Council Meeting of
August 17, 2010

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

Members of the Council:

SUBJECT: City Manager – Adopt two RESOLUTIONS setting forth the hours, wages and working conditions for Certain Full Time Salaried and Hourly Employees and Certain Part Time Hourly Employees

RECOMMENDATION

Recommendation of the City Manager that City Council adopt two **RESOLUTIONS** setting forth the hours, wages and working conditions for Certain Full Time Salaried and Hourly Employees and Certain Part Time Hourly Employees effective August 29, 2010, repealing Resolution Nos. 2007-45 and 2007-46, respectively.

Funding

None.

BACKGROUND AND ANALYSIS

On June 15, the City Council took action to reduce the FY 2010-11 General Fund budget by $8.9 million as the recession continues to seriously impact the City's revenues, such as in sales tax. Significant thought was put into the budget actions as Council had two goals: minimize the impact to the citizens and avoid layoffs, both of which they met. The budget was rebalanced with major operational efficiencies, energy savings, selective reduction of positions, modifications to City programs, and the use of one-time monies.

A major change impacting future employees is the phasing out for new hires the City paying the employee portion of the contribution to PERS. With the approval of the attached resolutions, all new employees hired after August 29, 2010 will contribute 7% to PERS. The attached resolutions reflect City Council direction based on the recent June 2010 budget action.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By _____
Aram Chaparyan
Assistant to the City Manager

CONCUR:

_____
LeRoy J. Jackson
City Manager

Attachments: A) Certain Full Time Salaried and Hourly Employees Resolution
B) Certain Part Time Hourly Employees Resolution

12B

RESOLUTION NO. 2010-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR CERTAIN FULL TIME SALARIED AND HOURLY EMPLOYEES BEGINNING AUGUST 29, 2010 AND REPEALING RESOLUTION NO. 2007-45

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

SECTION I

That Resolution No. 2007-45 and all previous Resolutions are hereby repealed in their entirety.

SECTION II

This Resolution provides compensation procedures for employees who are in job titles not currently represented by a designated employee organization and is hereby approved in its entirety to read as follows:

CERTAIN FULL-TIME SALARIED AND HOURLY EMPLOYEES

2010

ARTICLE 1 - COMPENSATION

SECTION 1.1 PAY RANGES AND CLASS TITLES

A. The pay grades described below are hereby assigned to the classifications of the following Certain Full Time Salaried and Hourly Employees.

B. For Cable TV Operations Assistant: Steps 6 can be achieved after one (1) year on step 5 and an outstanding performance appraisal and demonstration in at least five (5) competencies on Attachment A. Thereafter Steps 7 and 8 can be achieved after one (1) year on the preceding step and achievement of five (5) new competencies each year on the Attachment A.

Competencies must be noted with examples on the employee's performance evaluation.

BASE HOURLY PAY RANGES
HOURLY EMPLOYEES PAY RANGES

Effective August 29, 2010

Class Title Steps*	1	2	3	4	5	6	7	8	9	10
Booking Manager	19.60	20.59	21.61	22.69	23.83					
Booking Manager, Assistant	16.45	17.23	18.11	19.02	19.98					
Bookkeeper	19.60	20.59	21.61	22.94	24.06					
Box Office Manager	19.60	20.59	21.61	22.69	23.83					
Business Manager ⊙	32.79	34.52	36.31	38.13	40.03	42.03	44.13			
Cable TV Operations Assistant	21.50	22.60	23.73	24.88	26.19	27.50	28.86	30.32		
Community Relations Associate	16.09	16.89	17.74	18.64	19.56					
Customer Svc. Representative	15.85	16.67	17.55	18.66♦						
Event Coordinator	22.89	24.00	25.21	26.46	27.82					
Facility Operations Chief	21.61	22.68	23.84	25.01	26.27	27.55				

Class Title Steps*	1	2	3	4	5	6	7	8	9	10
Facility Project Coordinator	27.05	28.43	29.85	31.35	32.91	33.71	35.45			
Home Improvemnt Progr. Coord.	20.54	21.55	22.65	23.78	24.96	26.23	27.52	28.90		
Home Improvement Progr. Supv.	30.12	31.64	33.21	34.89	36.60	38.47	40.38			
Human Resources Analyst	30.27	31.78	33.40	35.03	36.79	38.65	40.58	42.61	44.74	
Juvenile Counseling Intern***	19.94									
Market Manager	31.14	32.71	34.33	36.05	36.96**	37.89**	38.80**			
Program Coordinator	22.89	24.00	25.21	26.46	27.82					
Rehabilitation Specialist	20.72	21.76	22.85	23.98	25.18	26.43	27.81			
Relief Fire Com. Operator II****	17.78	19.58	20.56	21.57	22.65	23.78	24.98			
Staff Assistant*****	20.72	21.76	22.85	23.98	25.18	26.43	27.81	29.15	30.60	32.13
Theatre Technical Coordinator	19.47	20.43	21.47	22.54	23.66					
Theatre Technical Director	23.66	24.84	26.13	27.42	28.76	30.20				
Workers' Comp Claims Examiner	30.27	31.78	33.40	35.03	36.79					

* Salary step advancement within the pay range shall be subject to a recommendation of the department head based on satisfactory performance and may be accelerated where outstanding performance may justify.

⊙ For Business Manager, only those employees assigned to Transit, Community Services or Cultural Arts Center shall be designated as Senior Business Manager with the salary range beginning at Step 4.

** Indicates extended steps.

*** Receives only PERS and 3/4 of full time health insurance cafeteria contribution.

**** Receives only PERS.

***** Eff ective September 17, 2006, Steps 9 and 10 added for Staff Assistant assigned to City Council per Resolution No. 2006-72.

♦ Step 4 is for the incumbent assigned to the Human Resources Department, and future cost of living increases shall not apply to this step. At such time that the incumbent vacates the position, the step shall be eliminated from the pay range.

Monthly Rates:	1	2	3	4	5
Cable TV Production Supervisor	5,043	5,304	5,591	5,882	6,191
Nature Center Mgr/Naturalist	5,755	6,043	6,345	6,662	6,995

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 BASE PAY AND STEP ADVANCEMENT

A. Starting Pay Rates: Original appointment to a position shall normally be made at the first step. Upon recommendation of the department head, and approval by the City Manager, initial compensation may be at a higher step within the range for the class.

B. Step Advancement: Salary step advancement within a pay range shall normally be on the first day of the nearest pay period to the anniversary of each year of service, to the maximum step of the base pay range. Step advancement shall be subject to a recommendation of the department head and concurrence of the City Manager based on satisfactory performance and may be accelerated where outstanding performance may justify. (Advancement to the next step following such accelerated advancement shall normally be after 1 year in the case of base steps, and 2 years for extended steps.)

C. Accelerated Step Advancement: A Department Head may recommend to the City Manager early advancement of part or all of a basic pay or extended step based on outstanding performance.

D. Rate of Pay on Promotion: Upon promotion, any employee covered by this Resolution shall receive the lowest step in the new range which provides a minimum of 5% increase in base pay.

SECTION 2.2 EXTENDED STEPS

A. Pay steps beyond the base range shall be extended for all positions who receive extended step.

B. Timing: Advancement to the first extended step shall commence on the anniversary date following the first anniversary at top step for the base range. Step advancement to each successive extended step shall begin on the start of the first pay period following the first day of the third year in step. However, the time period shall be longer if Section 2.1B and C apply. 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. Evaluations: 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.

Performance evaluations shall be given every twelve months of employee service. A failure to provide a performance report within 30 days of the normal date shall be defined as standard for the purpose of this Section.

SECTION 2.3 METHODS OF COMPENSATION

Compensation shall be earned on an hourly basis except for Area G Emergency Coordinator, Cable TV Production Supervisor and Nature Center Manager for which compensation shall be earned on a monthly basis, and shall be paid on a biweekly basis.

SECTION 2.4 REQUIREMENTS AS TO CONTINUITY OF SERVICE

A. Service requirements for advancement within the pay range, industrial accident leave, long term disability, extended steps, holidays, and vacation shall be based on continuous and total service as an employee.

B. Leaves of absence without pay for ten working days or less and leaves with pay shall not interrupt continuous service nor be deducted in computing total service and shall not interrupt continuous service.

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 still be docked for any time not worked). Any unauthorized leave in excess of three consecutive work days shall be grounds for discharge.

D. The Area G Executive Director position shall remain in service as long as the participating Area G cities continue to participate in the funding of this position.

The Area G Executive Director shall serve at the will of the Area G Board of Directors.

ARTICLE 3 - WAGE SUPPLEMENTAL BENEFITS

SECTION 3.1 EMPLOYEE INSURANCE

A. Employee Insurance:
   1. The City shall pay the PERS statutory minimum per month per employee and eligible annuitants toward medical insurance. The PERS statutory minimum contribution can only apply toward the health insurance premium of a health plan authorized by the City's insurance provider. If the

employee does not participate in the City's insurance plan, the PERS statutory minimum contribution cannot be used for any other purpose.

2. Active Employees: In addition to the PERS statutory minimum, 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, addressed in the matrix below.

3. The City shall continue such health insurance premiums during a legitimate medical leave of absence for a period not to exceed eight months for any employee covered by this Resolution.

4. The City shall provide $50,000 group life insurance policy for all employees covered under this agreement.

B. Health Insurance:

	No Coverage	**1 Party**	**2 Party**	**3 Party**
PERS Statutory Minimum	$0	Statutory Minimum	Statutory Minimum	Statutory Minimum
City Health Contribution	$0	Total – Statutory Minimum	Total – Statutory Minimum	Total – Statutory Minimum
Total	$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.				

Employees hired before March 1, 2007, who had not taken City-paid health insurance had been provided a cash amount as part of their compensation; therefore, those employees were "grandfathered" with their current cafeteria cash amount of $226.01 (pro-rated for part-time employees). Employees hired after March 1, 2007 are not eligible for the cash in-lieu of selecting a health insurance plan option.

D. Medical Insurance for **part-time employees <u>hired prior to January 1, 2008</u>**:

	1 Party	**2 Party**	**3 Party**
PERS Statutory Minimum	Statutory Minimum	Statutory Minimum	Statutory Minimum
City Cafeteria Contribution	Total – Statutory Minimum	Total – Statutory Minimum	Total – Statutory Minimum
Total	$345.79	$674.48	$871.66

Medical Insurance for **part-time employees <u>hired after January 1, 2008</u>:**

	1 Party	**2 Party**	**3 Party**
PERS Statutory Minimum	Statutory Minimum	Statutory Minimum	Statutory Minimum
City Cafeteria Contribution	Total – Statutory Minimum	Total – Statutory Minimum	Total – Statutory Minimum
Total	$248.84	$445.18	$562.98

E. Long Term Disability

1. Employees who qualify for the Commercial short term/long term disability insurance program shall be covered as follows:

   a. An employee must request a medical leave of absence in conjunction with a request for such benefits.
   b. Two-thirds (⅔) base pay for a period as determined by the insurance carrier.

c. Eligibility for this Commercial plan, and all provisions of the plan are in accordance with the Commercial Insurance policy.

SECTION 3.2 RETIREMENT

A. Employees covered by this resolution shall be covered by the Public Employees Retirement System (PERS) 2% at 55 Plan. The benefits of that plan are covered by the current contract between the City of Torrance and PERS.

B. Commencing November 1, 1992, the City shall pay 7% of the employee's 7% contribution to PERS for employees covered by this resolution pursuant to Section 20015 of the California Government Code. Such payments shall be reported simply as normal contributions and shall be credited to member accounts. These contributions shall at time of termination belong to the employee. These contributions shall be reported to PERS as compensation as provided by SB 53.

C. Employees covered by this resolution shall be covered by the highest single year retirement option.

D. The seven percent (7%) paid by the City shall be considered as employer-paid member contributions (EPMC) and will be reported to PERS as compensation.

E. Upon the effective date of this resolution, all new hires shall be responsible for the employee's contribution to PERS, currently 7% of pay.

1. Section 3.2(D) would no longer be applicable.

SECTION 3.3 DEFERRED COMPENSATION

A. Employees covered by this agreement shall be eligible to participate in a 457 plan.

B. Upon retirement or termination, the employee shall have the option to defer the sick leave and vacation payoff into the 457 up to the annual limit of deferred savings allowable for that year under federal law.

C. For active employees, the deferral program shall apply to the following:
1. Cash out of vacation
2. Cash out of sick leave
This deferral is up to the limits set by Federal Law and is exclusive of the $105.00 (or applicable PERS statutory minimum) per month contributed by the City toward employee or eligible annuitant's medical insurance.

SECTION 3.4 INDUSTRIAL INJURY OR ILLNESS

The purpose of workers' compensation benefits is for the employee injured on duty to receive his/her usual salary while on authorized IOD leave. It is not the intent that, by virtue of the State Mandated workers' compensation rate and the quirks of the tax system, injured workers' receive more than their normal take home pay. Thus it is the intent of the City to work towards an equitable manner of paying workers' compensation benefits that do not exceed the injured workers' base pay.

A. An employee who sustains an injury or illness arising out of and occurring in the course of his employment with the City, shall be entitled to the following industrial accident leave for industrial injury at 85% of the regular salary rate:

1. Up to three (3) months during the first two (2) years of employment.
2. Up to six (6) months during the third (3rd) and fourth (4th) year of employment.

3. Up to eight (8) months after four (4) years of employment.
4. Said leave shall terminate upon return to work or when the injury is deemed permanent or stationary.

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

C. An employee on industrial 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.

SECTION 3.5 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 injury or illness.

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. Consistent excessive use of sick leave may be a performance issue since the employee is not at work performing his/her assigned duties.

4. Misuse of sick leave shall be grounds for disciplinary action.

B. Sick Leave Use

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 and receives prior supervisory approval.

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 the employee's presence. Immediate family for the purpose of this section shall be defined as spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, sister brother, child or guardian, stepfather, stepmother, stepchildren, grandparents or grandchildren.

C. Accrual Rate:
Employees shall be granted sick leave in the following manner:

1. Six hours of each month of service (pro-rated on an hourly basis) to a maximum of 500 hours accrued sick leave.

D. 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.

1. An employee may convert any accrued sick leave in excess of 300 hours into cash or deferred income at the rate of one hour of pay for each hour of unused sick leave. Election must be made by completing the appropriate form prior to December 1. Such payments shall be made by the last paycheck issued in December.

E. Sick Leave Standard:
Use of sick leave shall not necessarily in and of itself constitute misuse. Sick leave use which exceeds the Section/Division/Department standard and indicates the sick leave use is not related to a substantiated injury or illness and/or has a predictable pattern will initiate a review of sick leave usage and may lead to disciplinary action. Components of sick leave standard may include Section/Division/ Department sick leave utilization average, paternalistic sick leave use, depleted sick leave and/or other elements that the Department may reasonably establish.

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 the departmental rules and regulations stating the nature or reason for the absence.
2. An employee may be required to furnish reasonable evidence, including but not limited to a written statement from a medical professional, to substantiate a request for the use of personal sick leave. If a written statement from a medical professional is required, then the employee will be notified of the requirement when the employee calls in prior to returning to work.

G. Return from Sick Leave
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.

H. Depleted Sick Leave:
Employees who have insufficient accrued sick leave to cover an absence may request the use of other accrued leaves, according to Department Rules and Regulations. 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 request for leave shall not be unreasonably denied.

I. Conversion of Sick Leave:
1. At the time of termination, except for disciplinary reasons involving public funds, after the appropriate years of service an employee shall have any accumulated sick leave converted by the City into cash or deferred income on the following basis:

   a. After one year of service, each hour of accumulated sick leave shall equal ¼ hour pay;
   b. After seven years of service, each hour of accumulated sick leave shall equal ½ hour pay;
   c. At retirement, each hour of accumulated sick leave shall equal one hour pay.

2. Accumulated sick leave shall be converted into cash on the basis that each hour of accumulated sick leave shall equal 100% of the hourly rate upon the death of an employee covered by this procedure regardless of years of service, to be paid to the employee's beneficiary.

3. Upon retirement or termination, the employee shall have the option to defer sick leave cash out into the City's 457 plan up to the annual limit of deferred savings allowable for that year under Federal law.

4. All paid time off for sick leave is allocated on an hour by hour basis. Therefore, if an employee is off on a nine-hour day, the employee will be charged nine hours. If an employee is off on an eight-hour day, the employee will be charged eight hours.

SECTION 3.6 HOLIDAYS

A. The following days shall be considered holidays with pay: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, the last working day prior to Christmas Day, Christmas Day, and the last working day prior to New Year's Day.

B. Base Hourly Pay Range Employees who are scheduled to work on a holiday shall be compensated at the rate of one and one half times the regular hourly rate. This is in addition to the regular eight hours of holiday pay.

C. Holidays for 9/80 Participants

1. A holiday shall be a regular work shift (8-hour day = 8-hour holiday; 9-hour day = 9-hour holiday; 10-hour day = 10-hour holiday). A half day holiday shall be a regular half day work shift (4-hour day = 4 hours; 4.5-hour day = 4.5 hours; 5-hour day = 5 hour holiday).

2. If a holiday falls on an eight-, nine- or ten-hour work day, the City will close and the employee will be off work with eight, nine or ten hours of holiday pay.

3. If a holiday falls on a 9/80 scheduled day off, the City will close and the employee will accrue eight 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. 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 eight-hour work day in which the employee is schedule to work, the City will close and the employee will be off work with 8 hours holiday pay.

      If the holiday falls on a Saturday and the Friday before is the employee's 9/80 scheduled day off, the City will close on Friday and the employee will accrue eight hours holiday leave which will be added to the employee's vacation leave balance. 3.6.c.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 their regularly scheduled hours for that day as holiday pay.

6. For those employees whose regularly scheduled weekends are other than Saturday and Sunday, the following shall apply:

   If the holiday falls on any scheduled day off, the employee shall receive eight (8) hours vacation leave (or four (4) hours in the case of Christmas Eve and New Years Eve).

7. If an employee is required to work a holiday specified in the resolution, the language governing holiday worked will be used for computation of pay.

8. 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 hours holiday pay on the City observed holiday date or 8 hours paid time, depending on departmental schedules.

SECTION 3.7 VACATION/ANNUAL LEAVE

All paid time off for vacation is allocated on an hour by hour basis. Therefore, if an employee is off on a nine-hour day, the employee will be charged nine hours. If an employee is off on an eight-hour day, the employee will be charged eight hours.

A. Vacation: Employees covered by this resolution shall earn vacation as follows:
   1. Commencing with employment at the rate of 8.67 working hours per month of service
   2. With the 2nd year of employment at the rate of 8.7 working hours per month of service
   3. With the 3rd year of service at the rate of 10 working hours per month of service
   4. With the 5th year of service at the rate of 12.67 working hours per month of service
   5. With the 10th year of service at the rate of 16.02 working hours per month of service
   6. With the 21st year of service at the rate of 17.34 working hours per month of service
   7. With the 25th year of service at the rate of 18 working hours per month of service

B. Eligibility
   Employees shall earn vacation and only while receiving compensation from or through the City and shall be prorated on an hourly earned basis.

C. Scheduling
   The time of taking vacation shall be determined by the employee with the approval of the department head, subject to review by the City Manager.

D. Borrowing
   An employee may borrow up to 40 hours of unearned vacation subject to the approval of the 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 Separation
   Any borrowed vacation or annual leave 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.

G. Pay for Vacation
   An employee, subject to department head approval, may select either to receive pay or to defer vacation pay up to a maximum of 80 hours per fiscal year (28 days prior notice must be given for such a request); provided, however, that an employee has a balance of at least 40 hours at the time of cash down.

H. Effect of Holiday
   When an authorized holiday occurs during a vacation period, such days shall not be deducted from earned vacation.

SECTION 3.8 BEREAVEMENT LEAVE

A. Each employee covered by this resolution shall be entitled to up to three work shifts of bereavement leave with pay per death of a covered employee. Additional leave, of up to two work shifts may be granted by the Department Head due to a death which occurs out of state or in excess of 300 miles from the borders of the City of Torrance. In the event there is a question of the distance of 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. Management may ask for verification of bereavement leave.

B. All paid time off for bereavement leave is allocated on an hour by hour basis up to 3 work shifts, or an additional two work shifts if out of state. If an employee is off on a 9-hour day, employees will be charged 9 hours. If an employee is off an 8-hour day, the employee will be charged 8 hours.

1. Such bereavement leave shall apply to a death in the immediate family as defined for family sick leave.
2. Bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused.

SECTION 3.9 COMPASSIONATE LEAVE

In the event that an employee covered by this resolution dies, other employees from the department of the deceased member may be granted up to three hours leave for the purposes of serving as a pallbearer or to otherwise attend the funeral.

A. The number of employees who are granted this leave at 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. Compassionate leave shall not be accruable nor shall it have any monetary value if unused.

SECTION 3.10 JURY DUTY

An employee summoned to attend any court, during the time regularly required for his office of employment, for the purpose of jury service shall be entitled while so engaged and actually serving, to his regular compensation, provided that he deposits his jury service fees pursuant to the provisions of Administrative Rules. Such time shall be allowed to an employee only for the minimum required by law.

Employees who serve on jury duty on their 9/80 day off do not receive any extra pay for the day. They are however, entitled to the jury employment fee.

SECTION 3.11 UNIFORM PROVISIONS

Where uniforms are required by the department, such uniforms shall be provided for by the City. A failure to wear the required uniform shall be grounds for disciplinary action.

SECTION 3.12 EDUCATIONAL MATERIALS ALLOWANCE

Effective with this Agreement the City shall pay a $100.00 tool and educational materials allowance payable in February to employees covered by this resolution.

SECTION 3.13 VEHICLE ALLOWANCE

Employees in the classification of Home Improvement Instructor and Area G Executive Director shall receive a monthly car allowance of $370.00.

ARTICLE 4 - SPECIAL COMPENSATION PROVISIONS

SECTION 4.1 OVERTIME COMPENSATION

A. Base Hourly Pay Range Employees, shall be compensated by pay at the rate of 1½ times the regular hourly rate of the employee for hours worked in excess of a regularly scheduled shift or work week. Other employees shall be paid overtime as provided in federal and state law. Employees who are regularly scheduled less than 80 hours per pay period shall be paid at the rate of 1½ times the regular hourly rate for hours worked in excess of 80 hours per pay period.

B. Computation
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. (Three hours minimum between the hours of 12:00 midnight and 5:00 a.m.)

C. Reporting Overtime
Employees are required to report overtime worked when they report their regular time for the pay period. An employee who fails to do so can be subject to discipline as the City is required to pay overtime on the payday following the end of the pay period when the overtime is performed.

D. Compensatory Time
An employee, subject to department head approval, may select to take compensatory time off at time and one-half of overtime worked. Such compensatory time can be accrued to a maximum of 80 hours.

SECTION 4.2 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 a temporary absence of another employee.

B. Assignment
1. When an employee is temporarily absent from his job, another employee may be assigned by the department head or his designee to do the work of the absent employee.
2. The assigned employee need not possess the minimum qualifications for the positions of the absent employee.
3. The department head may permit the position to remain temporarily vacant, if, in his opinion, the public health, welfare, and safety are not jeopardized.
4. An employee may decline a move up assignment.

C. Duration of Assignment
1. 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:
   a. Each such assignment shall not exceed 90 days duration.
   b. 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
Priority for move-up assignments shall first be given to employees in the same department and division regularly employed in a job title whom the department head or designee certifies is capable of performing the work of the absent employee.

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

F. Move Up Pay for Vacant Position
1. Except as provided in subsection H), 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 for such assigned position which will give the employee 5% or more than the current salary of that employee.
2. For the purpose of this Section, four or more consecutive hours shall constitute a day.

SECTION 4.3 NIGHT SHIFT DIFFERENTIAL

Base Hourly Pay Range Employee assigned to night shifts shall be paid at 5% above average base hourly pay. A night shift shall be defined as a shift in which ½ or more of the shift is schedule to work after 4:00 p.m. or before 8:00 a.m. Such premium shall not be paid on top of overtime pay.

SECTION 4.4 SUPERVISORY PAY POLICY

A supervisor shall receive no less than 5% over the base pay of any employee supervised.

SECTION 4.5 INACTIVE STATUS

Civil Service classifications are eligible to apply for 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. The 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 three (3) open eligibles for a vacant position in the classification from which he/she was terminated.
D. All employee benefits shall not accrue during such inactive status and the employee shall have a break in continuous employment.

SECTION 4.6 PREMIUM

A. Workers Compensation Claims Examiners who have received a State of California Self Insurance Administrators certificate shall receive a premium of 5%.

ARTICLE 5 - WORKING CONDITIONS

SECTION 5.1 HOURS OF WORK

A. Torrance City Hall operates on a 9/80 closed schedule.
B. 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.
C. The City will continue to work toward the implementation of a modified work schedule in departments which do not currently operate under the 9/80 program.
D. Employees, not on a modified or 9/80 schedule, shall work 40 hour work week.

SECTION 5.2 LUNCH PERIODS

A. Employees shall be entitled to a lunch period not to exceed one hour per regular work day or regular work shift.
   1. Such lunch period shall be without pay, as specified under Hours of Work, and may not be accumulated.
   2. The amount of time for lunch period and the procedure for taking lunch period shall be determined by departmental rules and regulations.

SECTION 5.3 CITY PROVIDED LEAVE OF ABSENCE

A. Purpose
   Employees covered by this resolution are entitled to a number of statutory leaves for a variety of purposes provided by law. This section addresses the right of an employee to receive a leave of absence which may exceed the rights provided by law. Any leave granted pursuant to this section is unpaid, and will be run concurrently with any applicable statutory leave entitlement the employee may have. During an approved family leave (FMLA & CFRA) and/or medical leave, an employee may concurrently use other accrued paid leaves in connection with the leave. Accrued leave may not be used in connection with a personal leave of absence.

B. Authorization
   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 provided pursuant to this section may be granted to any employee by the City Manager.
   3. No leave provided pursuant to this section shall be granted for more than a total of eight months during a 12-month period. The 12-month period for calculating leave 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 months of continuous employment before being eligible for consideration of a leave of absence for more than 30 days.

C. Request for Leave of Absence
   An employee may file a request for leave upon a form supplied by the City. Such a request must be filed (30 days when foreseeable) before the beginning of the requested leave except in cases of emergency. Such leave may be for medical, military, or personal reasons. The City retains complete discretion as to whether any leave pursuant to this section will be granted. Since leaves pursuant to this section exceed the law, determinations as to whether such leaves will be granted will be based on operational reasons of the particular department/division/location where the employee works.

D. Military Leave
   A leave of absence for military service 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 Resolution 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/her, shall be entitled upon completion of the following conditions to receive the rate of compensation at the step, including longevity, to which employee would have been entitled had the service with the City not been interrupted by such Federal Service.
   1. Employee makes a written application to the City as provided by Federal law 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 Employee establishes to the reasonable satisfaction of the City that the employee is qualified to perform the duties of such position.

E. Medical Examination Prior to Returning From Leave
Prior to returning to work from a medical leave granted pursuant to this section, an employee will be advised to either produce a fitness for duty certification from his/her own doctor or will be required to submit to a fitness for duty examination by a City-appointed physician. If the physician determines the employee is not fit, the City and the employee will engage in an interactive discussion meeting to discuss any functional limitations identified by the physician to determine if a reasonable accommodation is possible. Under no circumstances will the City receive any medical information about the employee from the physician to whom the City sends the employee. If the employee is permitted to bring a fitness for duty certification from his/her own doctor, the employee is similarly not required to produce any medical information to the City, only functional limitations, if any.

F. Any employee terminating or retiring at the end of the eight-month leave of absence granted pursuant to this section shall be paid an amount equal to four months of City health insurance contribution. On a case-by-case basis, the City Manager or his/her designee may waive the eight-month eligibility requirement. 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.

ARTICLE 6 - GRIEVANCES

SECTION 6.1 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 employee's wages, hours and working conditions.

SECTION 6.2 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.

A. Procedure:
1. First Step: Supervisory Level
The grievance must be presented in writing on a form provided by the City. The first section of the form must be completed fully by the employee or representative. If the grievant fails to set forth with specificity the rule, policy, practice or procedure violated, the facts which support the alleged violation, the time the alleged violation occurred and the remedy sought, the grievance will be rejected and cannot be processed further. The employee(s) and/or the representative(s) must notify the supervisor when an issue is to be processed in accordance with this grievance procedure.
2. The aggrieved employee(s) and/or a representative shall meet and consult with the employee's immediate supervisor.
3. The immediate supervisor may ask for a superior to participate.
4. If a grievance is not resolved by the end of the third full working day, after being received by the immediate supervisor, the employee may within 10 working days appeal in writing to the department head on a form provided by the City.

5. If a grievance is against a department head, the employee shall appeal in writing to the City Manager.

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 require the employee's superiors to be present at such conference.
3. If the grievance is not resolved by the end of the fifth full working day after being received by the department head, the employee may within 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 the grievance is not resolved satisfactorily by the end of the fifth full working day after being received by the City Manager, the employee may within 10 working days appeal in writing through the City Manager for binding arbitration.

D. Fourth Step: Arbitration
1. As soon as is possible, and in no case later than ten (10) working days after receipt of an appeal, the City Manager or a designee shall request a list of seven (7) names from the American Arbitration Association.
2. Representatives of Management and of Certain Full Time Salaried and Hourly Employees 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. Such decision shall not add to or otherwise modify the language of this Agreement.

SECTION 6.3 GENERAL GRIEVANCE PROVISIONS

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

B. The aggrieved employee(s) and representative(s) shall be allowed reasonable time 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. Cost of arbitration shall be equally shared by the parties.

D. A grievance shall be considered untimely if not presented by the employee within 30 calendar days of the alleged grievance or within 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.

E. All grievances must be on a form provided by the City.

F. The grievant is entitled to competent representation of his choice.

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. All parties participating in the grievance process shall be required to produce truthful information.

J. Failure on the part of the grievant or his/her representative to participate in good faith at any point during the grievance process shall render the grievance abandoned.

K. If the City fails to respond within the time lines as set forth above, or in good faith the grievant may proceed automatically to the next step.

L. At each level of the grievance, the Management representative shall indicate whether the grievance is being denied, rejected as not being grievable, or that it is not within the scope of that person to remedy, or that there was no violation.

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 17th day of August, 2010.

_____
Mayor Frank Scotto

ATTEST:

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By_____
Patrick Q. Sullivan
Assistant City Attorney

Attachment A

COMPETENCIES FOR OPERATIONS ASSISTANT

Competencies are key behaviors demonstrated by excellent performers on-the-job.

Knows Mission

- Understands the purpose of the Office of Cable Communications and the City including its statutory mandate, its customers, its products and/or services, and its measures of mission effectiveness.
- Is able to articulate the relationship between Cable Television activities and successful mission accomplishment.
- Keeps current with technologies, which may have a future impact on mission.

Understands Business Process and How to Change to Improve Efficiency and Effectiveness

- Approaches assigned Office of Cable Communications responsibilities with a broad perspective of the way business is done within the Department and the City.
- Able to recognize and implement change to enhance efficiency and effectiveness.

Understands Clients and Organizational Culture

- Researches unique characteristics of clients/customers to ensure that assistance and consultations are appropriate to the situations.
- Maintains an awareness of differing cultures and provides service that is tailored to the requirements of the culture.

Understands Public Service Environment

- Keeps current on political and legislative activities, which may affect the organization and/or the Cable and Broadcast Television community.
- Seeks to understand the intent of as well as the letter of laws, orders, and regulations, which result from the political process so that implementation is consistent with the intended outcomes of legal and policy changes.

Communicates Well

- Expresses ideas and exchanges information clearly and persuasively.
- Speaks in layman's terms and rather than technical terms.
- Communicates effectively with all levels of the organization, clients, and outside agencies.

Assesses and Balances Competing Priorities

- Manages competing priorities and work assignments by continuously evaluating the needs of the Department's mission against pending work.
- Maintains contact with management to ensure a clear understanding of mission priorities.
- Explains priorities to key customers to ensure that they understand the rationale for decisions regarding work priorities.

Applies Information Technology to Industry Management

- Maintains awareness of current and emerging technologies, which have potential to improve the efficiency and/or effectiveness of Office of Cable Communications within the organization.
- Develops proposals to implement new Office of Cable Communications-based technology within the organization when justified.

Possesses Good Analytical Skills Including the Ability to Think Strategically and Creatively

- Analyzes a variety of data and information from several sources and arrives at logical conclusions.
- Recognizes the gaps in available data and suggests other ways to obtain the needed information.
- Considers industry trends and recommends appropriate courses of action.

Attachment A

Uses Consultation and Negotiation Skills Including Dispute Resolution
Takes the initiative in solving or helping to resolve problems.
Knows a variety of problem-solving techniques and uses them or recommends them to involved parties.

Possesses the Ability to Build Trust Relationships
- Has integrity and demonstrates professional behavior to gain the trust and confidence of customer and peers.
- Follows up on commitments made on a timely, accurate and complete basis.
- Maintains confidences and does not abuse the privilege of accessibility to confidential information.

Demonstrates Customer Service Orientation
- Keeps abreast of the organizational climate and changes to the Department's mission and is keenly sensitive to customer needs and concerns.
- Responds to client needs, questions and concerns in an accurate timely manner.

Practices and Promotes Integrity and Ethical Behavior
- Behaves in ways that demonstrate trust and gain confidence.
- Treats customers fairly and courteously and effectively responds to their needs regardless of location or grade level.
- Promotes and maintains a high level of integrity.

SUCCESSFULLY DEMONSTRATES COMPETENCIES IN THE FOLLOWING:

- **Engineering**
  - Set up Production Control Room for studio shoots.
  - Set up Mobile Production Van for field shoots.
  - Set up Single Camera equipment packages for field shoots
  - Set up Audio/Visual equipment for various field applications

- **Maintain and operate all equipment in Master Control Room**
  - Playback system
  - Electronic Readerboard
  - Satellite downlink

- **Direct Television Programming**
  - Studio shoots
  - Multi-camera field events shoots
  - Single camera field shoots

- **Train production staff in the use of video and audio equipment**
  - Paid Staff
  - Volunteer Staff

- **Maintain and operate all equipment in the Cable Communications building**
  - Office machines
  - Audio/video equipment

Attachment A

- **Basic Audio and Video maintenance and trouble-shooting**
  - Video tape recorder
  - Audio recorder
  - Camera and support hardware
  - Television production systems
  - Television post-production systems
  - Ability to comprehend and utilize system schematics
  - Create new video and audio cable

- **Successfully completed the following:**
  - Directed at a minimum of 40 multi-camera field events shoots (including athletic, performance, event coverage)
  - Directed at a minimum 120 multi-camera studio shoots
  - Engineered at a minimum 200 multi-camera field and studio shoots

- **Successfully completed at least one of the following:**
  - Advanced degree in communications, television production, broadcasting or related field
  - Certificated program in television or video broadcast production

RESOLUTION NO. 2010-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR THE CERTAIN PART TIME HOURLY EMPLOYEES BEGINNING AUGUST 29, 2010, AND REPEALING RESOLUTION NO. 2007-46.

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

SECTION I

That Resolution No. 2007-46 and all previous resolutions are hereby repealed in their entirety.

SECTION II

This Resolution provides compensation procedures for employees who are in job titles not currently represented by a designated employee organization and is hereby approved in its entirety to read as follows:

CERTAIN PART-TIME HOURLY EMPLOYEES

2010

ARTICLE 1- COMPENSATION

SECTION 1.1 PAY RANGES AND CLASS TITLES

A. The pay grade described below are hereby assigned to the position titles of the following Certain Part Time Hourly Employees ***effective August 29, 2010.***

BASE CERTAIN PART TIME HOURLY PAY RANGES

Class Title Steps	1	2	3	4	5	6	7	8	9
Admin Project Aide	18.16								
Aide, Election	18.58	19.04	19.99	21.00	22.05	22.56	23.15	23.73	24.32
Aide, Senior	9.24								
Cable TV Announcer	12.48	13.08	13.77	14.46	15.16	15.93	16.72		
Cable TV Assistant Writer	18.44	19.38	20.32	21.36	22.43				
Cable TV Production Assistant	12.32	12.89	13.56	14.25					
Clerical Project Aide	13.33								
Facility Operations Attend, Sr.	14.13	14.83	15.60	16.39	17.16	18.04			
Facility Operations Attendant	8.81	9.25	9.72	10.18	10.71	11.22			
Intern I	9.96	10.83	11.73	12.63	13.54	14.43	15.33		
Intern II	16.09	16.89	17.74	18.64	19.56				
Maintenance Project Aide I	13.33								
Maintenance Project Aide II	18.16								
Police Cadet	13.02	13.65	14.36	15.05	15.83				
Relief Fire Comm. Operator I	17.78	19.58	20.56	21.57	22.65	23.78	24.98		
Stage Manager	19.60	20.59	21.61						
Theater Technician	15.43	16.20	17.04						

Class Title	Steps	1	2	3	4	5	6	7	8	9
Aide, Environmental*		8.00								
Aide, Office*		8.00								

*This job class receives minimum wage. No COLA increases.

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 BASE PAY RANGE

A. Starting Pay Rates:
Original appointment to a position shall normally be made at the first step. Upon recommendation of the department head, and approval by the City Manager, initial compensation may be at a higher step within the range for the class.

B. Step Advancement:
Base pay step advancement within a pay range shall normally be on the first day of the nearest pay period to the anniversary of each year of service, to the maximum step of the base pay range. Step advancement shall be subject to a recommendation of the department head and concurrence of the City Manager based on satisfactory performance and may be accelerated where outstanding performance may justify.

SECTION 2.2 METHODS OF COMPENSATION

Compensation shall be earned on an hourly basis and shall be paid on a bi-weekly basis.

SECTION 2.3 REQUIREMENTS AS TO CONTINUITY OF SERVICE

A. Service requirements for advancement within the pay range shall be based on continuous and total service as an employee.

B. 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 still be docked for any time not worked). Any unauthorized leave in excess of three consecutive work days shall be grounds for discharge.

SECTION 2.4 RATE OF PAY ON PROMOTION

Whenever an employee covered by this resolution is promoted, the employee shall receive the rate of compensation of the first step of the salary range for the new position or the lowest step in the range that provides an increase of 5%, whichever is the higher, within the specified base pay range for the class.

ARTICLE 3 - WAGE SUPPLEMENTAL BENEFITS

SECTION 3.1 RETIREMENT

A. Public Employees' Retirement System (PERS): Employees in the following job titles, Stage Manager, Theater Technician, Facility Operations Attendant, Senior Facility Operations Attendant and Juvenile Counseling Intern, shall be covered by PERS. The benefits of that plan are covered by the current contract between the City of Torrance and PERS.

B. Commencing November 1, 1992, the City shall pay 7% of the employee's 7% contribution to PERS for employees covered by this resolution pursuant to Section 20015 of the California Government Code. Such payments shall be reported simply as normal contributions and shall be credited to member accounts. These contributions shall at time of termination belong to the employee. These contributions shall be reported to PERS as compensation as provided by SB 53.

C. Employees hired prior to August 23, 1981, shall be covered by the highest year retirement option. Employees hired on or after such date shall be covered by the highest three years PERS retirement option. In addition to the PERS Program, employees in the titles listed above shall be covered by Social Security.

D. The seven percent (7%) paid by the City shall be considered as employer-paid member contributions (EMPC) and will be reported to PERS as compensation.

E. Upon the effective date of this resolution, all new hires who are covered by PERS (employees in the titles listed in 3.1(A)) shall be responsible for the employee's contribution to PERS, currently 7% of pay.

1. Section 3.1(D) would no longer be applicable.

F. Employees covered in this resolution who are not listed in Section 3.1 (a) shall have a deferred income plan with provisions as allowed by federal law and shall be enrolled in the City's Deferred Compensation Plan.

SECTION 3.2 INDUSTRIAL ACCIDENT

A. Employees who are injured on the job are subject to State Law with regard to industrial injury benefits.

SECTION 3.3. HOLIDAYS

A. Senior Aides shall receive four hours per paid holiday. Environmental Aides shall receive eight hours per paid holiday. To be eligible, an employee must work at least 12 hours during the pay period in which the holiday falls.

The following days shall be considered holidays with pay for Senior Aides and Environmental Aides only: New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, the last working day prior to Christmas Day, Christmas, and the last working day prior to New Year's Day.

B. Stage Manager, Theater Technician, Facility Operations Attendant and Sr. Facility Operations Attendant shall receive holiday pay equaling 4 hours pay for Christmas Day (December 25), New Years Day (January 1) and Martin Luther King Jr.'s Birthday. To be eligible, an employee must work at least 12 hours during the pay period in which Christmas Day, New Years Day and Martin Luther King Jr.'s Birthday falls.

C. Employees with the following job titles receive no holiday pay. Juvenile Counseling Intern, Cable TV Writer, Cable TV Production Assistant.

SECTION 3.4 COMPASSIONATE LEAVE

In the event that an employee covered by this resolution dies, other employees from the department of the deceased member may be granted up to three hours leave for the purposes of serving as a pallbearer or to otherwise attend the funeral.

A. The number of employees who are granted this leave at 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. Compassionate leave shall not be accruable nor shall it have any monetary value if unused.

SECTION 3.5 UNIFORM PROVISIONS

Where uniforms are required by the department, such uniforms shall be provided for by the City. A failure to wear the required uniform shall be grounds for disciplinary action.

SECTION 3.6 SHOE ALLOWANCE

Senior Aides, Facility Operations Attendants, Sr. Facility Operations Attendants and Theater Technicians who are in assignments requiring the wearing of safety shoes shall receive $82.50 each six 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 disciplinary action for failure to wear safety shoes on the job.

SECTION 3.7 TRAINING PAY

The Relief Fire Communication Operator I's will receive a training premium of 5% of base pay while training Public Safety Dispatchers.

ARTICLE 4 - SPECIAL COMPENSATION PROVISIONS

SECTION 4.1 OVERTIME COMPENSATION

A. Employees who work in excess of 40 hours per work week shall be paid at the rate of 1½ times the regular hourly rate.

B. Overtime Claims for Compensation
Overtime worked must be reported to the Finance Director within 15 calendar days after the end of the pay period in which the services were rendered. Failure to do so waives any claims for compensation for such service by the employee concerned.

SECTION 4.2 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 a temporary absence of another employee.

B. Assignment
1. When an employee is temporarily absent from his job, another employee may be assigned by the department head or his designee to do the work of the absent employee.
2. The assigned employee need not possess the minimum qualifications for the positions of the absent employee.

3. The department head may permit the position to remain temporarily vacant, if, in his opinion, the public health, welfare, and safety are not jeopardized.
4. An employee may decline a move up assignment.

C. Duration of Assignment

1. 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:
   a. Each such assignment shall not exceed 90 days duration.

   b. 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

1. Priority for move-up assignments shall first be given to employees in the same department and division regularly employed in a job title whom the department head or designee certifies is capable of performing the work of the absent employee.

E. Absence of Move Up Employees

If a moved up employee is absent, another employee may be assigned during such absence, subject to all provisions of this Section.

F. Move Up Pay for Vacant Position

1. Except as provided in subsection h), 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 for such assigned position which will give the employee 5% or more than the current salary of that employee.
2. For the purpose of this Section, four or more consecutive hours shall constitute a day.

SECTION 4.4 SUPERVISORY PAY POLICY

A supervisor shall receive no less than 5% over the base pay of any employee supervised.

ARTICLE 5 - WORKING CONDITIONS

SECTION 5.1 HOURS OF WORK

A. Torrance City Hall operates on a 9/80 closed schedule.
B. 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.
C. The City will continue to work toward the implementation of a modified work schedule in departments which do not currently operate under the 9/80 program.
D. Employees, not on a modified or 9/80 schedule, shall work 40 hour work week.

SECTION 5.2 LUNCH PERIODS

A. Employees who work more than four hours in one day, may be entitled to a lunch period not to exceed one hour per regular work day or regular work shift.

1. Such lunch period shall be without pay, as specified under Hours of Work, and may not be accumulated.
2. The amount of time for lunch period and the procedure for taking lunch period shall be determined by departmental rules and regulations.

ARTICLE 6 - GRIEVANCES

SECTION 6.1 DEFINITION OF A 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 resolution affecting employee's wages, hours and working conditions.

SECTION 6.2 THE 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.

A. First Step: Supervisory Level

The grievance must be presented in writing on forms provided by the City. It is incumbent upon the employee(s) and/or the representative(s) to notify the supervisor when an issue is to be processed in accordance with this grievance procedure. The aggrieved employee(s) and/or a representative shall meet with the employee's immediate supervisor.

The immediate supervisor may ask for a superior to participate.

If a grievance is not resolved by the end of the third full working day, after being received by the immediate supervisor, the employee may within 10 working days appeal in writing to the department head on a form provided by the City.

If a grievance is against a department head, the employee shall appeal in writing to the City Manager.

B. Second Step: Department Head Level

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.

The department head may require the employee's superiors present at such If the grievance is not resolved by the end of the fifth full working day after being received by the department head, the employee may within 10 working days appeal in writing to the City Manager.

C. Third Step: City Manager Level

The aggrieved employee(s) and/or a representative(s) shall meet and consult with the City Manager or a designee.

The City Manager may require the department head to be present at such conference.

D. General Grievance Provisions

ARTICLE 7 – MISCELLANEOUS

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

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.)

A grievance shall be considered untimely if not presented by the employee within 30 calendar days of the alleged grievance.

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 17th day of August 2010.

_____
Mayor Frank Scotto

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By_____
Patrick Q. Sullivan
Assistant City Attorney