

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

Members of the Council:

SUBJECT: Adopt supplemental to the 2007-10 Memorandum of Understanding for the Engineers, increasing the pay for Associate and certain Assistant Engineers

RECOMMENDATION

Recommendation of the City Manager that City Council adopt a Resolution pursuant to a Memorandum of Understanding amending the Resolution setting forth hours, wages and working conditions for employees represented by the Engineers.

Funding

Funding is available in the Wage Reserve.

BACKGROUND/ANALYSIS

On October 16, 2007, Your Honorable Body approved an Agreement (Attachment B) that set up a process to test and move the "At-Will" Project Managers and the "At-Will" Transportation Manager into civil service positions. The Project Managers and the Transportation Manager have all tested and passed the exam process and will be moving into the new civil service titles.

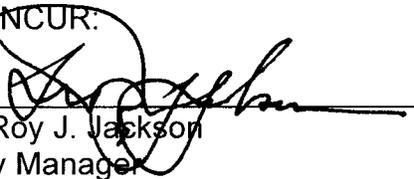
Included in the Agreement was a financial aspect that was to be implemented when the first "At-Will" position was appointed to the new Civil Service position. The financial package was a 3% increase to the grid for Associate Engineer and a 2.5% premium for Assistant Engineers hired before July 1, 2007 who achieve top step. The attached supplemental Resolution addresses that component of the Agreement.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By 
Brian K. Sunshine
Assistant to the City Manager

CONCUR:


LeRoy J. Jackson
City Manager

Attachments: A) Engineers 2007-10 Supplemental #2
B) Agreement dated October 16, 2007

MEMORANDUM OF UNDERSTANDING

ENGINEERS

2007 – 2010

SUPPLEMENTAL #2

A SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY ENGINEERS

An agreement of the undersigned representatives of the Engineers 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 effective February 3, 2008, and was reached through agreement of the undersigned parties.

Signed this 30 day of January, 2008.

Management

Engineers



RESOLUTION NO. 2008-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE
AMENDING RESOLUTION NO. 2007-39 SETTING FORTH CHANGES
REGARDING HOURS, WAGES AND WORKING CONDITIONS FOR
EMPLOYEES REPRESENTED BY THE ENGINEERS**

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

SECTION I

That Resolution No. 2007-39 is hereby amended.

SECTION II

The following agreement between representatives of Management and the representatives of the Engineers is hereby amended as follows:

Effective February 3, 2008

ARTICLE 13 – AMENDMENTS**SECTION 13.2 AMENDMENT TO SECTION 2.1 PAY RANGES AND CLASS TITLES****ARTICLE 2 - COMPENSATION****SECTION 2.1 PAY RANGES AND CLASS TITLES**

- B) The pay grades described below are hereby assigned to the classifications of the following employees **effective February 3, 2008**:

HOURLY BASE PAY RANGE

<u>Class Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Associate Engineer	40.54	42.56	44.70	46.93	49.29	9/80 Step

- C) The pay grades described below are hereby assigned to the classifications of the following employees **effective January 18, 2009**:

HOURLY BASE PAY RANGE

<u>Class Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Associate Engineer	41.76	43.84	46.04	48.34	50.77	9/80 Step

SECTION 13.3 AMENDMENT TO SECTION 3.1 PREMIUMS

ARTICLE 3 – SPECIAL COMPENSATION

SECTION 3.1 PREMIUMS

N. Assistant Engineers

Effective February 3, 2008, Assistant Engineers hired before July 1, 2007 who are at the top step of their grid will receive a 2.5% premium. Those employees hired prior to July 1, 2007 will receive the 2.5% premium when reaching the top step of their grid. Assistant Engineers hired after July 1, 2007 will not receive this premium.

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 and 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 February, 2008.

Mayor of the City of Torrance

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

ATTEST:

By _____
Ronald T. Pohl, Assistant City Attorney

Sue Herbers, CMC
City Clerk

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.

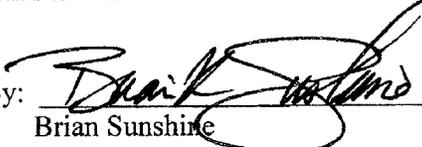
18. All parties acknowledge that they are competent to sign this Agreement and that they do so voluntarily.

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

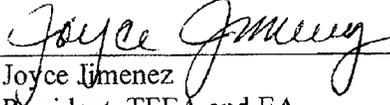
20. The date of execution of this agreement shall be the date of the last signature placed hereon. This Agreement may be executed in one or more counterparts all of which shall constitute and shall be construed as a single instrument upon delivery and exchange of all copies by the parties. A photocopy 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: 10-16-07

By: 
Brian Sunshine
City of Torrance

DATED: 10-15-07

By: 
Joyce Jimenez
President, TFEA and EA