terms. Each party acknowledges that the only promises made to induce a signature to this Agreement are those stated herein. Having been fully advised and informed, each party voluntarily enters into this Agreement.

14. This Agreement constitutes a single, integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or

implied, between the parties hereto, concerning the subject matter hereof, except the agreements set forth herein. The recitals shall be deemed an integral part of this Agreement.

15. This Agreement is made and entered into in the State of California and shall be governed, interpreted, and enforced under the laws of the State of California.

16. Each party has reviewed this Agreement and agrees that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting parties will not be employed in any interpretation of this Agreement.

17. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

18. All parties acknowledge that they are competent to sign this Agreement and that they do so voluntarily.

19. The Effective Date of this agreement shall be the date of execution of this agreement as defined herein below.

20. The date of execution of this agreement shall be the date of the last signature placed hereon. This Agreement may be executed in one or more counterparts all of which shall constitute and shall be construed as a single instrument upon delivery and exchange of all copies by the parties. A photocopy or facsimile transmission of this Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

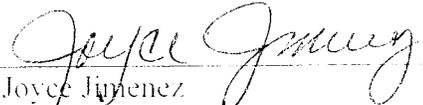
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Brian Sunshine  
City of Torrance

DATED: 10-15-07

By:   
Joyce Jimenez  
President, TFEA and EA