Council Meeting of
March 8, 2011

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

Members of the Council:

SUBJECT: City Manager – Adopt RESOLUTIONS pursuant to Memoranda of Understanding setting forth hours, wages, and working conditions for Torrance Municipal Employees (TME-AFSCME), Torrance Library Employees Association (TLEA), Crossing Guards and adopt California Public Employees Retirement System RESOLUTIONS.
Expenditure: None

Recommendation of the City Manager that City Council:

1) Adopt a **RESOLUTION** pursuant to Memorandum of Understanding setting forth the hours, wages, and working conditions for employees represented by the Torrance Municipal Employees (TME-AFSCME) for the period of March 8, 2011 to June 30, 2012, and repealing Resolution 2007-78; and
2) Adopt a **RESOLUTION** pursuant to Memorandum of Understanding setting forth the hours, wages, and working conditions for employees represented by the Torrance Library Employees Association (TLEA) for the period of March 8, 2011 to June 30, 2012, and repealing Resolution 2007-79; and
3) Adopt a **RESOLUTION** pursuant to Memorandum of Understanding setting forth the hours, wages, and working conditions for employees represented by the Crossing Guards for the period of March 8, 2011 to June 30, 2012, and repealing Resolution 2008-106; and
4) Adopt a California Public Employees Retirement System (CalPERS) **RESOLUTION** to reduce Employer Paid Member Contribution (EPMC) for employees represented by TME-AFSCME.
5) Adopt a California Public Employees Retirement System (CalPERS) **RESOLUTION** to reduce Employer Paid Member Contribution (EPMC) for employees represented by TLEA.

Funding

Not applicable.

BACKGROUND AND ANALYSIS

The Torrance Municipal Employees (TME-AFSCME) Memorandum of Understanding (Resolution 2007-78) expired on March 31, 2010. The Torrance Library Employees Association (TLEA) Memorandum of Understanding (Resolution 2007-79) also expired on March 31, 2010, and the Crossing Guards Memorandum of Understanding expired on June 30, 2010. The City continued to honor the terms and conditions of the expired MOUs while City staff and TME-AFSCME, TLEA and the Crossing Guards engaged in negotiations for a successor agreement.

The Memorandum of Understanding before Your Honorable Body is for adoption. The MOU includes one major change in the Public Employee Retirement System (PERS) contributions for newly-hired City employees. Per the City Council budget action of June 2010, all new employees hired after February 1, 2011 will contribute the 7% employee's portion to the PERS retirement system. The estimated savings for TME-AFSCME is $139,400 per year based on a five-year average of employee attrition. The estimated savings for TLEA is $16,600 per year based on a five-year average of employee attrition. The Crossing Guards are not enrolled in the Public Employee Retirement System. The new TME-AFSCME, TLEA and Crossing Guard MOUs does not include any pay raises or premium adjustments.

The MOUs are consistent with the instructions given to the Labor Negotiator by the Mayor and City Council, and the total package was voted upon favorably by the membership of the TME-AFSCME, TLEA and Crossing Guards.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By _____
Aram Chaparyan
Assistant to the City Manager

CONCUR:

_____
LeRoy J. Jackson
City Manager

Attachments: A) TME-AFSCME 2011-12 Memorandum of Understanding
B) TLEA 2011-12 Memorandum of Understanding
C) Crossing Guards 2011-12 Memorandum of Understanding
D) CalPERS Resolution for TME-AFSCME
E) CalPERS Resolution for TLEA

Attachment A

MEMORANDUM OF UNDERSTANDING
TORRANCE MUNICIPAL EMPLOYEES - AFSCME, LOCAL 1117
(TME-AFSCME)

2011 - 2012

A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY TORRANCE MUNICIPAL EMPLOYEES - AFSCME, LOCAL 1117

An agreement of the undersigned representatives of the Torrance Municipal Employees - AFSCME, Local 1117 and the representatives of the City of Torrance (City) that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions for the period starting March 8, 2011 through June 30, 2012, and was reached through agreement of the undersigned parties.

The parties agree to commence negotiations for a successor MOU in 2012, so that an agreement can be reached prior to the expiration of this agreement. The City agrees that negotiations will commence within two months of the Union's request for information, but no earlier than February 1, 2012.

Signed this ____ day of March 2011.

Management	TME-AFSCME
_____	M J Moor
_____	David Wallace
_____	Kenneth R Emm
_____	_____
_____	_____

RESOLUTION NO. 2011-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE MUNICIPAL EMPLOYEES–AFSCME, LOCAL 1117, AND REPEALING RESOLUTION NO. 2007-78

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

SECTION I

That Resolution No. 2007-78 is hereby repealed in its entirety.

SECTION II

The following agreement between representatives of Management and the representatives of the Torrance Municipal Employees - AFSCME, Local 1117 is hereby approved in its entirety to read as follows:

Article 1 – Introduction
Section 1.1 Preamble
Section 1.2 Management Rights
Section 1.3 Employee Rights
Section 1.4 Obligation to Meet and Confer

Article 2 – Compensation
Section 2.1 Salary Ranges and Class Titles
Section 2.2 Base Pay Range
Section 2.3 Salary Advancement
Section 2.4 Rate on Promotion
Section 2.5 [Intentionally left blank]
Section 2.6 Longevity
Section 2.7 Methods of Compensation
Section 2.8 Continuity of Service
Section 2.9 Permanent Part-Time Employees

Article 3 - Special Compensation
Section 3.1 Premiums
Section 3.2 [Intentionally left blank]
Section 3.3 Move Up Assignment
Section 3.4 Supervisory Pay Policy
Section 3.5 Night Shift

Article 4 - Benefits
Section 4.1 Holidays
Section 4.2 Vacation
Section 4.3 Sick Leave
Section 4.4 Industrial Injury Leave
Section 4.5 Leaves of Absence
Section 4.6 Bereavement Leave
Section 4.7 Compassionate Leave
Section 4.8 Jury Duty
Section 4.9 Insurance
Section 4.10 Retirement
Section 4.11 Uniforms
Section 4.12 Tool Allowance
Section 4.13 Medical Examination/Rechecks/Inoculations
Section 4.14 Safety
Section 4.15 Deferred Compensation
Section 4.16 Licenses
Section 4.17 Member Relations
Section 4.18 Release Time

Article 5 - Hours of Work
Section 5.1 Normal Hours of Work
Section 5.2 Lunch
Section 5.3 Rest Breaks
Section 5.4 [Intentionally left blank]

Article 6 - Overtime
Section 6.1 Overtime
Section 6.2 Call Out

Article 7 - Conditions of Employment
Section 7.1 Probationary Period
Section 7.2 Discipline Provisions
Section 7.3 Transfer
Section 7.4 Layoff Provisions
Section 7.5 Inactive Status
Section 7.6 Classification Studies
Section 7.7 [Intentionally left blank]
Section 7.8 Personnel Files
Section 7.9 Work Rules
Section 7.10 Use of City Vehicles
Section 7.11 Seniority

Article 8 - Grievances
Section 8.1 Definition of Grievance
Section 8.2 Scope of Grievance Procedure
Section 8.3 The Grievance Procedure
Section 8.4 General Grievance Provisions
Section 8.5 Stewards

Article 9 - General
Section 9.1 Security Provisions
Section 9.2 Non-Discrimination, Equal Employment Opportunity and Discriminatory Harassment
Section 9.3 Job Action
Section 9.4 Training
Section 9.5 Employee Relations Leave
Section 9.6 Civil Service Examinations
Section 9.7 Welfare to Work
Section 9.8 Family-School Partnership Leave

Article 10 - Miscellaneous
Section 10.1 [Intentionally left blank]
Section 10.2 Monthly Meetings

Article 11 – Notice
Section 11.1 Notice

Attachment A - Long Term Disability Plan and Partial Disability
Attachment B - Catastrophic Leave Program
Attachment C - Transit Runs
Attachment D - City of Torrance Agreement for AB 98
Attachment E - Mechanics Tools Self-Insurance Program Employee Responsibilities
Attachment F - Request for Release Time Form

ARTICLE 1 - INTRODUCTION

SECTION 1.1 PREAMBLE

The following is the agreement regarding hours, wages and working conditions between the City of Torrance and TME-AFSCME, Local 1117.

Each section of this agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

SECTION 1.2 MANAGEMENT RIGHTS

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

SECTION 1.3 EMPLOYEE RIGHTS

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

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

SECTION 1.4 OBLIGATION TO MEET AND CONFER

Although nothing in this agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement, it is understood and agreed that neither party may require the other party to meet and confer on any subject matter covered herein or with respect to any other matter within the scope of representation during the term of this agreement. The parties agree to meet and confer on the items listed below between May 1, 2011 and April 30, 2012. There is no guarantee that any of these items will be implemented during the life of this agreement.

- Modifications to Departmental Work Rules
- Move up Assignment – Section 5.2
- Alternate Work Schedules – Formation of a joint labor management committee, with three members appointed by the Union and three members appointed by Management, to study the feasibility of implementing an alternate work schedule for TME represented positions in the Police Department. Additional individuals may be included with the consent of both parties.

ARTICLE 2 - COMPENSATION

SECTION 2.1 SALARY RANGES AND CLASS TITLES

A. The following salary ranges are assigned to classes covered by this MOU.

2011 - 2012
CRAFTS & TRADES - BASE HOURLY PAY RANGE

CLASSIFICATION: STEPS:	1	2	3	4	5	6	7	8
AC & Heating Technician	26.17	27.49	28.85	30.29	31.82	33.40	35.08	
Airport Worker	18.04	18.94	19.90	20.89	21.93	23.02	24.18	
Apprentice Relief Bus Operator♦	11.39	13.46						
Building Maintainer	22.15	23.25	24.41	25.63				
Building Maintainer, Sr.	26.17	27.49	28.85	30.29	31.82			
Bus Operator	18.94	19.91	20.89	21.93	23.05			
Cement Finisher	24.76	26.00	27.30					
Computer Operations Technician	21.17	22.24	23.33	24.50	25.72			
Custodian	15.33	16.11	16.88	17.72	18.62			
Custodian, Senior	20.86	21.92	23.01					
Electrician	27.55	28.95	30.38					
Electrician Helper	17.29	18.18	19.06	20.03	21.03			
Equipment Attendant	16.86	17.70	18.60	19.45	20.44			
Equipment Operator	22.45	23.56	24.73					
Irrigation Systems Technician	22.26	23.37	24.54	25.75				
Lead Maintenance Worker	20.72	21.76	22.85	23.99	25.20			
Maintenance Worker	15.35	16.13	16.95	17.78	18.66	19.61		
Mechanic	22.94	24.10	25.29					
Mechanic, Senior	28.45	29.91	31.40					
Pest Control Technician	22.26	23.37	24.54	25.75				
Police Communication Operator	23.45	24.62	25.84	27.16	28.50	29.74*	31.40*	
Police Services Officer	21.22	22.25	23.39	23.96	24.54			
Public Safety Dispatcher**	22.83	23.96	25.16	26.42	27.74	29.12	30.58	32.12
Relief Bus Operator***	16.70	17.52	18.40					
Relief Fire Communications Oper. I	17.78	19.58	20.56	21.57	22.65	23.78	24.98	
Revenue Inspector/Collector	21.38	22.46	23.56	24.73	25.95			
Sanitation Equipment Operator	21.37	22.45	23.56	24.73				
Storekeeper	18.45	19.39	20.35	21.36	22.44			
Storekeeper, Auto Parts	20.02	21.01	22.05	23.15				
Telecommunications Technician	23.01	24.17	25.37	26.65	27.98			
Traffic Painter	21.40	22.49	23.58					
Traffic Painter, Lead	22.52	23.62	24.80					
Traffic Signal Technician	27.55	28.95	30.38					
Transit Dispatcher	24.19	25.40	26.68					
Tree Trimmer	20.59	21.63	22.67					
Wastewater Technician	21.37	22.45	23.56	24.73				
Water Service Tech I	21.61	22.69	23.83	25.02				
Water Service Tech II	23.83	25.02	26.27	27.59				
Water Service Tech III	27.60	28.99	30.44	31.96				
Welder, Senior	28.45	29.91	31.40					
Wireless Technician	26.66	27.95	29.36	30.83	32.37			

* The shaded steps (Steps 6 and 7) for Police Communication Operator are effective as follows:
- Step 6 at the beginning of 16 years of total and continuous service.
- Step 7 at the beginning of 25 years of total and continuous service.

** Not eligible for longevity.

*** Classification entitled to receive PERS retirement benefits and health insurance per Section 4.9.A.1 only, no other benefits. When an RBO reaches Step 3, he/she shall be eligible to receive City-paid one-party health, dental, and vision insurance.

♦ This is an at-will classification. Advancement to Step 2 is contingent on completion of the training program within three months of hire. Employees in this classification are not eligible for benefits.

SECTION 2.2 BASE PAY RANGE

A. Definition:

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

B. Starting Pay Ranges:

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

C. Regular Pay:

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

SECTION 2.3 SALARY ADVANCEMENT

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

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

SECTION 2.4 RATE ON PROMOTION

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

SECTION 2.5 [ ]

SECTION 2.6 LONGEVITY

A. Crafts and Trades employees covered by this agreement shall receive longevity pay in the following manner, except Public Safety Dispatcher:
   1. Beginning with the seventh (7th) year, two and one-half percent (2½%) over and above base pay.
   2. Beginning with the eleventh (11th) year, five percent (5%) over and above base pay.
   3. Beginning with the fifteenth (15th) year, seven and one-half per cent (7½%) over and above base pay.
   4. Beginning with the nineteenth (19th) year, ten percent (10%) over and above base pay. Longevity pay advancements shall start on the first day of the pay period closest to the anniversary date of the required years of continuous and total employment.

SECTION 2.7 METHODS OF COMPENSATION

Compensation shall be earned on an hourly basis and payments due shall be paid on a bi-weekly basis unless otherwise specified in this agreement. By mutual consent of the parties, more frequent payments and other modifications can be made.

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

SECTION 2.8 CONTINUITY OF SERVICE

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

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

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

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

SECTION 2.9 PERMANENT PART-TIME EMPLOYEES

Effective June 30, 1991, part-time permanent employees working 20 hours per week shall be entitled to all benefits as outlined in the Torrance Municipal Employees, AFSCME, Local 1117, Memorandum of Understanding. Benefits involving accrual of time and moneys shall be one half (½) the amount received by full-time employees (i.e., Section 4.9 Employee Insurance; Section 4.11 Uniforms).

ARTICLE 3 - SPECIAL COMPENSATION

SECTION 3.1 PREMIUMS

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

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

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

D. Designated Assignments:
   1. Park Construction Work:
      Any Maintenance Worker and/or Lead Maintenance Worker regularly assigned to duties on the Park Construction Crew under the assignment of the Lead Maintenance Worker and entailing craft level skilled trades shall be paid a premium of seventy-five cents (75¢) per hour.

   2. Pest Control Technician Helper Assignment:
      A Maintenance Worker assigned to the Park Spraying Crew as a helper shall be paid a premium of seventy-five cents (75¢) per hour while so assigned.

   3. Tire Technician Assignment:
      The Equipment Attendants primarily assigned to heavy duty tire work shall be paid a premium of seventy-five cents (75¢) per hour while so assigned.

   4. Sprinkler and Backflow Assignment:
      This position is necessary to handle the large increase in the highly technical repair of automatic sprinkler system controllers, valves, and rotary heads, plus the testing and repairing of backflow prevention devices. The person who receives the seventy-five cents (75¢) per hour premium pay must have a valid Certificate of Competence issued by the Los Angeles County Health Officer certifying to the ability to test backflow devices. The premium pay would only be paid to the person while so assigned to assist the Park Division Irrigation Systems Technician.

   5. Lead Jailer Assignment:
      The Police Services Officer assigned to the jail/front desk to provide lead control and review of work completed shall receive $1.25 per hour premium pay while so assigned.

   6. Police Services Officers assigned to the Jail/Front Desk shall receive seventy-five cents (75¢) per hour premium pay while so assigned.

   7. Police Services Officers who are required to provide training for new employees shall receive a premium pay of fifty cents (50¢) per hour while so assigned.

8. Senior Water Quality Inspector Assignment:
   The Water Service Technician III who possesses the Cross Connection Control Specialist Certificate and who is assigned the coordinative responsibilities for water quality control shall receive a seven and one half percent (7½%) premium while so assigned. The incumbent who receives this premium may use the working title Senior Water Quality Inspector.

9. Mechanics and Senior Mechanics:
   a. A premium of 50¢ per hour shall be given to all Mechanics and Senior Mechanics who are in possession of a license from the State of California certifying completion of Smog Inspection License.
   b. A premium of 20¢ per hour shall be given to all Mechanics and Sr. Mechanics who are in possession of a license from the State of California or ASE certificate certifying completion of a Lamp Adjustment License.
   c. A premium of 20¢ per hour shall be given to Mechanics and Sr. Mechanics who are in possession of a license from the State of California or ASE certificate certifying completion of a Brake Adjustment License.

10. Fire Apparatus Mechanic
    a. Four Sr. Mechanics, in Fleet Services, who have qualified in a departmentally approved course of study on aerial ladders and pumps unique to fire apparatus equipment, or Sr. Mechanics who are continuing their education in a departmentally approved course of study on equipment unique to fire apparatus shall receive a premium of 5%. The department head shall approve no more than four Sr. Mechanics at any one time to receive the 5% premium as outlined in this paragraph.
    b. Effective February 28, 1999, the Sr. Mechanic in the Transit Department may transfer to Fleet Services in the last and final bid. If he does not, he will maintain his 5% premium until August 28, 1999, at which time the premium will end.
    c. The Sr. Mechanic whose primary work assignment is the Fire Apparatus stall shall receive a premium of 15% while so assigned. When the Sr. Mechanic normally assigned to the Fire Apparatus stall is absent, or when the work load so dictates, other Sr. Mechanics who have been certified capable by the department head shall receive the premium while so assigned.
    d. Any participant in the Fire Apparatus premium program as noted in a) and above will be approved for assignment based on class seniority in the department and by department head's certification of ability to perform the duties.

11. A premium of 2.5% to the auto parts storekeeper in Transit for supervision of warehouse.

12. A premium of 5% for equipment attendants in Transit for duties relating to city inspections as well as other vehicle inspection duties. A premium of 5% for equipment attendants in Fleet Services for duties relating to city inspections as well as other vehicle inspections. (Premium for Equipment Attendants in Fleet Services is for duties specifically related to inspections while so assigned and is effective January 1, 2008).

13. Bus Operators, Relief Bus Operators and Transit Dispatchers. Employees in these classes are eligible to receive a 2% premium for the completion of a course and test in customer relations. The test will be administered no earlier than six months from the date of hire or promotion into the classification and no later than 12 months from the date of hire or promotion into the classification.

14. Wireless Technician
    Upon documentation that the APCO Radio Technician certificate or the FCC Radio Operators Certificate is achieved 5%.

15. Telecommunications Technician
    a. Upon documentation that the BICSI Registered Cable Installer certificate is achieved 2.5%.
    b. Upon documentation that the BICSI Registered Cable Technician certificate is achieved 5% (or only 2.5% if achieved after possession of BICSI Registered Cable Installer certificate).
    c. Upon documentation that NEC NEAX 2400 certificate is achieved 7.5%.
    d. A total of 10% is the maximum that may be attained through a combination of the certifications listed above.

16. Water Certification Premiums
    a. Water Service Tech I
       Upon documentation that Water Distribution License Grade 2 is achieved (2½%).
       Upon documentation that Water Distribution License Grade 3 is achieved (2½%).
    b. Water Service Technician II
       Upon documentation that Water Distribution License Grade 3 is achieved (2½%).
       Upon documentation that Water Treatment Operator License Grade I is achieved (2½%).
    c. Water Service Tech III
       Upon documentation that Water Distribution License Grade 4 is achieved (3%).
       Upon documentation that Water Distribution License Grade 5 is achieved (3½%).

17. Custodians who work in the Civic Center Library on those designated Sundays during which the Library is open during the school year shall be eligible for a "Sunday differential premium" of 10% for work on that day. This is in addition to normal overtime pay per Section 6.1.

18. Public Safety Dispatchers shall receive a 5% premium for training while so assigned.

19. Public Safety Dispatchers
    a. Upon proof of certification shall receive a 5% premium for acquiring and maintaining an Emergency Medical Dispatch (EMD) Certificate. This premium shall be suspended 60 days from expiration of certification and will not be reinstated until the employee provides proof of current certificate.
    b. Upon proof of certification shall receive a 5% premium for acquiring and maintaining a Peace Officers Standards and Training Dispatch (POST) Certificate. This premium shall be suspended 60 days from expiration of certification and will not be reinstated until the employee provides proof of current certificate.
    c. Upon approval of the Police department of the eligibility of an employee to receive bilingual pay, the eligible employee shall receive $50 per month.

20. Commercial Driver's License Stipend
    a. Employees in the classification of Maintenance Worker who are required by their department head to maintain a California Commercial Driver's License Class A or Class B shall be paid a stipend of $125.00 each six (6) months of employment payable during June and December of each year. Employees who are on the payroll effective the first pay period in June and December will be eligible for such benefit. Maintenance Workers who are not required to maintain a California Commercial Driver's License Class A or Class B will qualify for the premium if they possess and maintain the appropriate license and receive approval from their Department Head.

21. Collection System Maintenance Certificate
    a. Wastewater Technicians who possess and maintain a Collection System Maintenance Grade 1 Certificate shall receive a 2.5% premium as designated.

b. Wastewater Technicians who possess and maintain a Collection System Maintenance Grade 2 Certificate shall receive a 5% premium as designated (to a maximum of 5% for the Collection System Maintenance Certificate).

22. Qualified Applicator Certification
    a. The Pest Control Technician who possesses a valid Qualified Applicator Certification shall receive a 2.5% premium. This will only be utilized so long as the State program requires a Qualified Applicator Certificate for spraying State and Federally restricted materials.
    b. The Lead Maintenance Worker assigned to the Sea Air Golf Course who possesses a valid Qualified Applicator Certification shall receive a 2.5% premium. This will only be utilized so long as the State program requires a Qualified Applicator Certificate for spraying State and Federally restricted materials.

23. International Municipal Signal Association (IMSA) Traffic Signal Level II Certification – Signal Electrician Field. Traffic Signal Technicians who possess and maintain a Traffic Signal Level II Certification – Signal Electrician Field issued by the International Municipal Signal Association shall receive a 2.5% premium as designated.

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

SECTION 3.2 [Intentionally left blank]

SECTION 3.3 MOVE UP ASSIGNMENT

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

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

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

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

E. Priority for Move up Assignment: (temporarily superseded by 6a through 6d below)
1. Priority for move up assignments shall first be given to employees in the same department and division regularly employed in a lower classification who are among the first three (3) employees on the eligible list for the temporarily vacant position.
2. The employee with the highest rank on the eligible list shall be selected first for move up assignments but thereafter-such assignments may be rotated among others in the department on the eligible list for the temporarily vacant position.
3. The next priority shall be given to employees in the same department regularly employed in the lower classification who are on the eligible list for the temporarily vacant position.
4. In the event that there are no eligibles within the department on the eligible list for the vacant position, the department head or his/her designee shall give next priority to employees on the last expired eligible list, provided that the last list is not older than two years. Lists older than two years shall not be considered. If no such list exists, the priority for move up is given to an employee on the basis of seniority in the next lower class whom the department head certifies is capable of performing the work of the absent employee.
5. In unique cases, and on a non-precedent basis, the above provisions for Priority of Move Up may be modified by mutual consent for a particular job situation.
6. During the trial move-up period, current section e) above will not be used and the following "Priority for move-up" will be used. The trial period will last until the expiration of the contract.
   a. Move-up will be done on a rotational basis, as follows:
      - Priority 1: If a current, non expired Civil Service list exists, priority will be given to employees in the same Department and Division regularly employed in a lower classification who are among the first five (5) on the eligible list for the temporarily vacant position. Move-up assignments shall be rotated among the five (5) on the list, with each assignment counting as one "turn" irrespective of the length of the move-up.
      - Priority 2: If no current, non expired Civil Service lists exists, move-up will be done on a rotational basis, using at least the top 30% in seniority of the next lower classification in the career ladder (and no less than three employees) within the same division or work group.
   b. For all move-up opportunities of more than five (5) consecutive days, departments may use more than one person to fill the vacant position using this rotational system.
   c. Employees will indicate their preference in participating in the move-up by notifying their department head or designee on a Move-up Interest Form provided by the department. These forms will be created by a joint employee/management team and will be provided to all employees on a quarterly basis. Forms will be the same for all departments. The forms will clearly state that the employee will not be eligible for move-up if the form is not returned. The departments will allow at least one week for completed forms to be returned.
   d. Employees who have indicated that they do wish to be considered for move-up by completing the Departmental Move-up Interest Form, but who turn down move-up opportunities three times in a six-month period will not be offered move-up for a one year period or until the expiration of the contract, whichever comes first.

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

G. Acting Department Heads:
If a subordinate is not required by class specification to take charge of the department in the absence of the department head, the employee shall be paid during all such move up assignments five percent (5%) over and above base salary pay, provided, however, that if the

temporary absence of the department head continues in excess of thirty (30) consecutive days, the employee shall then be paid at the salary rate of the lowest step for such assigned position which is higher than the current base salary of that employee, to which shall be added earned longevity pay increments.

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

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

SECTION 3.4 SUPERVISORY PAY POLICY

All supervisors covered by this agreement shall be paid at a higher rate than any of their subordinates. A supervisor's salary rate shall be adjusted to that rate which will provide a pay of five (5%) per cent higher than any subordinate's base pay (exclusive of special compensation or longevity pay) regardless of the supervisor's length of employment. This section shall not apply to move up assignments.

SECTION 3.5 NIGHT SHIFT

Night Shift Differential:

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

- Swing shift: Five percent (5%) over and above base pay (defined as ½ or more of the shift is worked after 4:00 p.m.)
- Graveyard shift: seven and one-half percent (7½%) (defined as ½ or more of the shift is worked after midnight)

ARTICLE 4 - BENEFITS

SECTION 4.1 HOLIDAYS

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

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day

- The Friday directly following Thanksgiving Day
- Last working day prior to Christmas Day
- Christmas Day
- Last working day prior to New Year's Day

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

C. Holiday Work Pay:
Employees shall receive pay as follows:
1. Emergency Work:
Emergency work on any of the holidays expressly named in subsection a), shall be compensated as prescribed under Section 4.2 Call Out.
2. Scheduled Work:
   - Any employee scheduled to work on a holiday shall be compensated at the rate of one and one-half (1½) times the regular hourly rate. (This is in addition to the regular holiday pay.)
   - All employees whose regular work week includes a Saturday and/or Sunday, a Saturday or Sunday holiday shall be compensated at one and ½ times the regular hourly rate per Section 4.1.e.2.

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

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

a. If the holiday falls on any scheduled day off, the employee shall receive eight (8), nine (9) or ten (10) hours vacation leave.

8. If an employee is required to work a holiday specified in the employee's Memorandum of Understanding, the MOU language governing holiday worked will be used for computation of pay.

9. If an employee is scheduled to work on an actual calendar holiday which is not a City observed holiday date, he/she will be paid at time and one half for work on the actual holiday. In addition, he/she will receive eight (8), nine (9) or ten (10) hours holiday pay on the City observed holiday date or eight (8), nine (9) or ten (10) hours paid time, depending on departmental schedules.

SECTION 4.2 VACATION

A. Employees in classifications covered by this agreement shall earn vacation as follows:

1. At the rate of 9.33 hours per month of employment by each regular employee.
2. Commencing with the 3rd year of employment and until the completion of three (3) years of employment, at the rate of 10.00 hours per month of employment.
3. Commencing with the 4th year of employment and until the completion of four (4) years of employment, at the rate of 10.67 hours per month of employment.
4. Commencing with the 5th year of employment and until the completion of nine (9) years of employment, at the rate of 12.67 hours per month of employment.
5. Commencing with the 10th year of employment and until the completion of twenty (20) years of employment, at the rate of 16.02 hours per month of employment.
6. Commencing with the 21st year of employment, at the rate of 17.33 hours per month.
7. Commencing with the 25th year of employment, at the rate of 18.00 hours per month of employment.

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

C. Scheduling:
The time of taking vacation shall be determined by the employee with the approval of the department head, subject to review by the City Manager. An employee may take vacation only in increments of full days or shifts unless department head approval is given for smaller increments.

Employees who have duly scheduled their vacation in accordance with this section may, upon written request, have their pay check mailed to their bank for deposit.

For the purpose of scheduling vacation priority, any employee who has a position that is restructured or who promotes or moves from one division or department to another will transfer all seniority hours earned from the prior position or department to the new position, and new division.

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

E. Maximum Accrual:
An employee may accrue vacation up to the amount earned over the preceding thirty-six (36) months

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

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

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

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

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

SECTION 4.3 SICK LEAVE

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

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

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

2. Family illness or injury:
   Illness, injury or medical appointment of a member of the employee's immediate family which requires that employee's presence. Immediate family for the purpose of this section is defined as spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchildren, grandparents or grandchildren, great grandparents or great grandchildren.

C. Accrual rate:
   Permanent and probationary employees shall be granted sick leave in the following manner:
   - Six hours per month to a maximum of 600 hours accrued sick leave;
   - Eight hours per month for employees hired before July 1, 1975, except for employees who have selected NOT to be covered by the City's Long-Term Disability Plan.

D. Cash or deferred compensation options:
   1. The employee may select, in June or December of each year, to convert any sick leave granted but unused over three hundred (300) hours into cash at the rate of one hour of pay for each hour of unused sick leave. Such payments will be made before June 15 or December 15.
   2. Any hours of sick leave which would have been granted over 600 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.
   3. Employees who cash out sick leave in June and/or December under this section may convert one shift of sick leave that would have been cashed out and add it to vacation balance.

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

F. Notification of sickness:
   1. To receive compensation while absent on sick leave, employees shall notify the section/division/department in the manner provided in departmental rules and regulations stating the nature or reason for the absence.
   2. An employee who has been counseled about sick leave usage within the preceding 12 months may be advised, as part of said counseling, that he/she will be required to furnish reasonable evidence, including a written statement from a medical professional, to substantiate any request for sick leave of two days or more.
   3. A department may require a written statement from a medical professional without prior counseling where the absence is greater than five consecutive work days or in cases where there is evidence of a specific violation of departmental work rules.

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

H. Overtime rate after sick leave:

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

I. Conversion of sick leave insurance:

1. At the time of termination after the appropriate years of service an employee covered by this agreement shall have his accumulated sick leave converted by the City into cash or deferred income on the following basis:
   a. For all employees at retirement, each hour of accumulated sick leave shall equal one hour pay.
   b. Crafts & Trades employees, after five (5) years of employment, a terminating employee shall be able to convert accumulated sick leave to cash on the following basis:
      - Employees who have used less than eighty-nine percent (89%) of the possible accumulation of sick leave hours shall be cashed out at eighty percent (80%) of their current hourly rate.
      - Employees who have maintained an accumulation of sick leave equal to fifty-six percent (56%) but less than eighty-nine percent (89%) shall be cashed out at sixty-five percent (65%) of their current hourly rate.
      - Employees who have maintained an accumulation of sick leave of less than fifty-six percent (56%) of the possible accumulation shall be cashed out at fifty percent (50%) of their current hourly rate.

2. Accumulated sick leave shall be converted into paid up life insurance 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 agreement regardless of years of service to be paid to the employee's beneficiary.
3. The annuity and the provisions of the annuity shall be specified by TME, subject to consultation with Management.

J. Depleted sick leave:

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

K. Personal Leave

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

The amount used is deducted from sick leave and may not be carried over from year to year. The time shall be taken in increments of no less than one-half (½) shift.

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

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

SECTION 4.4 INDUSTRIAL INJURY LEAVE

A. For injuries sustained prior to August 3, 1997, the following applies:
In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:
1. Up to three (3) months during the first three (3) years of employment.
2. Up to six (6) months during the fourth (4th) year of employment.
3. Up to twelve (12) months after four (4) years of employment for industrial injury.
4. Such leave shall be at ninety percent (90%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this section.

B. For injuries sustained on or after August 3, 1997, the following applies:
In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:
1. Up to three (3) months during the first three (3) years of employment.
2. Up to six (6) months during the fourth (4th) year of employment.
3. Up to eight (8) months after four (4) years of employment for industrial injury.
4. Such leave shall be at eighty-five percent (85%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this section.

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

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

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

F. Management and the employee organization jointly indicate their concern for the proper use of industrial injury leave. Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.
1. The Department Head shall notify TME-AFSCME within seventy-two (72) hours of any industrial injury which causes the death or hospitalization of any member of the bargaining unit.

SECTION 4.5 LEAVES OF ABSENCE

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

B. Authorization:
1. A department head may authorize such a request for up to five (5) working days.
2. A request for more than five (5) working days shall be subject to the recommendation of the department head and the approval of the City Manager.
3. No leave or combination of leaves related to a single injury or illness shall be granted for more than a total of eight (8) months during a twelve (12)-month period. The twelve (12)-month period for calculating leave entitlement will be a rolling period measured backward from the date leave is taken and continues with each additional leave day taken.
4. An employee must have completed six (6) months of permanent employment before being eligible for consideration of a medical leave of absence of more than thirty (30) days.

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

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

E. Military Leave:
A leave of absence for military employment shall be granted to any employee as required by the laws of the United States or the State of California. An employee covered by this agreement who leaves or has left the City services to enter the active service of the Armed Forces of the United States, and who subsequently is reinstated to a position previously held by him, shall be entitled upon completion of the following conditions to receive the rate of compensation at the step, including longevity, to which he would have been entitled had his service with the City not been interrupted by such Federal Service.
1. Employee makes a written application to the City within forty (40) days following release from active military employment;
2. Employee furnishes the City, for its inspection, a certificate of honorable or general discharge with the Armed Forces; and
3. Employee establishes to the reasonable satisfaction of the City that the employee is qualified to perform the duties of such position.

F. Family Leave:
1. As required by State and Federal law, the City will provide family leave for eligible employees. To be eligible an employee:
   a. Must have been permanently employed by the City for at least twelve (12) months and have been employed for at least 1,250 hours during the twelve (12)-month period immediately preceding the commencement of the leave; or

b. Must have been permanently employed by the City on a half-time basis for at least twelve (12) months and have been employed for at least 1,040 hours during the twelve (12) month period immediately preceding the commencement of the leave.

2. Family leave is permitted for the following reasons:
   a. Birth of a child or to care for a newborn of an employee.
   b. Placement of a child with the employee for adoption or foster care.
   c. Need to care for a child, parent, spouse or registered domestic partner who has a serious health condition.
   d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
3. Employees who meet eligibility under Section 4.5(F)(1)(a), are entitled to a total of twelve (12) work weeks during any twelve (12)-month period. Employees who meet eligibility under Section 4.5(F)(1)(b), are entitled to a total of six (6) work weeks during any twelve (12)-month period. The twelve (12)-month period for calculating leave entitlement will be a rolling period measured backward from the date leave is taken and continues with each additional leave day taken.
4. During a family leave an employee may concurrently use other accrued paid leaves in connection with the leave.
5. The total amount of family leave for which an employee is eligible will be inclusive with existing maximum periods as established in Section 4.5.B)3 and 4.
6. Rights and obligations which are not specifically set forth in this section are set forth in the City's statement of Family Leave Policy and in the California Fair Employment and Housing Commission and the Department of Labor regulations implementing State and Federal Family Leave Acts.

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

H. Any employee terminating or retiring at the end of the eight (8)-month medical leave of absence shall be paid an amount equal to four (4) months of City health insurance contribution (including health contribution and City supplemental). Such amount shall not exceed the amount received by the employee immediately prior to separation of employment. The employee may choose to receive the full amount, subject to 1099; defer the funds to the City 457 plan, within the plan guidelines or receive a net check with the appropriate federal, state and social security deductions. This provision applies only to employees participating in a City-sponsored health insurance program at the time of termination or retirement.

SECTION 4.6 BEREAVEMENT LEAVE

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

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

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

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

SECTION 4.7 COMPASSIONATE LEAVE

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

A. The number of employees who are granted this leave at any one time shall be at the discretion of the department head, consistent with the need to maintain a minimum work force during that time.
B. Such leave shall not be accruable nor shall it have any monetary value if unused.
C. With department head approval, employees may attend the funeral of a coworker not in the same representation group or department.

SECTION 4.8 JURY DUTY

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

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

SECTION 4.9 INSURANCE

A. Health, Life and Miscellaneous Insurance
   1. The City shall pay $100.00 per month per employee for active and retired employee health insurance. The $100.00 employer contribution can only apply toward the health insurance plans. If the employee does not participate in the health insurance plans, the $100.00 cannot be used for any other purpose.

      Effective January, 1, 2009 the amount shall increase to the PERS Mandated Amount, if above $100.

   2. Active employees: In addition to the PERS Mandated Amount (addressed in the matrix below) active employees shall be provided with an amount, which may be used by the employee to pay for approved health insurance plan premiums, dental, or vision insurance.

Health Insurance				
	No Coverage	**1 Party**	**2 Party**	**3 Party**
PERS Mandated Amount	$0	By Statute or minimum of $100, whichever is greater	By Statute or minimum of $100, whichever is greater	By Statute or minimum of $100, whichever is greater
City Cafeteria Contribution	$0	Total – PERS Mandated Amount	Total – PERS Mandated Amount	Total – PERS Mandated Amount
Totals	$0	$392.68	$785.36	$1,020.96
Any amount remaining may be used to offset family dental or towards two-party or family vision.				

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

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

3. Medical insurance for part-time employees **hired prior to January 1, 2008**:

	1 Party	**2 Party**	**3 Party**
PERS Mandated Amount	$100.00	$100.00	$100.00
City Cafeteria Contribution	$245.79	$574.48	$771.66
Total	$345.79	$674.48	$871.66

Medical insurance for part-time employees **hired after January 1, 2008**:

	1 Party	**2 Party**	**3 Party**
PERS Mandated Amount	$100.00	$100.00	$100.00
City Cafeteria Contribution	$148.84	$345.18	$462.98
Total	$248.84	$445.18	$562.98

4. The City of Torrance joined the PERS health insurance to allow TME-AFSCME to participate in health programs. Both Management and TME-AFSCME agreed to join the program so long as it did not impact any of the other bargaining units within the City. In addition, cost to implement the plan would be absorbed by TME-AFSCME. If the PERS health insurance plans significantly alter from the current structure or if the administrative and contingency fee charged by PERS increases above four percent (4%) for the annuitant, the City reserves the right to withdraw from the PERS health insurance plans.

   At such time, Management and TME-AFSCME agree to meet and consult on the restructuring of the employee insurance allowance and insurance program.

5. The City shall continue such health, dental, and life insurance premiums up to the amount as specified in this Section during the legitimate leave of absence for a period not to exceed eight (8) months of any employee covered by this agreement.

6. The parties agree that if legislation is passed which significantly impacts the City's ability to provide health insurance through PERS Medical, the parties will return to the table to meet and confer.

B. Long-Term Disability Benefits:

1. In accordance with the provisions of the Commercial short term/long term disability plan, employees with pre-existing conditions who do not qualify for coverage under the Commercial policy shall receive the following benefit:

   a. Commencing with the thirty-first (31st) calendar day after the first (1st) day of lost time, the employee shall receive two-thirds (⅔) base biweekly pay for a period of time not to exceed one (1) month for each two (2) months of service to a maximum of two (2) years.

      Employees who were participating in the City's long-term disability program reduced their sick leave accrual to six (6) hours per month in exchange for coverage under the City's long-term disability plan.

   b. An employee requesting receipt of such benefits must meet the criteria specified in Attachment A and must request a medical leave of absence in connection with a request to receive long-term disability. The request for a medical leave of absence and for long-term disability benefits must be made in advance except where it can be shown that a bona fide emergency existed. The employee shall receive no benefits except as specified under Subsection b) above. (Leaves of absence are covered under Section 4.5.)

   c. Payments, pro-rated for actual time on LTD, will commence on the thirty-first (31st) day of lost time by warrant issued every twenty-eight (28) days or portion thereof.

   d. The maximum of two (2) years shall be for a single or multiple instance subject to the employee restoring such benefit one (1) month for each two (2) months of service. The "maximum benefit period" means twenty-four (24) calendar months.

   e. Such insurance is subject to administrative rules in Attachment A.

2. Employees who were active employees on or after August 1, 1997 and who qualify for the Commercial Insurance long term/short term disability program shall be covered as follows:

   a. An employee must request a medical leave of absence in connection with a request for such benefits.
   b. After an elimination period, employees will receive two-thirds (⅔) base pay for a period of time as determined under the guidelines of the commercial insurance policy.
   c. Eligibility for this Commercial plan and all provisions of the plan are in accordance with the commercial insurance policy.

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

D. If the cost of life insurance is not 23¢ per $1,000 per month per employee, the parties will meet to discuss options.

The City and TME-AFSCME will jointly participate in the selection process of its insurance carriers for life insurance, short- term disability insurance and long-term disability insurance.

E. Dental Insurance

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

F. Vision Insurance

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

SECTION 4.10 RETIREMENT

Employees covered by this agreement shall be covered by the City contract with the Public Employees' Retirement System 2% at 55 plan (per Government Code Section 21354) including military buy-back and highest single year retirement option (per Government Code Section 20042) and supplemented by Social Security.

A. The City shall pay the employee's 7% contribution to PERS for employees of the Torrance Municipal Employees - AFSCME, Local 1117.

B. The seven percent (7%) paid by the City is considered as employer-paid member contributions (EPMC) in accordance with Government Code Section 20636(c)(4).

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

D. Effective February 1, 2011, all new hires shall be responsible for the employee's contribution to PERS, currently 7% of pay.

1. Section 4.10(B) would no longer be applicable for employees hired after February 1, 2011.

SECTION 4.11 UNIFORMS

A. Uniforms:
Employees covered by this agreement who are required by their department heads to wear a uniform shall have all of the rental of that uniform paid for by the City. Eleven (11) uniforms will be provided to the affected employees.

1. In addition, there will be a quarterly meeting with the vendor to discuss problems with the uniform service. The meetings can be canceled at the request of either TME-AFSCME or Management, time and place to be mutually decided.
2. All required uniforms will be replaced on an as needed basis when the garment fails to meet the City's appearance standard, as determined by the employee's supervisor. Employees may request to have their uniforms replaced at any time because of wear, subject to their supervisor's concurrence.
3. Uniforms are to be worn at all times while on duty. Uniforms are not to be worn while engaged in outside employment, i.e., any work done, or any service performed for compensation other than for the City, whether as employee, independent contractor, or otherwise.
4. An employee who fails to comply with established departmental uniform requirements shall be subject to disciplinary action.

5. Cotton uniforms shall continue to be provided to the employees in the following departments/divisions: Fleet Services, Water (including overalls), Airport, Electrical. Any employee that provides medical documentation showing an allergy or other medical condition precluding the wearing of polyester shall be provided with cotton uniforms. In addition, if there is a valid safety reason, agreed upon by both parties, cotton uniforms will be provided.
6. Any employee not covered under 5) above may request cotton uniforms. If the number in any fiscal year exceeds 30, the additional cost of providing cotton uniforms for the 31st and above will be paid for out of the succeeding years contract. Purchasing will notify the parties by June 1 as to the number of employees with cotton uniforms each year.
7. Relief Bus Operators receive three shirts and two pants upon successful completion of training (within two months of hire date). In addition, upon reaching Step 2, RBO's will receive one additional shirt and one additional pair of pants. Upon reaching Step 3, RBO's will receive one additional shirt and one additional pair of pants.

B. Uniform Allowance - Crafts & Trades

The City shall pay a uniform allowance payable during June and December of each year of:

1. $80.00 each six (6) months of employment to employees in the classification of Telecommunications Technicians, Wireless Technicians and Water Tech III incumbents who act in the capacity of Water Quality Inspectors.
2. $225.00 each six (6) months of employment for employees in the classification of Bus Operator and Transit Dispatchers.
3. $225.00 each six (6) months of employment for employees in the classification of Police Services Officer.
4. Such shall be prorated for actual time of employment.

SECTION 4.12 TOOL ALLOWANCE

A. Employees in the classification of Body and Paint Mechanic, Mechanic, Senior Mechanic, Welder and Senior Welder shall receive a tool allowance of $250 every six (6) months of employment payable in June and December of each year. Where a Mechanic or Senior Mechanic is required by assignment to use metric tools, he shall receive a one-time reimbursement of $100 upon proof of purchase of such metric tools.

B. Tool box self insurance program for mechanic positions in Fleet Services is fully described in Attachment E.

SECTION 4.13 MEDICAL EXAMINATION/RECHECKS/INOCULATIONS

A. Sprayer Physicals:
Any employee whose regular work assignment substantially involves working with dangerous spray shall receive a City administered medical recheck each calendar year which shall be paid for by the City. The City will give appropriate medical rechecks for employees involved in paint spraying work assignments based on the chemicals or content of paints used.

B. City Driver Physicals:
The City shall provide required medical examinations at a City-designated medical facility where required operators license makes such necessary. Drivers with a Commercial Driver License are required to submit to the required medical examination at a City-designated medical facility.

If a physician at the City-designated medical facility requires the employee to go to his/her own physician for any reason, and the employee is unable to perform his/her duties until cleared by the City physician, the employee will need to use leave (sick, vacation or compensatory time off)

time. The employee shall have the right to use sick leave, vacation or compensatory time at their choice. If sick leave is chosen, that sick leave usage will not be counted as part of the employee's annual evaluation of attendance or for any disciplinary purpose.

C. Inoculations:

The City will provide employees in the following classifications the inoculations set forth below:

	Tetanus	Hep B	TB Skin Test (Annual)
Police Services Officers	X	X	X
Sanitation Equipment Operator	X	X	
Wastewater Technicians	X	X	
Senior Mechanic	X		
Senior Welder/Welder	X		
Custodian Sr. Custodian Maintenance Worker Lead Maintenance Worker	X	X	X*
Lead Maintenance Worker Maintenance Workers	X	X	

*TB Test only provided to Custodians and Senior Custodians assigned to work the jail facility.

Other inoculations and/or tests recommended by TME-AFSCME will be studied and submitted to the City. Within 30 working days of the receipt, management and TME-AFSCME will meet to discuss the suggested inoculations.

SECTION 4.14 SAFETY

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

B. Prescription Safety Eye Protection

It is the policy of the City to require the use of safety eye protection in all classifications of employment in which there is a threat of eye injury. The department/division head shall reasonably determine which employees are required to wear safety eye protection.

The department/division head shall determine the types of approved prescription safety eye protection.

For those employees requiring prescription safety eye protection, the City will pay $200 every other year (beginning of the fiscal year) for the cost of frames, prescription lenses, UV protective tinting and fitting *or* other eye protection as referenced in paragraph above; any additional costs may be paid for by the City at the Department Head's discretion. The cost of eye examinations by a licensed Ophthalmologist or Optometrist will be paid by the employee.

Broken or badly damaged prescription safety eye protection will be replaced once per year with department/division head approval. Additional prescription safety eye protection will be replaced at the expense of the employee.

Procedures for processing of payment for obtaining prescription safety eye protection will be established by individual Departments.

C. Non-prescription safety eye protection:

The City will provide non-prescription safety protective eyewear to qualifying employees not requiring or requesting prescription lenses.

Broken or badly damaged non-prescription safety eye protection will be replaced as needed with department/division head approval. Damaged non-prescription safety eye protection will be required to be turned in to the supervisor on duty.

D. Material Safety Data Sheets:
The City shall post a notice in all appropriate Departments that describes the location of Material Safety Data Sheets. As prescribed by law, all such sheets shall be made available to any employee or TME-AFSCME representative so requesting.

As a member of the Safety Team, TME-AFSCME shall be notified of the results of any and all workplace surveys of safety and health hazards.

E. It is the intent of Management and TME-AFSCME that the City provide a safe and healthful workplace for its employees. It is further the goal of both parties that, at a minimum, all employees be covered by the laws and tenets of CAL OSHA. If that regulatory Agency is no longer in existence or is so affected by budget cuts as to render its powers ineffective, then the rules and regulations shall be incorporated by reference into the safety provisions of this agreement. Employees shall have the right to grieve violations of such regulations or to file complaints. Such employees shall be protected from harassment from said filings as provided under Section 1.3 of this agreement.

F. TME-AFSCME shall designate one representative who shall be a member of the City's Safety Team. Said member shall be responsible for communicating with the TME Board and the membership the content of the Safety Meetings.

G. For those employees whose work exposes them to the damaging UVA and UVB rays of the sun, the City shall provide sun block protection. (City will make sunscreen available for employees who work outside)

SECTION 4.15 DEFERRED COMPENSATION

A. Employees covered by this agreement shall be eligible to participate in a City administered deferred program consisting of a deferred compensation plan and a Retirement Health Savings Plan (RHSP). The references to an option to fund the RHSP and the existing language in this Section 4.15 are deleted as of December 31, 2007.

B. Upon retirement or termination, the employee shall have the option to defer the sick leave and vacation payoff into the City's Deferred Compensation Plan and/or the RHSP 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 (Section 4.2.I)
   2. Cash out of sick leave (Section 4.3.D)
      This deferral is up to the limits set by Federal Law and is exclusive of the $100.00 per month contributed by the City toward employee or eligible annuitant's medical insurance.

D. Effective September 27, 1998, or at the completion of one (1) year of service, employees become eligible for and shall receive a non-matching deferred City contribution of $300 ($11.54 per pay period) per calendar year. Effective January 1999, the $11.54 per pay period will be deferred on the employees behalf.

E. Retirement Health Savings Plan (RHSP):

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

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

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

SECTION 4.16 LICENSES

A. The City shall pay the cost of enrollment in approved courses for smog, brake, and lamp adjustment for Mechanics and Sr. Mechanics. The Department Head shall determine the participant(s) in such classes any given time. Employees may take these classes during working hours providing the class does not exceed 120 hours in length. Employee(s) may only earn straight time while at these classes, so work schedules may have to be altered for the duration of the class.

B. Employees who are required by their department head to possess a commercial driver's license must submit proof of their acquisition of such licenses to the Department head. Department will then reimburse the employee for the cost of the license. If an employee loses his/her license, and it is subsequently reinstated, the employee will bear the cost of the reinstatement.

SECTION 4.17 MEMBER RELATIONS

Every year on the first pay period of November, employees will be given a grocery certificate for $46.00 for groceries from the City & AFSCME Local 1117. The City will purchase the certificates and distribute the certificates and will include a joint letter of appreciation. Should the city purchase the gift certificates at a discount, the city will distribute the discounted amount proportionately to each member. Every year on the first pay period of October, the City will pay AFSCME Local 1117 an amount equal to $1.00 per employee covered by TME AFSCME.

SECTION 4.18 RELEASE TIME

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

Use of release time is necessary for the Union to effectively operate. However, it is essential for efficient operations of City service that supervisors and managers are timely notified of the use of release time to ensure minimal impact to service delivery. For these reasons, the parties agree that release time will be provided in accordance with this article. The parties agree that Employees will utilize the *Notification* of *Release Time* form to provide notice of their intention to use release time. Release time will not be unreasonably denied.

A. Meetings with Management:
The parties agree that there may be times that the Union may need to meet with a representative of management. This may include, but not be limited to, Roundtable Meetings, Safety Team Meetings, meetings with Department Heads or Managers, or for other purposes where management and the Union agree to meet. For those meetings, Union representatives will receive paid release time for the entire period of the meeting as well as one half hour prior to and one half hour after the meeting (inclusive of travel time).

B. Negotiations:
Employees will be provided with paid release time for the entire period of the negotiation session, as well as one (1) hour before and one hour after (inclusive of travel time).

C. Hearings:
Paid release time is available for time spent in hearings (PERB, discipline, grievances), preparing for hearings, and traveling to and from such hearings.

D. Meetings to Represent Employees:
There are numerous situations where employees in the Union may seek representation, including, but not limited to, an Administrative Conference (i.e., a meeting with a City representative, after which an employee receives a notice of intent to discipline), or a meeting in which the employee has a reasonable belief that the meeting may lead to the imposition of discipline, or other meetings where representation is appropriate. Paid release time will be provided for employees' attendance at such meetings.

E. Executive Board Meetings/Union Elections:
For Executive Board members whose work schedule is such that they are scheduled to be working during general membership and/or executive board meetings, they are entitled to a total of two (2) hours per month of paid release time as well as one half hour prior to and one-half (½) hour after the meeting (inclusive of travel time). Employees who are required to staff polling sites for union elections shall be released with pay for said election. However, no more than two union representatives may be released at any one time for the purpose of staffing a polling site during elections for executive board members, contract ratification, or special elections.

F. Other:
An executive board member who is required to participate in the City's New Employee Orientation shall receive a maximum of up to one (1) hour per month of release time, inclusive of travel time. In addition, an executive board member whose work schedule coincides with the Civil Service Commission or city council meeting shall be entitled to release time to participate in such meeting for the sole and limited purpose of addressing an Item on the agenda related to the Union.

It is required that employees who are using paid release time for the purposes defined in paragraphs A - F above will complete and submit the Release Time form (Attachment F). If such meetings are set more than 72 hours in advance, employees shall complete the release time form and submit it at least 48 hours prior to the time of the meeting (excluding days off/weekends/holidays). For those meetings that are set with less than 72 hours notice to the impacted employees, the release Time form will be filled out and submitted as soon as it is practical. Executive board members are encouraged to submit one release time form for all Board/Membership meetings scheduled during the year. Releases shall only be for those employees requiring paid release time from actual scheduled hours of work.

G. Employees who desire to meet with their union representative during work hours regarding Union-related business (such as questions about rules, policies, MOU provisions, etc.) may be released from duty with the approval of their supervisor for such purposes. The parties intend that such meetings shall be 15 minutes or less in duration.

H. President's Release Time (Effective August 19, 2007):
While it is anticipated that the president of the union will utilize release time in accordance with this article for the reasons provided herein, the union president will also receive paid release time of two days per week to conduct other union activities necessary for the essential operation of the Union as directed by the executive board of the union. The union president's release time will be on Tuesdays and Wednesdays. However, if a holiday falls on a Tuesday or Wednesday, the president shall receive release time on his/her next work day.

1) On the president's release days, the union president must be available by phone during the normal work hours. However, if the president must be out of the city on the designated release day, the president will provide notification to the City Manager or designee prior to the event, with a contact phone number where he/she can be reached during business hours in case of a work-related inquiry, and an estimated time he/she will be out of the city. The union president will notify the City Manager or his designee upon return to the City of Torrance.
2) The president will use the appropriate charge codes on his/her timesheet for the union release days and will certify accurate all time entered on his/her timesheet for payroll purposes. The charge codes will be provided by the City Manager or designee.
3) In the event the president wishes to use his/her release day for a union-related activity on a day other than the days so designated, the president shall notify the City Manager or designee by the Thursday prior to the event for approval or as soon as practicable. Such approval will be based on the president's department's operating needs, and will not be unreasonably withheld.
4) Use of paid leave absences, such as for vacation and sick leave, by the union president on a release day shall not result in an additional union release day during the week.
5) If the union president on release time works any hours for city business above the number of hours in their regularly scheduled workday, he/she shall receive overtime.
6) On Tuesdays and Wednesdays, the union president shall report to his/her department in person at the beginning and end of the work shift. The president will utilize a log kept at the department to report his/her check-in/check-out time. The log will be forwarded to the City Manager's Office at the end of the pay period. If the president will be out of the City on either release day in accordance with paragraph H1 above, notification to the City Manager will be provided.
7) In the event the president takes a leave of absence from the presidency of the union in excess of fourteen (14) calendar days, these terms and conditions shall apply to the AFSCME Local 1117 Board-approved acting union [resident. In addition, the union must provide the City Manager with at least seven (7) days notice of this leave of absence to minimize impact to operations.

8) When the union president's presidency ends, he/she shall return to the full scope of his/her previous job duties.

I. Additional release time may be purchased by the union, with the approval of the City Manager, for Union activities not contemplated in this article.

ARTICLE 5 - HOURS OF WORK

SECTION 5.1 NORMAL HOURS OF WORK

A. Effective February 6, 1994, all employees covered by this agreement are on a 9/80 work week schedule, with the exception of:
   - Transit Bus Operators, RBOs, ARBOs[1]
   - Traffic Signal Technicians (effective July 1, 2010)[1]
   - Sanitation division employees[1]

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

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

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

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

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

SECTION 5.2 LUNCH

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

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

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

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

SECTION 5.3 REST BREAKS

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

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

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

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

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

D. Rest periods shall be taken at or near the work site.

SECTION 5.4 [Intentionally left blank]

ARTICLE 6 - OVERTIME

SECTION 6.1 OVERTIME

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

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

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

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

D. The provisions of this section may be revised by a supplemental Memorandum of Understanding between the representatives of management and the representatives of TME-AFSCME.

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

If such time is not used prior to cash out then it will be cashed out in the second pay period in June.

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

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

SECTION 6.2 CALL OUT

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

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

The double time provisions of this section shall not apply to Bus Operators or Services Officers and Public Safety Dispatchers in the police department. Such shall also not apply to scheduled holiday work as prescribed under Section 4.1.d.2, Holiday Work Pay - Scheduled Work.

ARTICLE 7 - CONDITIONS OF EMPLOYMENT

SECTION 7.1 PROBATIONARY PERIOD

A. For all classifications covered by this agreement, except for Relief Bus Operators, there shall be a probationary period which shall be one (1) year of service for original, non-promotional appointments and a probationary period of six (6) months of service for all promotional appointments.

B. An employee's probationary period shall be extended if the employee is absent from the performance of his/her assigned duties in excess of the number of cumulative working days he/she would work over a four week period of time. Thus, an employee working a 5/40 will have his/her probation extended by twenty (20) working days or more if he/she is absent more than twenty (20) working days during his/her probationary period. An employee working a 4/10 will have his/her probation extended by sixteen (16) working days or more if he/she is absent more than sixteen (16) working days during his/her probationary period. An employee working a 9/80 will have his/her probation extended by eighteen (18) working days or more if he/she is absent more than eighteen (18) working days during his/her probationary period. The probationary period will be extended by the amount of time equal to the number of days absent from work. For purposes of this provision, all leaves of absences whether continuous or not which result in the employee exceeding the number of work days he/she is regularly scheduled over a four week period of time will result in a probation extension. A work day will count towards the cumulative total provided for herein if the employee works less than one-half (½) of their regularly scheduled hours in a day.

SECTION 7.2 DISCIPLINARY PROVISIONS

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

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

SECTION 7.3 TRANSFER

Laterals

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

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

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

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

SECTION 7.4 LAYOFF PROVISIONS

A. Management agrees that in expending any savings which accrue to the City as a result of the repeal of the retirement allowance adjustment programs, the City shall give the highest priority to retaining and rehiring as many as possible of its employees subject to layoff or reduction.

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

B. Prerequisite for Layoff:

   When as a result of a cutback in personnel it becomes necessary to initiate a layoff of employees in any representation unit covered by this agreement, the following shall be the prerequisite to such a layoff:
   1. All temporary, seasonal and/or recurrent and probationary employees have been released from the class.

2. Employees in the class have been given an opportunity to seek lateral transfer to existing vacant positions (See Section 7.4).
3. Management will meet and consult with the representatives of TME-AFSCME over alternative courses of action to avoid such layoff.
4. Notice of actual layoff shall be given no less than fifteen (15) days before the date of implementation. Such shall include:
   a. Classification where layoff is to occur;
   b. Seniority list by total continuous City seniority of employees in the effected class;
   c. List of current permanent vacancies in all classes represented by TME-AFSCME;
   d. Separate notice to any employee in the class who has two (2) or more below standard ratings within the preceding three (3) years.

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

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

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

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

SECTION 7.5 INACTIVE STATUS

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

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

B. Inactive status shall continue for no more than one (1) year.
C. Inactive status shall qualify a past employee to be certified as a name in addition to the five (5) open or three (3) promotional eligibles for a vacant position in the classification from which he was terminated.
D. All employee benefits shall not accrue during such inactive status and the employee shall have a break in continuous employment.

SECTION 7.6 CLASSIFICATION STUDIES

A. The City retains the right to conduct and prepare classification studies. The City retains the absolute right to reallocate budgeted funds from vacant positions.

B. Whenever the City wants to revise a class specification, the following will occur:

1. The City will send a copy of the proposed revised class specification to TME both electronically (via e-mail to the union president) and by mailing a hard copy to the address specified for Union notices in Section 11.1.

2. TME will, within 14 days of the date that the revised class specification was sent, inform the City in writing (to the address identified in this agreement for the City to receive notices) whether it:
   a) agrees to the revised class specification; or
   b) wants to meet and confer over the proposed changes to it.

   If the parties reach an agreement on the revised class specification, it will then be submitted to the Civil Service Commission for review and then submitted to the Torrance City Council for final approval.

3. If TME informs the City that it wishes to meet and confer, it will, within the same letter (requesting to meet and confer) inform the City of the dates within the next 30 days (from the date of the letter) that it is available to meet and confer.

4. Upon receipt of the request to meet and confer letter from TME, the City will inform TME of the dates that are available over the next 30 days to meet and confer.

5. The parties agree that they will try to reach an agreement as expeditiously as possible and hope that multiple meetings are unnecessary. However, given that an agreement may not occur, the parties agree to meet at least twice a week for at least four hours per meeting during the 30 day period after the City receives notification from TME of its request to meet and confer. The 30 day period (to negotiate over the class specification) may be extended if mutually agreed by both parties. In fact, since negotiations will also include compensation for the proposed classification, the parties agree to extend the negotiations by an additional 60 days (only if necessary, for a total of 90 days) for the purpose of negotiating regarding proposed compensation of the class specification. The parties agree that the first 30 days is to negotiate over the class specification itself and the additional 60 days is to give the parties the time to gather information on compensation and engage in meaningful negotiations regarding compensation of the class specification. For the additional 60 day period, the parties agree to meet as necessary to complete the process within that time frame.

6. If the parties reach an agreement on the revised class specification, it will then be submitted to the Civil Service Commission for review and then submitted to the Torrance City Council for final approval.

7. If at the end of 30 days for negotiations on the class specification and the additional 60 days for negotiations on proposed compensation (or when either side believes negotiations are completed when mutually extended) the parties do not reach agreement on the revised class specification, the parties agree to resolve their impasse in accordance with this article, not the City's impasse procedure. Both parties specifically agree that this procedure is the sole and exclusive method for revising class specifications (including proposed compensation for the proposed classification) and that neither the City nor the Union can go trough the impasse resolution process to resolve differences over class specifications. The parties agree to utilize a Fact Finder in accordance with the following timeline:

   - Selecting a fact finder within ten (10) days:
     If the parties cannot agree on a fact finder within the same ten (10) day period, the parties will request a list from the State Mediation and Conciliation service of individuals qualified to serve as fact finders and shall engage in a striking process until a fact finder is chosen. (If using the State Mediation and Conciliation service, the parties will request "expedited availability-arbitrators" who have indicated they typically have at least five open dates within the 60-day period after appointment.)

   - Participating in the fact finding process within (sixty) 60 days
     If the chosen fact finder cannot agree to be available to conduct the fact finding within sixty (60) days of contact by both parties, the parties agree to immediately contact the last person stricken from the prior list. If that person is similarly not available to complete the fact finding within sixty (60) days, the parties agree to contact the next person stricken until such time as one of the individuals on the list indicates that he or she can conduct and complete the fact finding within sixty (60) days.

   - Preparing and submitting the final report by fact finder within (thirty) 30 days:
     The parties agree to inform the proposed fact finder, that according to their agreement, the fact finding report must be issued within thirty (30) days.

   The 100 day fact finding period may be extended if mutually agreed by both parties. While 100 days is the agreed upon time frame for completion of the fact finding procedure, both parties recognize the need for flexibility. Therefore, days allotted for each segment of the procedure may be carried over to the next segment or borrowed from the next segment. At the end of the entire process, if additional time is required for the final report, either party may extend the segment by an additional seven days without consent.

8. Following the fact finding process, the City will submit the proposed revised class specification, individual positions by City and the Union, and the report of the fact finder to the Civil Service Commission for review and decision. The subject of compensation is not within the jurisdiction of the Civil Service Commission. As such, the Commission will not make any decisions regarding compensation. The decision of the Civil Service Commission (including the report of the fact finder and relevant material) will be submitted to the Torrance City Council for final decision. The Council's decision will include a decision regarding the proposed class specification and compensation based on the information (the report of the fact finder and relevant material) presented to it.

9. A maximum of four (4) revisions may be made to class specifications during the term of this agreement. Additional revisions to class specifications may be if mutually agreed by both parties.

10. By agreeing to the above procedure, the parties hope to expeditiously agree on or reach resolution of differences regarding class specifications.

C. In the event of a modification of a class specification, the City and the employee group will meet and confer with regard to the status of the incumbents and their hours, wages and working conditions. A permanent incumbent employee in a current classification covered by the agreement will not have wages and/or benefits reduced as a result of the above actions.

D. Either party may request a study of a particular position or series of positions during the life of this agreement. In any event, TME-AFSCME shall be notified prior to the studies.

SECTION 7.7 [ ]

SECTION 7.8 PERSONNEL FILES

TME-AFSCME and management agree to incorporate Labor Code Section 1198.5 into this agreement by reference. This section relates to employee access to his/her personnel file.

SECTION 7.9 WORK RULES

The City shall have written work rules for each Department. Such rules shall be transmitted to TME-AFSCME Local 1117 upon any revisions. No rules relating to wages hours, benefits and working conditions shall be changed or otherwise modified without meeting and conferring.

SECTION 7.10 USE OF CITY VEHICLE

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

SECTION 7.11 SENIORITY

Seniority is used for several purposes in the City, including bidding for vacation, overtime, and shift assignments. In addition, seniority is also relevant for purposes of layoffs, as addressed in Section 7.4. For purposes of bidding for overtime and shift assignments, seniority is defined as time in the particular employee's classification. For purposes of bidding for vacation leave, seniority is defined as hire date with the City of Torrance. In the case of two or more employees who were hired on the same date, the employees will flip a coin in presence of the Union President.

Effective January 1, 2008, seniority will be defined as hire date with the City of Torrance for all purposes, including but not limited to, bidding for overtime and shift assignments, vacation and layoff. In the case of two or more employees who were hired on the same date, the employees will flip a coin in the presence of the Union President.

ARTICLE 8 - GRIEVANCES

SECTION 8.1 DEFINITION OF GRIEVANCE

A grievance is a complaint by one or more employees concerning the application or interpretation of ordinances, rules, policies, practices or procedures within the scope of this agreement affecting the employee's wages, hours and working conditions.

SECTION 8.2 SCOPE OF GRIEVANCE PROCEDURE

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

SECTION 8.3 THE GRIEVANCE PROCEDURE

A. First Step: Supervisory Level
   1. The employee(s) and/or the representative(s) shall notify the supervisor that he/she/they are bringing a grievance.
   2. The grievance may be presented orally or in writing. If the grievance is presented in writing, it must be on the grievance form. The employee(s) or representative(s) must complete each section of the form. If the form is not complete, it will be returned to the employee(s) or representative for completion. The timeline will be extended for five (5) working days to complete this task.
   3. The aggrieved employee(s) and/or a representative shall meet with the employee's immediate supervisor.
   4. The immediate supervisor may ask for a superior to participate.
   5. If a grievance is not resolved by the end of the fifth full working day, after being received by the immediate supervisor, the employee may within ten (10) working days appeal in writing to the department head on a form provided by the City.
   6. If a grievance is against a department head, the employee shall appeal in writing to the City Manager.
   7. Copies of grievances filed at this level of the grievance procedure will be sent to the president of TME Local 1117.

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

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

D. Fourth Step: Arbitration
   1. As soon as is practicable, and in no case later than ten (10) working days after receipt of an appeal, the City Manager or designee shall request a list of seven (7) names from the American Arbitration Association or the State Mediation and Conciliation Service. The parties shall alternate between the American Arbitration Association and State Mediation and Conciliation Service.
   2. Representatives of TME-AFSCME and Management will select an arbitrator within three working days from receipt of the list. If agreement cannot be reached from among these names, each of the parties shall strike names from the list in rotation until only one name remains. Priority in striking shall be decided by the flip of a coin.
   3. The decision of the Arbitrator shall be final and binding. Such decision shall not add to or otherwise modify the language of this agreement.

4. Cost of arbitration shall be equally shared by the parties.

SECTION 8.4 GENERAL GRIEVANCE PROVISIONS

A. All time periods specified in this Article may be extended by mutual consent of the aggrieved employee(s) or his representative(s) and the Management representative involved and must be done in writing.
B. The aggrieved employee(s) and representative(s) shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.)
C. A grievance shall be considered untimely if not presented by the employee within thirty (30) calendar days of the alleged grievance or within thirty (30) days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.
D. Written grievances shall be on a form provided by the City.
E. Management will notify TME-AFSCME of any grievance involving the terms and conditions of this Memorandum of Understanding.
F. The TME-AFSCME representative has the right to be present at any formal grievance conference concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
G. Employees are assured freedom from reprisal for using this grievance procedure.
H. An employee who has initiated a grievance or assisted another employee in initiating and/or processing a grievance shall not in any way be coerced, intimidated or discriminated against.
I. If the City fails to respond within any of the timelines set forth above, the grievant may proceed automatically to the next step.
J. All parties shall participate in good faith at each step of the of the process. Failure to do so may result in the grievance being denied.

SECTION 8.5 STEWARDS

A. Annually on November 1, TME-AFSCME will submit to the Human Resources department and City Manager a written list of employees who have been selected as stewards. Any additional list shall be transmitted to the Human Resources department and the City Manager upon additions and/or deletions of stewards. The number of stewards assigned to the City work sites shall be determined by TME-AFSCME. The list shall be kept current by TME.
B. When attendance at a formal grievance conference is requested or required, the stewards shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business.
C. Upon entering other work locations, the stewards shall inform the supervisor in charge of the nature of the steward's business.
D. The officially designated on-site steward or alternate may, with the permission of his/her supervisor, be released from duties one-half hour early for the purpose of reviewing personnel file(s) necessary for the processing of grievances/disciplinary matters. Such review must have the written authorization of the employee(s) involved and must be coordinated with the Personnel Department prior to the review.
E. TME-AFSCME LOCAL 1117-AFSCME agrees that a steward shall not receive additional compensation for the time spent performing any function of a steward.

ARTICLE 9 - GENERAL

SECTION 9.1 SECURITY PROVISIONS

A. The following agency shop provision shall apply to employees in all classifications listed in this agreement.

1. No later than thirty (30) days from the beginning date of employment each employee shall either become a member of Torrance Municipal Employees, AFSMCE Local 1117 (hereinafter referred to as TME) or pay to TME a service fee of ninety percent (90%) of the monthly dues and general assessments of TME.

   Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues to a non religious, non labor charitable fund exempt from taxation under Section 501 c (3) of the Internal Revenue code, chosen by the employee from the below list of funds.

   - Brotherhood Crusade
   - United Way
   - Mothers in Action

   An authorization card will be distributed by TME-AFSCME LOCAL 1117 during the new employee orientation meeting.

B. The City will provide to TME AFSCME Local 1117 a listing of all new employees, their classifications, departments and department \division telephone numbers within two weeks of their hire date.

C. The City shall deduct the dues, service fee or charitable contribution from the check issued during the second pay period of each month of each employee in the bargaining unit as specified by TME-AFSCME under the terms contained herein.

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

E. TME-AFSCME LOCAL 1117 agrees to indemnify, defend and hold the City free and harmless from any and all liability and claims for damage by any persons including, but not limited to, employees in classifications covered by this agreement, regarding this section. It is also agreed that neither any employee nor TME-AFSCME LOCAL 1117 shall have made any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deduction were or should have been made.

F. Any employee who has initially elected to pay a service fee or make a charitable donation instead of becoming a member of TME-AFSCME LOCAL 1117, and subsequently desires to become a member in good standing of said organization, may, without penalty, begin payment of full union dues beginning with the next payroll period and continue such membership during the effective life of this agreement.

G. Every employee represented by TME-AFSCME LOCAL 1117, upon hire by the City, shall be provided with a packet of information relevant to TME-AFSCME LOCAL 1117 membership and

organizational activities. Such packet, prepared by TME-AFSCME LOCAL 1117, shall include the name of the employee organization president, and shall be approved by the City for relevant content prior to distribution.

H. TME-AFSCME Local 1117 shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Manager or his designee of the City of Torrance, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of balance sheet and an operating statement, certified as to its accuracy by its president and the secretary-treasurer or corresponding principal officer, or by a certified public account.

SECTION 9.2. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATORY HARASSMENT

A. The City and TME-AFSCME Local 1117- support the concept of equal employment opportunity.
B. Neither the City nor TME-AFSCME Local 1117- shall discriminate on the basis of age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union affiliation, or political affiliation.
C. The City and TME-AFSCME Local 1117 agree that they will work to ensure a working environment free of discriminatory harassment.
D. If the employee has a complaint based on discrimination, he/she may make a complaint under Administrative Memo 18 or make a complaint to the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission or file a grievance alleging a violation of the contract.

SECTION 9.3 JOB ACTION

A. TME-AFSCME and its members agree that during the term of this agreement there shall be no strike, slowdown, concerted use of sick leave or other concerted job action.
B. In the event of an unauthorized job action, the City agrees that there will be no liability on the part of TME provided the employee organization promptly and publicly disavows such unauthorized action; orders the employees to return to work and attempts to bring about a prompt resumption of normal operations; and provided further that the employee organization notifies the City in writing within forty-eight (48) hours after the commencement of such job action what measures it has taken to comply with the provisions of this section.
C. In the event such actions by the employee organization have affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action against individual employees participating in the concerted job action.

SECTION 9.4 TRAINING

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

B. Special Training:
$1,700 shall be made available to provide training regarding upward mobility. Such shall be jointly administered by Management and TME.

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

D. In addition, there will be a one-time amount added to the contract in the amount of $8,935 to be used for the purchase and distribution to it's members the "California Public Employee Relations Program" easy Reference Series Pocket Guides.

E. Additionally, an annual amount of $1000, shall be budgeted for the purpose of training employees covered by this agreement. The fund may be used for employee training, member relations and other employee enhancement programs. Training funds may also be used for purchasing materials, equipment or paying training personnel. Training or activities must be done on non-work hours, or when employees use leave time to go to training. TME-AFSCME Local 1117 will submit invoices to the City itemizing the disbursement request The City will have the right to review such disbursement request.

SECTION 9.5 EMPLOYEE RELATIONS LEAVE

An amount equal to 22 work shifts (or 198 hours for the combined TLEA, TME-AFSCME Local 1117 organization) per fiscal year shall be available for employees to participate in Employee Relations Leave outside the City. If the 198 hours are used up, and if there is a convention that requires the use of additional hours, impacted employees may ask their Department Heads for permission to use up to an additional 3 shifts (27 hours) with the concurrence of the City Manager or designee. This 27-hour amount is not subject to carry over if unused.

The City will track these costs and any amount requested over this amount may be taken, but employees must then use their own accrued time such as vacation or compensatory leave or attend meetings without pay. Unused hours from the previous year can be carried over and will be used first in subsequent years; however maximum shifts used in any one year can never exceed 30 shifts (or 220 hours). The three discretionary shifts subject to Department Head and City Manager approval cannot be carried over.

SECTION 9.6 CIVIL SERVICE EXAMINATIONS

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

SECTION 9.7 WELFARE TO WORK

Duties normally performed by employees represented by AFSCME Local 1117, shall not be assigned to welfare recipients, welfare to work participants or any public, private or nonprofit organization using the services of welfare recipients. Such individuals shall displace no AFSCME Local 1117 represented employees. Displaced shall be defined as partial displacement such as reduction in hours of work, wages or employment benefits.

SECTION 9.8 FAMILY-SCHOOL PARTNERSHIP LEAVE

The parties agree that they will adhere to the State Law (Labor Code Section 230.8) allowing 40 hours (a maximum of eight hours per month) of unpaid (however, employees may use accrued vacation or compensatory time) participation per calendar year to participate in children's school activities, including licensed day care. Employees are required to provide reasonable notice and, if requested, documentation.

ARTICLE 10 - MISCELLANEOUS

SECTION 10.1 [intentionally left blank]

SECTION 10.2 MONTHLY MEETINGS

A. Management and TME-AFSCME agree to meet monthly to discuss any issues which may be brought forward by either party. The meetings shall on the first (1st)Thursday of the month at a time and location agreeable to both parties. Any meeting may be canceled or rescheduled by consent of both parties.

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

ARTICLE 11 – NOTICE

SECTION 11.1 NOTICE

A. Notices to City. The address for all Notices (hereinafter defined) given by the Union to City shall be:

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

B. Notices to the Union. The address for all Notices, dues payments, written correspondence or any other documents hereunder given by City to the Union shall be:

President
TME-AFSCME Local 1117
P.O. Box 444
Torrance, CA 90508
(310) 944-4198

SECTION III SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

INTRODUCED, APPROVED AND ADOPTED this ____ day of March, 2011

_____
Mayor of the City of Torrance

ATTEST:

_____
Sue Herbers, CMC
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By_____
Patrick Q. Sullivan
Assistant City Attorney

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

I. PURPOSE

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

II. DEFINITIONS

1. "Injury" means bodily injury caused by a non-industrial accident occurring while the employee is employed by the City.

2. "Sickness" means non-industrial sickness or disease causing loss of employment while the individual is employed by the City.

3. "Total Disability" means the substantial inability or physical incapacity of the employee to engage in his/her regular occupation or an occupation of similar compensation as a result of non-industrial sickness or injury.

4. "Partial Disability" means the substantial inability or physical incapacity of the employee to engage, except on a half-time basis, in his/her regular occupation or an occupation of similar compensation as the result of non-industrial sickness or injury.

5. "Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the disability.

III. BENEFITS UNDER THE CITY PROGRAM

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

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

2. Recurrent Disability:

   a. If, following a period of disability due to sickness or injury, for which the Monthly Benefit was payable under the program, the employee shall resume duties of his or her regular occupation for a continuous period of one year or more, any subsequent disability resulting from or contributed to be the same cause or causes shall be considered as a new period of disability.
   b. If the injured employee resumes the duties of his/her regular occupation for **less than one year period of time**, the following shall apply:
      1. A subsequent disability resulting from the **same cause** shall be considered a continuation of the original incident. The employee shall be eligible for the length of time specified in the Long-Term Disability Benefit section of the Resolution less that amount of time previously utilized for the same incident.
      2. An employee who sustains a subsequent disability resulting from a **new cause** shall be eligible for one month of benefits for each two months of service worked in the intervening period of time plus any earned time remaining from the initial incident.
   c. The determination as to whether a disability is a new incident or a continuation of an original incident shall be subject to verification by medical authority and appropriate supporting medical documentation.

IV. REDUCTIONS

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

V. TERMINATION OF COVERAGE

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

VI. EXCLUSIONS

1. The program does not cover disability:
   a. Resulting from any intentionally self-inflicted injury;

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

b. Caused by or resulting from service in the Armed Forces of any country, except for temporary active duty assignments of not more than 30 days.
c. Resulting from any act of war, declared or undeclared;
d. Resulting from participating in or consequence of have participated in the committing of a felony.

ATTACHMENT B

CATASTROPHIC LEAVE PROGRAM
(Revised 1998)

Purpose

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

Policy

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

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

Donated hours may be used under the following situations:

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

Procedures / Guidelines for Using Catastrophic Leave

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

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[3] Leave of Absence Paperwork consists of "Request for Leave of Absence" form and either a form for personal illness or a "Family Medical Certification" form (for family illness).

5. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one-year period, as is allowed by the Family and Medical Leave Act.
6. Employees must exhaust all personal leave hours (vacation, sick leave, etc.) prior to using any donated hours.
7. Employees will not accrue vacation, sick leave, or service time while using donated hours.
8. Donated hours may not be converted to cash ("cashed down").
9. The catastrophic leave bank will be closed and no further donations will be accepted under the following conditions:
   - The ill/injured employee returns to work full time, or
   - The 12 weeks of Family Leave have been exhausted, or
   - The ongoing, intermittent treatment program has been completed.

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

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

Procedures/Guidelines for Donating Hours

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

Confidentiality

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

ATTACHMENT C

TRANSIT RUNS

In order to meet the requirements of applicable State laws, the following modifications to the methods of assigning transit runs are agreed to:

1. Full time, permanent bus operators will continue to bid and operate all biddable runs, which includes the scheduled overtime in each run.

2. Full time, permanent bus operators will also bid and operate all scheduled vacation relief runs. This includes runs bid by the annual vacation bidding process, including 6 long term vacation periods and 3 short term vacation periods taken by regular full time bus operators. (This represents up to nine persons on vacation per day)

3. Other runs, up to a total of 500 hours per week (200 for the CBO's runs, and 300 for other runs), which come open as a result of industrial leave, sick leave, jury duty, excused, unexcused and other operator absences, plus other factors will be filled by "at will" Relief Drivers based on operational convenience as defined by Torrance Transit management.

4. The current "Extra Board" will no longer exist. The rules pertaining to the extra board will no longer exist. A "vacation board" and a "fill-in board" will replace it. Permanent, full time operators will operate the "vacation board." "At will" Relief Drivers bus operators will operate the "fill-in board."

5. Transit Management and TME will adhere to all applicable laws governing Torrance Transit. Furthermore, Transit management will monitor drivers on duty time to ensure compliance with the "Rolling 8/80" law.

6. Relief Drivers are described as follows.
   a. All current CBO's (Commuter Bus Operators) will become "Relief Drivers" and will be able to drive on any of the runs as outlined above.
   b. Additional drivers will be hired in the description of "Relief Drivers" and may be used for the commuter runs or the runs as described above.
   c. All "Relief Drivers" will earn an hourly rate as noted in the TME MOU. They will also be covered by the current City contract with TME as it applies to PERS retirement.
   d. "Relief Drivers" will be represented by TME. They will be "at will" employees, and as such will have no "Skelly" rights, will not be permanent City employees, and can be terminated for any reason. They are not covered by City of Torrance Civil Service rules and regulations or any other personnel ordinances other than specifically agreed to.
   e. Relief Drivers will be covered by the State of California mandates as it applies to Workers Compensation benefits.

7. Transit Management will ensure that every attempt will be made to evenly offer work to all "Relief Drivers." They will, however, have no seniority or bidding rights on the work available.

8. This entire agreement will be reviewed by both parties at the end of twelve months of operation and any necessary modifications will be discussed.

ATTACHMENT D

CITY OF TORRANCE AGREEMENT FOR AB98
August 17, 2005 at 4:10 p.m.

A. Upon agreement by both parties, Management will re-establish the former schedule. The bid will start the day following the agreement with the new runs starting the beginning of the pay period.

B. The City agrees to establish a Joint Labor/Management Committee as specified in Transit Work Rules Article 3, Section 3.6. Labor representatives will be comprised of three permanent bus operators, one lead bus operator, and one relief bus operator appointed by the President of the Union.

C. Operators will be able to drink water while the bus is not in motion. All operators shall be allowed to drink water only, in a transparent plastic bottle (not to exceed 20 oz.) containing a sports cap or screw top lid.

D. Upon agreement by both parties by 5:30 p.m. on August 17, 2005, all operators will receive a one-time signing bonus of $500 dollars on a separate check (taxes will be paid at the end of the year by the operators).

E. One (1) fifteen (15) continuous minute rest/meal break will be provided to all bus operators on straight runs except Line 9 throughout the course of their shift approved by Dispatch. If an operator is running late for their break, they will be required to follow Departmental procedures by pressing the "Status 3" button on the radio. Once at their layover, they will contact Dispatch and indicate their status and the minutes down. Dispatch will make appropriate adjustments to the operator's schedule and allow a fifteen (15) minute break. The Labor/Management Committee will meet within the next two (2) weeks to discuss adjustments to Line 9. **Adjustments to Line 9** will be made to afford operators a fifteen (15) minute rest/meal break **by December 31, 2005.**

F. The Torrance Transit System and TME-AFSCME Local 1117 agree that the Torrance Transit System is exempted from Wage Order 9, and all conditions required in the Order have been met. TME-AFSCME Local 1117 will not bring any grievance, suit or other claim on behalf of itself or any of its members against the City or any subdivision thereof on the grounds that the City or its subdivision has violated Wage Order 9 or AB98 as of August 17, 2005.

G. The Torrance Transit System and TME-AFSCME, Local 1117 agree that all conditions required in the Order, for the Torrance Transit System to be exempted from the Order are met, as set forth below:
   1. TME-AFSCME, Local 1117 is a valid labor organization that represents the classification of Bus Operators at Torrance Transit System.
   2. The TME-AFSCME, Local 1117 and Torrance Transit System have a valid collective bargaining agreement for Bus Operators at Torrance Transit System.
   3. The collective bargaining agreement provides for binding arbitration for all disputes arising out of the collective bargaining agreement.
   4. Any disputes regarding this section shall be the subject to the Grievance provisions of the MOU.

ATTACHMENT E

CITY OF TORRANCE MECHANICS' TOOLS SELF-INSURANCE PROGRAM EMPLOYEE RESPONSIBILITIES

Inventory List:
Each employee must fill out and submit to the Fleet or Transit Service Manager a list of **ALL** tools personally owned and used in the course of employment with the City. Any tool omitted from the list will not be covered under this insurance program. In addition to the inventory list, the employee must submit photos of all tools to be covered under this program.
It is the responsibility of each employee to keep updated inventory lists and photos of his tools on file with the City. As new tools are purchased and added to the employee's inventory list, a copy of the receipt for those tools must be submitted to the Manager along with the update to the inventory
Inventory lists and photos must be submitted to the appropriate Manager within 60 days of the employee's start date with the City.

Claim For Loss:
An employee may submit a formal Claim for Loss form when a loss exceeds the $200 deductible. If available, the receipt for the purchase of the lost tool(s) must be attached to the claim form.

Release Of Claims:
Upon agreement by the City to pay for a loss, the employee must sign a Release of Claim form. Once this form is signed by the employee, the City will be released from any further liability regarding this particular claim.

RULES AND GUIDELINES

Property Insured:
Subject to the terms, conditions and exclusions hereinafter contained, this policy insures from loss those tools required by the City for the employee to purchase and use during the performance of his duties as an Equipment Attendant, Mechanic, Senior Mechanic or Senior Welder. Tools must be itemized on the attached inventory list form in order to be covered under this policy, and said form filed with the City along with pictures of the tools.

Definition:
Wherever the term "LOSS" is used it shall mean theft.

Exclusions:
- Tools not inventory listed on the inventory list form
- Tools not stored or used at the City Yard

Territorial Limits:
This policy coverage is valid only within the limits of the City Yard and in City vehicles when in use on City business.

Misrepresentation And Fraud:
This coverage shall be void if, whether before or after a loss, the employee has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the employee therein, or in case of any fraud or false swearing by the employee relating thereto. Presentation of a false claim is a felony (CA Penal Code Sec. 72).

Notice Of Loss:

1. The employee shall report in writing to Risk Management within 30 days of discovery of loss which may give rise to a claim under this coverage.
2. The employee shall also file a report with the Torrance Police Department (or other law enforcement agency if loss is from a City vehicle while in another jurisdiction) within 30 days of discovery of loss.
3. The employee shall file a formal Claim for Loss with the City within 60 days of discovery of loss.

Valuation:

The City shall not be liable beyond the actual cash value of the tool at the time any loss occurs; the loss shall be ascertained or estimated according to cash value with proper deduction for depreciation. In no event shall the value exceed what it would cost to replace the tool with same of like kind and quality.

Settlement Of Loss:

All claims shall be paid or made good to the employee within 90 days after presentation to and acceptance by the City of satisfactory proof of interest and loss. No loss shall be paid or made good if the employee has collected the same from others.

Pair Or Set:

In the event of loss of any tool or tools which are a part of a pair or set, the measure of loss of such tool or tools shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said tool or tools. In no event shall such loss be construed to mean total loss of the pair or set.

Parts:

In the event of a loss of any part of tools consisting of several parts, the City shall only be liable for the value of the part lost.

Limit Of Liability:

The City shall not be liable beyond the cash value of the tool or tools.

Deductible Amount:

A $200.00 single loss deductible shall apply to each claim for loss.

Identification:

The City encourages that each employee's personal tools be marked with the employees personal mark or initials.

ATTACHMENT F

Request for Release Time Form

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

Instructions: Please send a copy of this completed form (e-mail acceptable) to:

1. Your immediate supervisor
2. City Manager Designee (Releasetime@Torranceca.gov)
3. President, AFSCME Local 1117

Date Submitted: _____

Employee Name: _____

Immediate Supervisor: _____

Department/Division: _____

Release Date(s) Requested: _____

Scheduled Meeting Time(s): _____

Location of Meeting: _____

Purpose (Check appropriate box)

- ☐ Negotiations/Meetings with Management
- ☐ Hearings
- ☐ Meetings to Represent Employees
- ☐ Executive Board Members (TME-TLEA-AFSCME only)
- ☐ Other (Executive Board Member attendance at New Employee Orientation, Civil Service Commission Meeting, or City Council Meeting)

Signature Line for Supervisor: _____

Employee Signature: _____

Attachment B

MEMORANDUM OF UNDERSTANDING

TORRANCE LIBRARY EMPLOYEES ASSOCIATION (TLEA)

2011 - 2012

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

An agreement of the undersigned representatives of the Torrance Library Employees Association and the representatives of the City of Torrance (City) that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions for the period starting March 8, 2011 through June 30, 2012, and was reached through agreement of the undersigned parties.

The parties agree to commence negotiations for a successor MOU in 2012, so that an agreement can be reached prior to the expiration of this agreement. The City agrees that negotiations will commence within two months of the Union's request for information, but no earlier than February 1, 2012.

Signed this ____ day of March 2011.

Management	TLEA
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION NO. 2011-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE LIBRARY EMPLOYEES ASSOCIATION (TLEA), AND REPEALING RESOLUTION NO. 2007-79

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

SECTION I

That Resolution No. 2007-79 hereby repealed in its entirety.

SECTION II

The following agreement between representatives of Management and the representatives of the Torrance Library Employees Association is hereby approved in its entirety to read as follows:

Article 1 - Preamble
Section 1.1 Introduction
Section 1.2 Employee Rights
Section 1.3 Obligation to Meet and Confer

Article 2 - Compensation Provisions
Section 2.1 Salary Advancements within Base Pay Range
Section 2.2 Requirements as to Continuity of Service
Section 2.3 Methods of Compensation

Article 3 - Compensation
Section 3.1 Salary Ranges and Class Titles
Section 3.2 Premium Pay (Section I Employees)

Article 4 - Wage Supplemental Benefits
Section 4.1 Qualification for Benefits
Section 4.2 Employee Insurance
Section 4.3 Payment for Section II Employees
Section 4.4 Retirement
Section 4.5 Industrial Accident (Section I Employees Only)
Section 4.6 Sick Leave
Section 4.7 Holidays (Section I Employees)
Section 4.8 Holidays (Section II Employees)
Section 4.9 Vacation
Section 4.10 Authorized Leave (Section II Employees)
Section 4.11 Bereavement Leave (Section I Employees)
Section 4.12 Compassionate Leave (Section I Employees)
Section 4.13 Bereavement Leave (Section II Employees)
Section 4.14 Jury Duty (Section I Employees)
Section 4.15 Deferred Compensation (Section I Employees)
Section 4.16 Deferred Compensation (Section II Employees)

Article 5 - Special Compensation Provisions
Section 5.1 Overtime Compensation
Section 5.2 Move-up Assignment
Section 5.3 Night Shift Differential (Section I Employees)
Section 5.4 State Disability Insurance Program (Section II Employees)
Section 5.5 Service Awards (Section II Employees)
Section 5.6 Educational Material Allowance

Article 6 - Working Conditions
Section 6.1 Hours of Work (Section I Employees)
Section 6.2 Hours of Work (Section II Employees)
Section 6.3 Rest Period
Section 6.4 Lunch Periods
Section 6.5 [Intentionally left blank]
Section 6.6 Probationary Period (Section I Employees)
Section 6.7 Lateral Transfers/Medical Lateral Transfers
Section 6.8 Leaves of Absence (Section I Employees)
Section 6.9 Leaves of Absence (Section II Employees)

Section 6.10 Inactive Status (Section I Employees)
Section 6.11 Intra-Departmental Reassignments
Section 6.12 Classification Studies
Section 6.13 Sub-Classifications (Section I Employees)
Section 6.14 Layoff (Section I Employees)
Section 6.15 Layoff (Section II Employees)
Section 6.16 Sunday Hours Language
Section 6.17 Removal of Reprimand from Personnel File
Section 6.18 Work Rule Language

Article 7 - General Provisions
Section 7.1 Non-Discrimination, Equal Opportunity, Affirmative Action and Harassment
Section 7.2 Member Relations Fund
Section 7.3 Job Action
Section 7.4 Orientation/Monthly Meeting
Section 7.5 Management Rights
Section 7.6 Employee Relations Leave
Section 7.7 Welfare to Work
Section 7.8 Family-School Partnership Leave
Section 7.9 Release Time
Section 7.10 Seniority

Article 8 - Security Provisions
Section 8.1 Membership Service Fee
Section 8.2 Dues Checkoff
Section 8.3 Stewards

Article 9 - Grievances
Section 9.1 Definition
Section 9.2 Scope
Section 9.3 Procedure
Section 9.4 General Grievance Provisions

Article 10 - Miscellaneous
Section 10.1 Training

Article 11 – Notice
Section 11.1 Notice

Attachment A – Procedures & Rules Regarding Long Term Disability Plan and Partial Disability
Attachment B - Catastrophic Leave Program
Attachment C – Request for Release Time Form

ARTICLE 1 - PREAMBLE

SECTION 1.1 INTRODUCTION

The following is the agreement regarding hours, wages, and working conditions between the representatives of Management and the Torrance Library Employees Association. Each section of this agreement shall be considered in its entirety and subsections shall be considered only in the context of section as a whole.

Permanent employees, both full and part time are noted as Section I employees. Part-time employees are noted as Section II employees. Benefits and conditions of work are differentiated as Section I or Section II employees, as appropriate.

SECTION 1.2 EMPLOYEE RIGHTS

Employees of the City shall have the exclusive right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his exercise of these rights. The City shall not hinder or discipline employees for exercising any rights or benefits provided in this agreement or by State or Federal laws of Municipal Code provisions.

An employee who is requested to meet with a supervisor is entitled to have a representative present if the employee has a reasonable belief that the meeting may lead to the imposition of discipline against him/her.

SECTION 1.3 OBLIGATION TO MEET AND CONFER

Although nothing in this agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement, it is understood and agreed that neither party may require the other party to meet and confer on any subject matter covered herein or with respect to any other matter within the scope of representation during the term of this agreement. The parties agree to meet and confer on the items listed below between May 1, 2011 and April 30, 2012. There is no guarantee that any of these items will be implemented during the life of this agreement.

- Modifications to Departmental Work Rules
- Move up Assignment – Section 5.2
- Review the class designation for Junior Library Clerk 1, Junior Library Clerk 2, and Library Pages

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 SALARY ADVANCEMENTS WITHIN BASE PAY RANGE

A. Starting Pay Rates

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

B. Step Advancement Within a Base Pay Range

1. Base pay step advancement within a pay range shall 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.

2. Such step advancement within the base pay range shall be subject to the employee having received at least a satisfactory rating at the most recent performance evaluation. If no such rating is one file when the vacancy occurs, the step increase shall automatically be granted.

   Upon recommendation of the department head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify. (Advancements to the next step following such accelerated advancement shall normally be after one year for base steps and two years for extended steps).

3. Library Page advancement to step 2 shall occur no sooner than upon completion of one year's continuous service in the position.

4. Junior Library Clerk I advancement to step 2 shall occur no sooner than upon completion of one year's continuous service in the job; further step increases as provided in the hourly salary range schedule shall occur no sooner than upon completion of each additional continuous year of service in the job.

C. Rate of Pay on Promotion

1. Whenever any employee covered by this agreement is promoted, he/she 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% per month.

2. Library Page, Junior Library Clerk I Promotion:
   Offers of promotion from Library Page to Junior Library Clerk I and from Junior Library Clerk I to Junior Library Clerk II will be made in order of seniority to the Library Page or Junior Clerk I with the greatest Seniority, a satisfactory work record, and ability to perform the tasks. If there are no Pages or Clerks with more than one year of continuous service with the Torrance Public Library and a satisfactory work record willing to accept the promotion, Management may offer the position to any qualified person. A satisfactory work record shall be based upon performance evaluations on file.

D. Extended Steps

1. Timing
   Advancement to the first extended step shall commence on the first day of the first pay period 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 (Section I employees)

2. Evaluation
   A below standard performance 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 employees pay an amount not to exceed 2.5% until performance rating returns to standard or better.

Performance evaluations shall be given every six months service. Failure to provide a performance report within 30 days of the due date shall be defined as standard for the purposes of these sections.

SECTION 2.2 REQUIREMENTS AS TO CONTINUITY OF SERVICE

For Section I employees, service requirements for advancement within salary range, industrial accident leave, long term disability, merit steps, vacation, and annual leave shall be based on continuous and total service as a regular employee.

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

B. Leaves of absence without pay in excess of ten (10) working days except for extended military leave shall be deducted in computing total service but shall not serve to 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 work days in any calendar month shall be deducted from total service and may at the discretion of the City Manager interrupt continuity of service and be grounds for discharge.

SECTION 2.3 METHODS OF COMPENSATION

A. Compensation shall be paid on an hourly basis.

B. Payments due shall be paid on a bi-weekly basis unless otherwise specified in this agreement. By mutual consent of the parties, more frequent payment and other modifications can be made.

C. Base hourly salary shall be the regular rate of pay for a particular classification without consideration of any premiums, or extraordinary compensation.

ARTICLE 3- COMPENSATION

SECTION 3.1 SALARY RANGES AND CLASS TITLES

A. The salary for bargaining unit classes is set forth below:

BASE HOURLY PAY RANGE

Section I Employees

Classification Steps:	1	2	3	4	5	6	7	8	9
Librarian	26.42	27.76	29.16	30.59	31.38*	32.14*	32.95*	33.80*	34.62*
Library Assistant I	18.26	19.17	20.11	21.14	21.66*	22.18*	22.76*	23.29*	
Library Assistant II	21.67	22.76	23.88	25.09	25.72*	26.36*	27.04*	27.69*	28.39*

*Extended Steps

[ ] = Supervisory step

Section II Employees

Classification Steps:	1	2	3	4	5
Library Clerk, Junior I	9.83	10.40	11.30	11.60	12.17
Library Clerk, Junior II	12.92	13.70	14.65	15.03	15.81
Library Page	9.09	9.35	9.55	9.79	10.30

SECTION 3.2 PREMIUM PAY (Section I Employees)

Employees assigned to work requiring specified duties which require skills and abilities not contemplated in the employee's normal assignments in the areas described in this section shall receive premium pay only while so assigned. Such premium pay shall be for the hours actually worked in the assignment. Assignment and reassignments shall be made by the department head subject to approval of the City Manager. Premium pay assignments shall be based on work load and skills required, and subject to any special provisions specified in this section for any particular assignment.

Removal of employees for disciplinary or reasons of incompetence or abolishing of positions shall be preceded by notice to employee organization representatives with the intent of precluding unfair actions.

While so assigned, a 7.5% premium to the Library Assistant I who is responsible for filing small claims court actions for the Library in order to recover costs of fines and overdue library materials. (This is a non-PERSable premium.)

ARTICLE 4 - WAGE SUPPLEMENTAL BENEFITS

SECTION 4.1 QUALIFICATION FOR BENEFITS

A. Section I employees are eligible for benefits described herein. Part-time Section I employees shall qualify for 50% of the benefits described.

B. Jr. Library Clerks I and II are eligible for pro rated benefits as noted: Section 4.2.a (Employee Insurance), Section 4.4 (Retirement), Section 4.6 (Sick Leave), Section 4.9 (Vacation). These titles will not be eligible for Section 4.2.b (Disability), 4.2.c (Life Insurance), Section 4.5 (Industrial Accident.)

SECTION 4.2 EMPLOYEE INSURANCE

A. Employee Insurance

1. The City shall pay $100 per month per employee and eligible annuitants toward medical insurance. The $100 employer contribution can only apply toward the health insurance premium of one of the authorized PERS health insurance plans. If the employee does not participate in the PERS insurance plans the $100 cannot be used for any other purpose.

2. Active Employees: In addition to the PERS Mandated Amount (addressed in the matrix below) Active Employees shall be provided with an amount, which may be used by the employee to pay for approved Health Insurance Plan premiums, dental, or vision insurance.

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

Effective January 1, 2009	NC (No Coverage)	1 Party	2 Party	3 Party
PERS Mandated Amount	$0	By Statute or minimum of $100, whichever is greater	By Statute or minimum of $100, whichever is greater	By Statute or minimum of $100, whichever is greater
City Cafeteria Contribution	$0	Total – PERS Mandated Amount	Total – PERS Mandated Amount	Total – PERS Mandated Amount
Totals	$0	$392.68	$785.36	$1,020.96
Any amount remaining may be used to offset family dental or towards 2 party or family vision.				

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

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

3. Medical Insurance for **part time** employees hired **prior to** January 1, 2008:

	1 Party	2 Party	3 Party
PERS Mandated Amount	$100.00	$100.00	$100.00
City Cafeteria Contribution	$245.79	$574.48	$771.66
Total	$345.79	$674.48	$871.66

Medical Insurance for **part time** employees **hired after** January 1, 2008:

	1 Party	2 Party	3 Party
PERS Mandated Amount	$100.00	$100.00	$100.00
City Cafeteria Contribution	$148.84	$345.18	$462.98
Total	$248.84	$445.18	$562.98

4. The accumulated savings created by the active employee who does not participate in the PERS Insurance Plan will be reallocated within the Torrance Library Employees Association so long as it is for a one-time only non-recurring benefit. The amount shall be computed by crediting the number of employees not participating in the program in a given month multiplied by $100. It will be based on the past year's savings. The amount shall be credited at the time the new salary resolution is adopted each year.

5. The City shall continue such health insurance premiums up to the amount covered by this section during a legitimate medical leave of absence for a period not to exceed 8 months for any employee covered by this agreement.

6. City of Torrance joined PERS Health insurance to allow Torrance Library Employees association to participate in health programs. Both Management and TLEA agreed to join the program so long as it did not impact any of the other bargaining units within the City. If the PERS Health Insurance Plan significantly alters from the current structure or if the administrative and contingency fees charged by PERS increase above 4% for the annuitant, the City reserves the right to withdraw from the PERS Health Insurance Plan.

7. Dental Insurance

Effective January 1, 2006, all employees covered under this agreement will receive, at no cost to the Union or employee, one-party dental insurance. Effective January 1, 2007, all employees covered by this agreement will receive two-party dental insurance. This benefit has no cash value if not used. If

employees want to cover additional family members not covered in either 2006 or 2007, additional insurance may be purchased.

8. Vision Insurance

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

9. Effective June 30, 2002, Junior Library Clerks I and II will receive a prorated portions of these benefits.

10. The parties agree that if legislation is passed which significantly impacts the City's ability provide health insurance through PERS Medical the parties will return to the table to meet and confer.

11. The parties agree to set up a labor-management committee for the purpose of working out the details related to allowing Library Pages to purchase health insurance at their own cost. The committee will commence meeting no later than December 31, 2007 with the intention of having a plan available to employees by the target date of June 30, 2008. However, due to unforeseen circumstances this date may be extended up to an additional six months and a plan shall be made available to employees by January 1, 2009 at the latest.

B. Short/Long Term Disability:

1. In accordance with the provisions of the Commercial short term/long term disability plan, employees with pre-existing conditions who do not qualify for coverage under the Commercial policy shall receive the following benefit:
   a. Commencing with the thirty-first (31st) calendar day after the first (1st) day of lost time, the employee shall receive two-thirds (⅔) base biweekly pay for a period of time not to exceed one (1) month for each two (2) months of service to a maximum of two years.
   b. An employee requesting receipt of such benefits must meet the criteria specified in Attachment A and must request a medical leave of absence in connection with a request to receive long-term disability. The request for a medical leave of absence and for LTD benefits must be made in advance except where it can be shown that a bona fide emergency existed.
   c. Payments, pro-rated for actual time on LTD, will commence on the thirty-first (31st) day of lost time by warrant issued every twenty-eight (28) days or portion thereof. They shall not entitle the employee to accrual of any other benefits.
   d. The maximum of two (2) years shall be for a single or multiple instance subject to the employee restoring such benefit one (1) month for each (2) months of service. The "Maximum Benefit Period" means twenty-four (24) calendar months.
   e. Such insurance is subject to administrative rules in Attachment A.

2. Employees who were active employees on or after August 1, 1997 and who qualify for the Commercial Insurance long term/short term disability program shall be covered as follows:
   a. An employee must request a medical leave of absence in connection with a request for such benefits.
   b. After an elimination period, employees will receive ⅔ base pay for a period as determined under the guidelines of the commercial insurance policy.
   c. Eligibility for this Commercial plan, and all provisions of the plan are in accordance with the commercial insurance policy.

C. Life Insurance

Employees covered under this agreement shall receive a life insurance policy in the amount of no less than $50,000.

The City and TLEA will jointly participate in the selection process of its insurance carriers for life insurance, short-term disability insurance and long-term disability insurance.

SECTION 4.3 PAYMENT FOR SECTION II EMPLOYEES

A. Section II employees who have completed their fourth year of service shall receive $75.00 per month.

B. Effective June 30, 2002, only Library Pages who qualify will receive this payment. Junior Library Clerks I and II will no longer receive this payment.

SECTION 4.4 RETIREMENT

A. Employees covered by this agreement shall be covered by the City current contract with the California Public Employees Retirement System including, but not limited to 2% at 55 (per Government Code Section 21354), highest year and military buy-back (per Government Code Section 20042) and supplemented by Social Security.

B. The City shall pay the employee's 7% contribution to PERS for employees of the Torrance Library Employees Association.

C. The seven percent (7%) paid by the City is considered as employer-paid member contributions (EPMC).

D. Effective February 1, 2011, all new hires shall be responsible for the employee's contribution to PERS, currently 7% of pay.
   1. Section 4.4(C) would no longer be applicable for those employees hired after February 1, 2011.

E. Junior Library Clerks I and II will receive a pro rated retirement benefit according to this section.

SECTION 4.5 INDUSTRIAL ACCIDENT (Section I Employees only)

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

In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:
1. Up to three (3) months during the first two (2) years of employment.
2. Up to six (6) months during the third (3rd) year of employment.
3. Up to twelve (12) months after three (3) years of employment for industrial injury.
4. Such leave shall be at ninety percent (90%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this section.

B. For injuries sustained on or after August 3, 1997, the following applies:

In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:
1. Up to three (3) months during the first two (2) years of employment.
2. Up to six (6) months during the third (3rd) year of employment.
3. Up to eight (8) months after three (3) years of employment for industrial injury.

4. Such leave shall be at eighty-five percent (85%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this section.

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

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

E. Management and the employee organization jointly indicate their concern for the proper use of industrial injury leave. Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.
   1. The Department Head shall notify TLEA within seventy-two (72) hours of any industrial injury which causes the death or hospitalization of any member of the bargaining unit.

F. All Section II employees are entitled to benefits from the State of California with respect to industrial injury.

SECTION 4.6 SICK LEAVE

A. Introduction

   1. Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this section.

   2. The sick leave benefit should be thought of as an insurance policy; it insures and protects employees from a loss in wages when they are unable to work because of an illness or injury.

   3. The City considers good attendance to be a very important part of an employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs. However, both parties understand that employees have legitimate needs to take time off. Neither side desires to inhibit employees from their legitimate right to use sick leave.

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

B. Sick Leave Use:

   An employee shall be granted sick leave for the following reasons:

   1. Personal illness or injury:

      Medical or dental appointments including preventative care. Employees are encouraged to schedule medical and dental examinations of a non-urgent nature outside of normal working hours. Appointments scheduled during normal working hours constitute sick leave, provided that the employee gives advance notice in accordance with departmental rules and regulations.

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

2. Family illness or injury:

   Illness, injury or medical appointment of a member of the employee's immediate family which requires that employee's presence. Immediate family of the purpose of this section is 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, great grandparents, and great grandchildren.

C. Accrual rate:

Permanent and probationary employees shall be granted sick leave in the following manner: Six hours per month to a maximum of 600 hours accrued sick leave.

D. Cash or deferred compensation options:

1. The employee may select, in June and/or December of each year, to convert any sick leave granted but unused over three hundred (300) hours into cash at the rate of one hour of pay for each hour of unused sick leave. Such payments shall be made before June 15 and/or December 15.
2. Any hours of sick leave which would have been granted over 600 hours accrued sick leave shall be converted into cash payable in 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 December 1.
3. Employees who cash out sick leave in June and/or December under this section may convert one shift of sick leave that would have been cashed out to their vacation leave balance.
4. Jr. Library Clerks I and II may not defer sick leave which has been converted to cash (also applies to Section I below.)

E. Sick leave standard:

1. Use of sick leave shall not necessarily in and of itself constitute misuse. However, sick leave use not related to a legitimate illness, or injury which exceeds standard usage and/or which has a predictable pattern may initiate a review of sick leave usage. If it is determined that an employee has misused their sick leave, the employee shall be notified of any restrictions or requirements to be placed upon the employee's use of sick leave regarding notification or use of other accrued leaves in cases where there is insufficient sick leave available.

2. Components of the sick leave standard may include section/division/department sick leave utilization average, taking into consideration the number of incidents and the numbers of hours used, patternistic sick leave use, depleted sick leave and/or other elements as reasonably established in the departmental work rules.

F. Notification of sickness:

1. To receive compensation while absent on sick leave, employees shall notify the section/division/department in the manner provided in departmental rules and regulations stating the nature or reason for the absence.

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

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

G. Return from sick leave:

1. Upon return from sick leave, an employee may be required by the department head to report for examination by the City medical examiner to determine fitness for duty.

H. Overtime rate after sick leave:

1. In the event an employee is absent on sick leave during part of a week and subsequently is required to work on his/her regular day off, he/she shall be compensated in the same manner as for overtime. He/she may, however, be required to substantiate an illness by a written statement from an attending licensed physician or a personal affidavit.

2. Said provisions shall not apply where an employee is called out for emergency work after hours and the overtime rate shall apply regardless of sick leave taken during the week.

3. For the purposes of call out, employees who are absent on sick leave will be placed in the position of least seniority on the day they are absent and will remain in that seniority ranking until they return to regular duty.

I. Conversion of sick leave insurance:

1. At the time of termination after the appropriate years of service an employee covered by this agreement shall have his accumulated sick leave converted by the City into cash or deferred income on the following basis:
   a. 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 paid up life insurance 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 agreement regardless of years of service to be paid to the employee's beneficiary.

3. The annuity and the provisions of the annuity shall be specified by TLEA, subject to consultation with Management.

J. Depleted sick leave:

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

K. Personal Leave

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

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

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

L. Jr. Library Clerks I and II will begin accruing a pro rated amount of sick leave per this section.

SECTION 4.7 HOLIDAYS (Section I Employees)

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

B. When a holiday listed in this section occurs on a Saturday, the day immediately preceding such holiday will be observed as the holiday. When a holiday listed in this section occurs on a Sunday for pay purposes the day immediately following such holiday will be observed as a holiday. If a holiday falls on any other scheduled day off, the employee shall take another day off within twelve (12) months.

C. The library system shall close at 6:00 p.m. the day before Thanksgiving. Scheduling shall be at the discretion of Library Management. Employees normally scheduled to work after 6:00 p.m. shall have their shift scheduled at the discretion of Library Management in order to provide sufficient coverage within that pay period.

D. On July 1 of each year, the City Librarian will disseminate a list of holidays on which the library shall be closed.

SECTION 4.8 HOLIDAYS (Section II Employees)

A. For the purpose of this agreement the following 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 day prior to Christmas
- Christmas Day
- The day prior to New Year's Day
- Employee's Birthday (a floating holiday)

B. All employees eligible for holiday pay will be paid for four hours per holiday except July 4, which shall be six hours, and Christmas Day which shall be five hours.

C. The library system shall close at 6:00 p.m. the day before Thanksgiving. Scheduling shall be at the discretion of Library Management. Employees normally scheduled to work after 6:00 p.m. shall have their shift scheduled at the discretion of Library Management in order to provide sufficient coverage within that pay period.

D. In order to be paid for the holiday, an employee must work at least one hour in the pay period.

SECTION 4.9 VACATION

A. Employees in classifications covered by this agreement shall earn vacation as follows:

1. At the rate of 9.33 hours per month of employment by each regular employee.
2. Commencing with the **3rd year** of employment and until the completion of three years of employment, at the rate of 10.00 hours per month of employment.
3. Commencing with the **4th year** of employment and until the completion of four years of employment, at the rate of 10.67 hours per month of employment.
4. Commencing with the **5th year** of employment and until the completion of nine years of employment, at the rate of 12.67 hours per month of employment.
5. Commencing with the **10th year** of employment and until the completion of twenty years of employment, at the rate of 16.02 hours per month of employment.
6. Commencing with the **21st year** of employment, at the rate of 17.33 hours per month.
7. Commencing with the **25th year** of employment, at the rate of 18.00 hours per month of employment.

B. Annual Leave
Employees covered by this agreement received all annual leave benefits entitled to them by prior resolutions. Floating holidays, which were converted to annual leave, were adjusted on a one-time basis in agreement from past negotiations. All annual leave is now a part of the vacation accrual.

C. Vacation Eligibility
Only probationary or permanent employees who regularly work 40 hours per week, or permanent part time employees who work 20 hours per week shall earn vacation and only while receiving compensation from or through the City, and vacation shall be calculated on an hourly earned basis.

D. The time of taking vacation shall be determined by the department head, subject to review by the City Manager. An employee may take vacation only in increments of full days or shifts unless department head approval is given for small increments of not less than 4 hours.

E. An employee can accrue vacation up to the amount earned over the preceding 24 months; provided, however, that vacation accrued in excess of 160 hours must receive department head approval.

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

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

H. Effect of Separation
1. Any borrowed vacation owed by a terminating employee shall be deducted from employee's final pay.
2. Any vacation owed to a terminating employee shall be added to the employee's final pay in the form of cash or deferred income.

I. Sixteen (16) hours of vacation per fiscal year may be used for personal leave. Such leave shall be asked for one week in advance except in case of a bona fide emergency. The leave shall not be accruable from year to year and if used, shall be deducted from earned vacation. Subject to department head approval, personal leave may be taken in increments of less than four (4) hours.

J. Pay for vacation

An employee, subject to Department Head approval, may select either to receive pay or to defer vacation pay up to 80 hours per fiscal year. Employees must, however, leave a balance of 40 hours on the books.

K. Jr. Library Clerks I and II accrue vacation on a prorated basis.

SECTION 4.10 AUTHORIZED LEAVE BENEFITS (SECTION II EMPLOYEES)

Employees covered under this agreement who are employed by the City as of 7/1/01, will receive the full amounts of leave to which they are entitled per Sections A, B, C, and D below on June 30, 2002, when they begin accruing leaves under Sections 4.5 and 4.8 of this MOU.

A. Employees with more than one year continuous service with the Torrance Public Library in the job of Library Page, Junior Library Clerk I, or Junior Library Clerk II shall be entitled to twenty hours per fiscal year of leave with pay, to be taken at a time mutually agreeable to the City and the employee.

Effective June 30, 2002, only employees in the position of Library page will be eligible for this leave. Junior Library Clerks I and II will begin to accrue pro rated leave time per Section 4.5 and 4.8 of this MOU and will no longer accrue leave as described in this section.

B. Employees with more than five years of continuous service with the Torrance Public Library in the job of Library Page, Junior Library Clerk I, or Junior Library Clerk II shall be entitled to 40 hours authorized leave. Effective June 30, 2002, only employees in the position of Library page will be eligible for this leave. Junior Library Clerks I and II will begin to accrue pro rated leave time per Section 4.5 and 4.8 of this MOU and will no longer accrue leave as described in this section.

C. Employees with more than ten years of continuous service with the Torrance Public Library in the job of Library Page, Junior Library Clerk I, Junior Library Clerk II shall be entitled to a total of sixty hours of authorized leave. Effective June 30, 2002, only employees in the position of Library page will be eligible for this leave. Junior Library Clerks I and II will begin to accrue pro rated leave time per Section 4.5 and 4.8 of this MOU and will no longer accrue leave as described in this section.

D. Employees with more than one year of service shall be entitled to 16 hours per year to be used as sick leave. Effective June 30, 2002, only employees in the position of Library page will be eligible for this leave. Junior Library Clerks I and II will begin to accrue pro rated leave time per Section 4.5 and 4.8 of this MOU and will no longer accrue leave as described in this section.

Two full work shifts of sick leave per fiscal year may be used for personal leave for which no verification is required. Such leave shall be approved in advance per departmental work rules. This amount is deducted from sick leave and may not be carried over from year to year. The time shall be taken in no less than four hour increments. This leave, while paid for out of sick leave, is actually paid personal leave and is not a part of sick leave usage in and of itself.

E. All leaves are accrued on a fiscal year basis. Such leave may be accrued up to a maximum of two (2) fiscal years. This leave must be taken no later than 90 days following the conclusion of the second fiscal year. Such leaves shall not otherwise be accruable nor shall they have any monetary value if unused. The procedure for taking authorized leave shall be prescribed by departmental rules and regulations.

SECTION 4.11 BEREAVEMENT LEAVE (Section I Employees)

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

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

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

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

SECTION 4.12 COMPASSIONATE LEAVE (Section I Employees)

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

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

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

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

SECTION 4.13 BEREAVEMENT LEAVE (Section II Employees)

A. Each employee covered by this agreement shall be entitled up to two working days bereavement leave with pay per death. Such bereavement leave shall apply to a death in the immediate family. A working day for this subsection shall be defined as a regular work shift.

1. The city shall have the right to require verification from the employee.

B. Immediate family for the purpose of this subsection shall be defined as: spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchildren, grandparents, grandchildren, great grandparents, or great grandchildren.

SECTION 4.14 JURY DUTY (Section I Employees)

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

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

SECTION 4.15 DEFERRED COMPENSATION (Section I Employees)

A. Employees covered by this agreement shall be eligible to participate in a City administered deferred program consisting of a deferred compensation plan and a Retirement Health Savings Plan (RHSP). The references to an option to fund the RHSP and the existing language in this Section 4.15 are deleted as of December 31, 2007.

B. Upon retirement or termination, the employee shall have the option to defer the sick leave and vacation payoff into the City's deferred compensation plan and/or the RHSP 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 (Section 4.2.i)
   2. cash out of sick leave (Section 4.3.d)

   This deferral is up to the limits set by federal law and is exclusive of the $100 per month contributed by the City toward employee or eligible annuitant's medical insurance.

D. At the completion of one (1) year of service, employees become eligible for and shall receive a non-matching deferred City contribution of $300 ($11.54 per pay period) per calendar year. The $11.54 per pay period will be deferred on the employees' behalf.

E. Retirement Health Savings Plan (RHSP):

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

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

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

SECTION 4.16 DEFERRED COMPENSATION (Section II Employees)

For current part time library employees who participate in mandated City deferred compensation program in lieu of social security: When the total amount deferred by any employee under the plan becomes $5,000, the employees will be notified that they may move their deferred compensation to Plan A of the deferred compensation program. However, no additional, voluntary contributions may be made.

ARTICLE 5 - SPECIAL COMPENSATION PROVISIONS

SECTION 5.1 OVERTIME COMPENSATION

A. Section I Employees
   1. Employees shall be compensated by pay at the rate of one and one-half (1½) times the regular hourly rate of the employee for those hours worked in excess of forty (40) hours in any one (1) week, or in excess of eight (8) hours in any one calendar day.

   2. An employee may select, with Department Head approval, to take compensatory time for overtime worked in lieu of pay. Such leave shall be paid at time and one half. Compensatory time can be accrued to a maximum of 60 hours.

B. Section II Employees
   1. Section II employees required to work on days the library is closed for the purpose of emptying book drops will be compensated at time and one half (1½) for all hours worked at a minimum of two hours.

   2. Computation: Overtime shall be computed for actual time worked except for minimum as specified in Subsection 5.1.B.1.

   3. Overtime Claims for Compensation: Overtime worked must be reported to the Finance Director within fifteen (15) calendar days after the end of the pay period in which the service was rendered. Failure to do so waives any claim for compensation for such service the employee covered.

C. Computation
   1. Overtime shall be computed for actual time worked except as specified in Subsection C.2 below.

   2. An employee called out after regular working hours for emergency work shall be compensated, therefore, at the regular overtime rate of a minimum of two (2) hours.

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

E. Overtime may be mandatory if no volunteers are found.

SECTION 5.2 MOVE-UP ASSIGNMENT

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

B. Assignment

1. When an employee is temporarily absent from his/her 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 position of the absent employee.

3. An employee with a below standard evaluation for the preceding six (6) months period will not be considered (except where the performance evaluation is being formally appealed). In the absence of a performance evaluation for this period, the employee's performance shall be considered standard for purposes of this section.

4. The department head may permit the position to remain temporarily vacant, if, in his/her opinion, the public health, welfare and safety are not jeopardized.

5. An employee may decline a move-up assignment subject to Subsection E.6.iii and iv below.

C. Duration of Assignment

Any employee moved up pursuant to this section shall remain in the higher class until the incumbent returns to duty, subject to the following conditions:

1. Each such assignment shall not exceed (90) days duration.

2. If the work is not performed in a satisfactory manner, the department head may remove the employee who has moved up and move up another employee to replace him/her or leave the position unfilled.

D. No Probationary Period Credit

Time served by an employee assigned to a higher class under the provisions of this section shall not be credited toward the employee's probationary period in the higher class.

E. Priority for Move-Up Assignments: (temporarily superseded by 6.A through C below)

1. Priority for move-up assignments shall first be given to employees in the same department and division regularly employed in a lower classification who are among the first three (3) employees on the eligible list for the temporarily vacant position.

2. The employee with the highest rank on the eligible list shall be selected first for move-up assignments but thereafter such assignments may be rotated among others in the department on the eligible list for the temporarily vacant position.

3. The next priority shall be give to employees in the same department regularly employed in the lower classification who are on the eligible list for that temporarily vacant position.

4. In the event that there are no eligibles within the department on the eligible list for the vacant position, the department head or his/her designee shall give next priority to employees on the last expired eligible list, provided that the last list is not older than two years. Lists older than two years shall not be considered. If no such list exists, the priority for move up is given to an employee on the basis of seniority in the next lower class whom the department head certifies is capable of performing the work of the absent employee.

5. In unique cases, and on a nonprecedent basis, the above provisions for priority move-up may be modified by mutual consent for a particular job situation.

6. During the trial move-up period, current Section E above will not be used and the following "Priority for move-up" will be used. The trial period will last until the expiration of the contract.

   a. Move-up will be done on a rotational basis, as follows:

      Priority 1: If a current non-expired Civil Service list exists, priority will be given to employees in the same department and division regularly employed in a lower classification who are among the first five (5) for the temporarily vacant position. Move-up assignments shall be rotated among the five (5) on the list, with each assignment counting as one turn irrespective of the length of the move-up.

      Priority 2: If no current, non-expired Civil Service lists exists, move up will be done on a rotational basis, using at least the top 30% in seniority of the next lower classification in the career ladder (and no less than three employees) within the same division or work group.

   b. For all move-up opportunities of more than five (5) consecutive days, departments may use more than one person to fill the vacant position using this rotational system.

   c. Employees will indicate their preference in participating in the move-up by notifying their department head or designee on a "move-up interest form" provided by the department. These forms will be created by a joint management/employee team and will be provided to all employees on a quarterly basis. Forms will be the same for all departments. The forms will clearly state that the employee will not be eligible for move-up if the form is not returned. The departments will allow at least one week for completed forms to be returned.

   d. Employees who have indicated that they do wish to be considered for move-up by completing the departmental "move-up interest form," but who turn down move-up opportunities three times in a 6-month period will not be offered move-up for a one year period or until the expiration of the contract, whichever comes first.

F. Absence of Moved-Up Employee

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

G. Acting Department Heads:

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

H. Move-Up Pay for Vacant Positions

1. Except as provided in Subsection H.2), an employee moved up pursuant to this section shall be paid for all days worked in the higher class at a salary rate of the lowest step of the class or the lowest step for such assigned position which will give the employee five percent (5%) more than the current base salary of that employee, whichever is the higher within the base pay range for the class, to which shall be added earned Longevity pay increments.

2. For purpose of this section, one half shift shall constitute a day.

3. The Department Head or designee must authorize move-up.

4. Any assignments to a higher class of a half shift but less than a full shift requires the prior approval of the City Manager or designee.

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

SECTION 5.3 NIGHT SHIFT DIFFERENTIAL (Section I Employees)

A. All employees covered by this agreement who are assigned to night shifts, shall be paid at 10% over and above their base hourly pay inclusive of longevity pay. A night shift shall be defined as a shift in which one-half or more of the shift is scheduled to work after 4:00 p.m. or before 8:00 a.m.

B. For branch employees, night shift shall be defined as ½ or more of the shift if scheduled to work after 3:00 p.m.

SECTION 5.4 STATE DISABILITY INSURANCE PROGRAM (Section II Employees)

Management will administer the previously implemented State Disability Insurance Program. The cost of the benefit will be paid for by employees using the benefit.

SECTION 5.5 SERVICE AWARDS (Section II Employees)

A Service Awards Program will be administered by the City Librarian.

SECTION 5.6 EDUCATIONAL MATERIAL ALLOWANCE

The City shall pay an annual educational material allowance of $333 to each Librarian, Library Assistant I, and Librarian Assistant II covered by this agreement on the first pay period in September of each year.

ARTICLE 6 - WORKING CONDITIONS

SECTION 6.1 HOURS OF WORK (Section I Employees)

A. Employees shall work a forty (40)-hour, five-day work week.

SECTION 6.2 HOURS OF WORK (Section II Employees)

A. Hours of work shall be at the discretion of the department head. Every reasonable effort shall be made to accommodate the desires of the individual employee.

SECTION 6.3 REST PERIOD

A. Employees covered by this agreement may be allowed one, up to 15 minute, rest period in accordance with departmental rules during each half of the regular workday or regular workshift. In such cases:

1. These rest periods will not be taken at the beginning or end of either half of the regular workday or workshift.

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

3. The provisions of this section may be modified by a supplemental Memorandum of Understanding between the representatives of Management and the representatives of TLEA to effectuate a flexible work hour concept.

4. Rest periods shall be taken at or near the worksite.

5. Abuses of the provisions of the section will result in disciplinary action.

SECTION 6.4 LUNCH PERIODS

A. In addition to rest periods, employees shall be entitled to a lunch period not to exceed one hour per regular workday or regular workshift subject to departmental rules developed to accommodate a flexible work schedule.

1. Such lunch periods shall be without pay and may not be accumulated.

2. There shall be no restriction on the employee during such lunch periods unless compensated for as overtime.

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

SECTION 6.5 [Intentionally left blank]

SECTION 6.6 PROBATIONARY PERIOD (Section I Employees)

A. For all classifications covered by this agreement, there shall be a probationary period which shall be one (1) year of service for original, non-promotional appointments and a probationary period of six (6) months of service for all promotional appointments.

B. An employee's probationary period shall be extended if the employee is absent from the performance of his/her assigned duties in excess of the number of cumulative working days he/she would work over a four week period of time. Thus, an employee working a 5/40 will have his/her probation extended by 20 working days or more if he/she is absent more than 20 working days during his/her probationary period. An employee working a 4/10 will have his/her probation extended by 16 working days or more if he/she is absent more than 16 working days during his/her probationary period. An employee working a 9/80 will have his/her probation extended by 18 working days or more if he/she is absent more than 18 working days during his/her probationary period. The probationary period will be extended by the amount of time equal to the number of days absent from work. For purposes of this provision, all leaves of absences whether continuous or not which result in the employee exceeding the number of work days he/she is regularly scheduled over a four-week period of time will result in a probation extension. A work day will count towards the cumulative total provided for herein if the employee works less than one-half (½) of their regularly scheduled hours in a day.

SECTION 6.7 LATERAL TRANSFERS/MEDICAL LATERAL TRANSFERS

A. Lateral Transfer

1. Permanent employees in a job classification represented by TLEA may make themselves available for lateral entry into another classification in any representation unit represented by AFSCME whose

salary range is equal to or less than that of the classification of position presently held by the employee. (A salary range shall be considered to be equal to if there is less than a 7.5% difference in the highest step in the base salary range for the class.)

2. When a position in a classification for which employees have applied for lateral entry becomes vacant, employees who have so applied shall be given the opportunity to lateral into the position pursuant to the following:

   a. No promotional list exists for the position.
   b. The department heads involved approve of the lateral appointment. Such approval will not be required where lateral appointment is the result of a layoff or medical disability.
   c. The City Manager concurs in the lateral appointment.
   d. Priority of consideration shall be on the basis of seniority subject to the above. The employee shall receive a progress report from the department head at the end of each thirty (30) day period. If an employee does not quality, he shall be returned to his previous status. The approval and verification of department head and the City Manager shall be final.
   e. Such lateral appointment of the employee shall be subject to a 180 days period to verify this competency in the new position.
   f. If an employee accepts a lateral transfer, his salary shall be at his former rate or at the highest step of the lower range, whichever is the lower.

B. Transfers

1. Employees who make in class transfers shall be subject to a 6- month probationary period.
2. Items B.2-6 above shall apply.

C. Medical Lateral Transfers

1. Employees subject to medical, lateral transfers shall be subject to a 6-month probationary period.
2. Medical laterals who do not pass qualification period will again be evaluated for current vacancies for which they qualify based on physical restrictions and which are other guidelines (noted in this agreement).

SECTION 6.8 LEAVES OF ABSENCE (Section I Employees)

A. Leave Without Pay

1. A leave of absence without pay not to exceed five working days may be granted to any employee by the department head.

2. A leave of absence without pay for more than five working days may be granted to any employee by the City Manager.

3. No leave or combination of leaves related to a single illness or injury shall be granted for more than a total of eight months.

4. An employee must have completed his or her original probationary period before being eligible for consideration of a medical leave of absence of more than 30 days.

5. A leave of absence without pay may be granted to any employee by the City for the purpose of accepting a temporary appointment to a State, County, Federal, or local agency.

B. Application for Leave of Absence
A request for leave shall be forwarded to the appropriate authority in advance of the beginning date of leave, upon forms supplied by the City.

1. An employee may file a request for leave upon a form supplied by the City. Such a request must be filed before the beginning of the requested leave except in cases of emergency. Such leave may be for medical, military or personal reasons.

C. Refusal of Leave of Absence
The department head or the City Manager shall refuse a leave of absence request if such a leave is contrary to the good of the City. A leave of absence for medical reasons where justified by medical evidence shall not unreasonably be denied except where the employee has exhausted the maximum leave of absence. Where the leave is refused, the employee must return to work or be terminated.

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

E. Medical Examination at Termination of Leave
Upon the expiration of any leave of absence, the City Manager may determine, by evidence of medical examination or other reasonable evidence, if the employee is mentally and physically able to perform the duties of the position from which the leave was granted. If the City Manager has determined that the employee is unable to return to work, he will not be returned to work but shall have the right to submit the matter through the grievance procedure.

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

G. Military Leave of Absence
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.

H. Return from Military Leave
Any employee returning from Military leave shall have all the rights and privileges granted by law, but any employee returning from military leave which has exceeded ninety (90) consecutive calendar days shall not be reinstated to his/her position in the classified service unless he/she:

1. Makes a written application, therefore, to the City within 40 days following his release from active military service;
2. Furnishes the City for their inspection a certificate of termination of services with the Armed Forces, which termination was under honorable conditions; and
3. Establishes to the reasonable satisfaction of the City that he/she is qualified to perform the duties of such position.

I. Employees covered by this agreement may participate in the Catastrophic Leave Program as a donor or participant (Attachment B).

SECTION 6.9 LEAVES OF ABSENCE (Section II Employees)

A. Leave Without Pay

1. A leave of absence without pay not to exceed 15 working days may be granted to any competent employee by the department head.
2. A leave of absence without pay for more than 15 working days may be granted under special circumstances to any employee by the City Manager upon the recommendation of the department head.

B. Application for Leave of Absence
A request for leave shall be forwarded to the appropriate authority in advance of the beginning date of leave, upon forms supplied by the City.

C. Refusal of Leave of Absence
The department head or the City Manager shall refuse a leave of absence request if such a leave is contrary to the good of the City. A leave of absence for medical reasons where justified by medical evidence shall not unreasonably be denied except where the employee has exhausted the maximum leave of absence. Where the leave is refused, the employee must return to work or be terminated.

D. Holding Position Open
Upon the expiration of a leave of absence duly granted in accordance with the provisions of this section, an employee shall be returned to the same type of job as occupied when the leave of absence was granted.

E. Medical Examination at Termination of Leave
Upon the expiration of any leave of absence, the City Manager may determine, by evidence of medical examination or other reasonable evidence, if the employee is mentally and physically able to perform the duties of the position from which the leave was granted. If the City Manager has determined that the employee is unable to return to work, the employee will not be returned to work but shall have the right to submit the matter through the grievance procedure.

SECTION 6.10 INACTIVE STATUS (Section I Employees)

A. Subject to the approval of the employee's department head and the city manager, an employee may request inactive status.

1. Such a request must be made before the termination of an employee or within 30 days of such termination.
2. The inactive status shall continue for no more than one year.
3. Inactive status shall qualify a past employee to be certified as a name in addition to the five (5) open or three (3) promotional eligibles for a vacant position in the classification from which he was terminated.
4. All employee benefits shall not accrue during such inactive status and the employee shall not have continuity of service.

SECTION 6.11 INTRA-DEPARTMENTAL REASSIGNMENTS

A. Vacant Position
1. Employees in class to be notified of vacancy prior to filling of position by permanent or temporary appointment.
2. Interested employees shall apply for position to department head.

3. Applicants shall be interviewed for vacant position and shall be notified of results within five working days of interview.
4. Reassignments shall be made with the written concurrence of the department head.

B. Without Vacancy
1. Employees may make request and formally submit application for reassignment by applying to supervisor. Such application shall be made on a form provided by the City.
2. Reassignments between programs may be made by the department head.
3. Such reassignments shall be preceded by reasonable notice (two weeks) to the affected employees, except where emergency conditions preclude such notice.

SECTION 6.12 CLASSIFICATION STUDIES

A. The City retains the right to conduct and prepare classification studies. The City retains the absolute right to reallocate budgeted funds from vacant positions.

B. Whenever the City wants to revise a class specification, the following will occur:
1. The City will send a copy of the proposed revised class specification to TLEA both electronically (via e-mail to the union President) and by mailing a hard copy to the address specified for Union notices in Section 11.1.

2. TLEA will, within 14 days of the date that the revised class specification was sent, inform the City in writing (to the address identified in this agreement for the City to receive notices) whether it:

   a. agrees to the revised class specification; or
   b. wants to meet and confer over the proposed changes to it.

   If the parties reach an agreement on the revised class specification, it will then be submitted to the Civil Service Commission for review and then submitted to the Torrance City Council for final approval.

3. If TLEA informs the City that it wishes to meet and confer, it will, within the same letter (requesting to meet and confer) inform the City of the dates within the next 30 days (from the date of the letter) that it is available to meet and confer.

4. Upon receipt of the request to meet and confer letter from TLEA, the City will inform TLEA of the dates that are available over the next 30 days to meet and confer.

5. The parties agree that they will try to reach an agreement as expeditiously as possible and hope that multiple meetings are unnecessary. However, given that an agreement may not occur, the parties agree to meet at least twice a week for at least four hours per meeting during the 30 day period after the City receives notification from TLEA of its request to meet and confer. The 30 day period (to negotiate over the class specification) may be extended if mutually agreed by both parties. In fact, since negotiations will also include compensation for the proposed classification, the parties agree to extend the negotiations by an additional 60 days (only if necessary - for a total of 90 days) for the purpose of negotiating regarding proposed compensation of the class specification. The parties agree that the first 30 days is to negotiate over the class specification itself and the additional 60 days is to give the parties the time to gather information on compensation and engage in meaningful negotiations regarding compensation of the class specification. For the additional 60 day period, the parties agree to meet as necessary to complete the process within that time frame.

6. If the parties reach an agreement on the revised class specification, it will then be submitted to the Civil Service Commission for review and then submitted to the Torrance City Council for final approval.

7. If at the end of 30 days for negotiations on the class specification and the additional 60 days for negotiations on proposed compensation days (or when either side believes negotiations are completed when mutually extended) the parties do not reach agreement on the revised class specification, the parties agree to resolve their impasse in accordance with this article, not the City's impasse procedure. Both parties specifically agree that this procedure is the sole and exclusive method for revising class specifications (including proposed compensation for the proposed classification) and that neither the City nor the Union can go trough the impasse resolution process to resolve differences over class specifications. The parties agree to utilize a Fact Finder in accordance with the following timeline:

   - Selecting a fact finder within 10 days:
     If the parties cannot agree on a fact finder within the same 10 day period, the parties will request a list from the State Mediation and Conciliation service of individuals qualified to serve as fact finders and shall engage in a striking process until a fact finder is chosen. (If using the State Mediation and Conciliation service, the parties will request "expedited availability-arbitrators" who have indicated they typically have at least five open dates within the 60-day period after appointment.)

   - Participating in the fact finding process 60 days:
     If the chosen fact finder cannot agree to be available to conduct the fact finding within 60 days of contact by both parties, the parties agree to immediately contact the last person stricken from the prior list. If that person is similarly not available to complete the fact finding within 60 days, the parties agree to contact the next person stricken until such time as one of the individuals on the list indicates that he or she can conduct and complete the fact finding within 60 days.

   - Preparing and submitting the final report by fact finder 30 days:
     The parties agree to inform the proposed fact finder, that according to their agreement, the fact finding report must be issued within 30 days.

   The 100-day fact finding period may be extended if mutually agreed by both parties. While 100 days is the agreed upon time frame for completion of the fact finding procedure, both parties recognize the need for flexibility. Therefore, days allotted for each segment of the procedure may be carried over to the next segment or borrowed from the next segment. At the end of the entire process, if additional time is required for the final report, either party may extend the segment by an additional seven days without consent.

8. Following the fact finding process, the City will submit the proposed revised class specification, individual positions by City and the Union, and the report of the fact finder to the Civil Service Commission for review and decision. The subject of compensation is not within the jurisdiction of the Civil Service Commission. As such, the Commission will not make any decisions regarding compensation. The decision of the Civil Service Commission (including the report of the fact finder and relevant material) will be submitted to the Torrance City Council for final decision. The Council's decision will include a decision regarding the proposed class specification and compensation based on the information (the report of the fact finder and relevant material) presented to it.

9. A maximum of four (4) revisions may be made to class specifications during the term of this agreement. Additional revisions to class specifications may be if mutually agreed by both parties.

10. By agreeing to the above procedure, the parties hope to expeditiously agree on or reach resolution of differences regarding class specifications.

C. In the event of a modification of a class specification, the City and the employee group will meet and confer with regard to the status of the incumbents and their hours, wages and working conditions. A permanent incumbent employee in a current classification covered by the agreement will not have wages and/or benefits reduced as a result of the above actions.

D. Either party may request a study of a particular position or series of positions during the life of this agreement. In any event, TLEA shall be notified prior to the studies.

SECTION 6.13 SUB-CLASSIFICATIONS (Section I Employees)

A. The class of Librarian shall have sub-classifications for the purpose of examination. These sub-classifications shall include:
   1. Reference
   2. Children's
   3. Cataloging

   The sub-classifications shall allow the establishment of individual eligible lists and shall further allow for the reassignment of personnel between sub-classifications.

SECTION 6.14 LAYOFF (Section I Employees)

A. Prerequisite to Layoff

   Whenever in the judgment of the City it becomes necessary in the interests of economy or, otherwise, for a position or positions to be eliminated, the City Council may abolish any position or positions covered by this agreement and release the employee(s) holding such position(s).

   1. No permanent employee shall be laid off from a position in a given class covered by this agreement until all temporary, recurrent, part-time, and non-promotional probationary employees in that class have first been laid off.

   2. This layoff procedure shall be restricted to those employees represented by this agreement and shall have no direct effect or bumping rights on any other employee representation unit, nor shall any other employee representation unit have bumping rights into this unit unless a reciprocal agreement is entered into by both representation units.

B. Order of Layoff

   In a class in which a layoff or reduction is to be made, the order shall be as follows:

   1. Individuals having two or more below satisfactory ratings within the preceding two years shall be laid off first.
   2. Individuals with satisfactory and above ratings shall be retained over those individuals with two or more below satisfactory ratings within the preceding two years.
   3. Within the order of layoff as described above, employees shall be released in inverse order of their seniority within the job classification, providing that the remaining employees have the demonstrated ability and qualifications to perform the remaining work within the sub-classifications specified in this agreement.

C. Order of Layoff

The first employees to be released shall be those who have been employed with the City less than six months. This reduction in forces shall occur in inverse order from date of hire. If a further reduction is necessary, employees shall then be released based upon the following consideration: past performance, then seniority and continuing department job skill need.

D. Bumping Rights

To avert being laid off, an employee with no more than one below satisfactory rating within the preceding two (2) years may use total seniority in all classes covered by this agreement in which the employee had previous permanent appointment during his present period of employment. The order of layoff shall then be as described per Subsection b).

E. Layoff Procedure

Management shall:

1. First advise the employee organization, and then advise the employees in the affected classes, that on a given date, the department will be required to reduce the number of employees in that class by a specific number. Such notice shall be given as far in advance as possible.
2. Post the order of layoff list with a copy of this section.
3. Employees designated for layoff shall have a reasonable period of time from the posting of layoff notices to request in writing that they be allowed to exercise their bumping rights.

F. Release and Recall List

Employees so released shall be placed on a recall list for the job held at time of release.

1. The list shall be split into two parts: exceeds expectation and competent.
2. Employees with "fails to meet standards" shall not be included for recall.
3. Within the "exceeds expectations" and "competent" categories, the employees will be listed in seniority order. Such seniority shall be based on total service to the Torrance Public Library.
4. The City and TLEA will meet and consult over the definition of the categories "exceeds expectations," "competent," and "fails to meet standards" used in the preparation of a Recall List.

G. Re-Employment

The names of persons laid off in accordance with the provisions of this agreement shall be entered upon a list in order of their seniority, except that employees with two or more below satisfactory ratings in the preceding two years shall be placed at the bottom of the list in seniority order.

1. Personnel shall develop the re-employment list and such list shall be used by the Civil Service Commission when a vacancy for that class is to be filled, before certification is made of an eligible list.
2. The appointing officer shall reinstate the one highest available on the re-employment list providing that these employees re-employed have the demonstrated ability and the qualifications to perform the work of that particular sub-classification specified in this agreement.
3. Names shall be carried on such list for a period not to exceed two (2) years from the date of separation from service, or until returned to original position in case of downgrade. Three (3) refusals shall result in being dropped from the list.
4. The employee shall not accrue benefits during the time of layoff and if re-employed, such layoff time shall be deducted in computing total service but shall not serve to interrupt continuous service.

H. Seniority

For purposes of this section, seniority shall be defined as total and continuous service pursuant to Section 17.72.2. Where two (2) or more employees have the same anniversary date with the City, seniority shall be decided in the following manner:

1. Where such employees were appointed from the same eligibility list, the employee whose name was lower on the list shall be the least senior employee.
2. Where such employees were not hired from the same eligibility list, seniority shall be decided by the date of promulgation of the eligibility lists.
3. Layoff from Other Representation Units
   a. In the event of a layoff in a classification not covered by this agreement, an employee who had previous permanent employment in a classification covered by this agreement shall have the same rights as employees covered herein; provided, however, that such an employee's seniority shall be based solely upon total service in classifications covered by this agreement.

SECTION 6.15 LAYOFF (Section II Employees)

A. Reduction in Staff

Whenever, in the judgment of the Library Department, it becomes necessary for a part-time position or positions to be eliminated, the department head may reduce staff and release the employees holding such position. Reasonable written notification of such reduction in staff shall be provided to TLEA and the effected employee(s).

B. Method of Reduction

The first employees to be released shall be those who have been employed with the City less than six (6) months. This reduction in forces shall occur in inverse order from date of hire. If a further reduction is necessary, employees shall then be released based upon the following consideration: past performance, then seniority and continuing department job skill need.

C. Release and Recall List

1. Employees so released shall be placed on a recall list for the job held at time of release.
   a. The list shall be split into two parts: exceeds expectations and competent.
   b. Employees with "fails to meet standards" shall not be included for recall.
   c. Within the "exceeds expectations" and "competent" categories, the employees will be listed in seniority order. Such seniority shall be based upon total service to the Torrance Public Library.
   d. The City and TLEA will meet and consult over the definition of the categories "exceeds expectations," "competent", and "fails to meet standards" used in the preparation of a Recall List.

D. Recall

1. When an opening occurs related to a job description where a recall list exists, the department shall use this list first for appointment.
   a. Priority shall be given to employees on the "exceeds expectations" list and then "competent" list.
   b. Within these two groups, selection shall be based on seniority.
   c. If a specific established job skill is required (i.e. driver's license, typing) and no one on the recall list meets those needs, the department head can proceed to recruit beyond the list.
   d. Such a list shall have a duration of one year. An employee may decline one offer of rehire. A second declination shall remove that individual from the recall list.
   e. Upon recall, the employee shall be rehired at an hourly salary rate equal to or greater than that rate previously paid; furthermore, previous service shall be credited for promotional consideration.

SECTION 6.16 SUNDAY HOURS LANGUAGE

A. The City plans to contract with a temporary Library Help agency to fully staff the Central Library on Sundays. This service will begin with the commencement of the school year in September 1986. With the inception of the plan, there will be no TLEA personnel required to work on Sundays. If in the evaluation of the City Librarian the temporary concept is not viable, the City agrees to meet with TLEA regarding Sunday hours. If for some reason, the temporary help concept does not work out, TLEA will be responsible for working no more than 30 Sundays during the course of this contract.

B. TLEA–AFSCME Local 1117 library full-time employees who work on Sundays will be paid their normal hourly wage at the rate of time and one-half, pursuant to provisions of the TLEA MOU. In addition, employees who work on Sundays shall be eligible for a "Sunday differential premium" of 10% for work on that day. Employees also have the option of taking the time as comp time, also paid at time and one-half. Hours of work on Sunday shall be 1:00 p.m. to 5:00 p.m.

C. Staffing on Sunday is on a voluntary basis. There will be no negative impact on performance evaluations for not volunteering to work on Sundays. However, Management may refer positively, if applicable, on performance evaluations, for Sunday work.

   A list will be circulated which shows all open Sundays no later than August 1. Employees who wish to work will be assigned in seniority order. Library employees will be given priority over contract employees.

D. Part-time library employees shall be paid their normal hourly rate for work on Sundays.

E. Employees who work on Sundays shall be eligible for a "Sunday differential premium" of 10% for work on that day.

F. Section 5.1.B.1 shall still be in effect for the Sundays in which the Library is not open as well as other days the library is closed.

SECTION 6.17 REMOVAL OF REPRIMANDS FROM PERSONNEL FILE

After two years an employee may request any written reprimands be removed from his/her file if standard performance evaluation is maintained during those two years.

SECTION 6.18 WORK RULE LANGUAGE

The City shall have written work rules for each Department. Such rules shall be transmitted to TLEA-AFSCME Local 1117 upon any revisions. No rules relating to wages hours, benefits and working conditions shall be changed or otherwise modified without meeting and conferring.

ARTICLE 7 - GENERAL PROVISIONS

SECTION 7.1 NON-DISCRIMINATION, EQUAL OPPORTUNITY, AFFIRMATIVE ACTION AND HARASSMENT

A. The City and TLEA–AFSCME Local 1117 support the concept of equal employment opportunity.

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

C. The City and TLEA–AFSCME agree that they will work to ensure a working environment free of discriminatory harassment.

D. If the employee has a complaint based on discrimination, he/she may make a complaint under Administrative Memo 18 or make a complaint to the Department of Fair Employment and Housing or The Equal Employment Opportunity Commission or file a grievance alleging a violation of the contract.

SECTION 7.2 MEMBER RELATIONS FUND

Every year on the first pay period of November, employees will be given a grocery certificate for $46.00 for groceries from the City & AFSCME Local 1117. The City will purchase and distribute the certificates and will include a joint letter of appreciation. Should the City purchase the gift certificates at a discount, the city will distribute the discounted amount proportionately to each member. Every year on the first pay period of October, the City will pay TLEA-AFSCME Local 1117 an amount equal to $1.00 per employee covered by TLEA-AFSCME Local 1117.

SECTION 7.3 JOB ACTION

A. The TLEA and its members agree that during the term of this Memorandum of Understanding, there shall be no strike, slowdown, blue flu, or other concerted job action.

B. In the event of an unauthorized job action, the City agrees that there will be no liability on the part of the Torrance Library Employees Association, provided the employee organization promptly and publicly disavows such unauthorized action, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations; and provided further, that the employee organization notifies the City in writing, within forty-eight hours after the commencement of such job action, what measures it has taken to comply with the provisions of this section.

C. In the event such actions by the employees' organization have not effected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action.

SECTION 7.4 ORIENTATION/MONTHLY MEETING

A. Management indicated a responsibility to maintain a formal departmental orientation program for new employees. Said orientation program shall include a review of the rights and obligations of both the employer and employee under this agreement.

B. Management and TLEA agree to meet monthly to discuss any issues which may be brought forward by either party. The meetings shall be on the fourth (4th) Thursday of the month at a time and location agreeable to both parties. Any meeting may be canceled or rescheduled by consent of both parties.

SECTION 7.5 MANAGEMENT RIGHTS

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

SECTION 7.6 EMPLOYEE RELATIONS LEAVE

An amount equal to 22 work shifts (or 198 hours for the combined TLEA and TLEA–AFSCME Local 1117 organization) per fiscal year shall be available for employees to participate in Employee Relations Leave outside the City. If the 198 hours are used up, and if there is a convention that requires the use of additional hours, impacted employees may ask their Department Heads for permission to use up to an additional three shifts (27 hours) with the concurrence of the City Manager or designee. This 27-hour amount is not subject to carry over if unused.

The City will track these costs and any amount requested over this amount may be taken, but employees must then use their own accrued time such as vacation or compensatory leave or attend meetings without pay. Unused hours from the previous year can be carried over and will be used first in subsequent years; however maximum shifts used in any one year can never exceed 30 shifts (or 220 hours). The three discretionary shifts subject to Department Head and City Manager approval cannot be carried over.

SECTION 7.7 WELFARE TO WORK

Duties normally performed by employees represented by AFSCME Local 1117, shall not be assigned to welfare recipients, welfare to work participants or any public, private or nonprofit organization using the services of welfare recipients. Such individuals shall displace no represented employees. Displaced shall be defined as partial displacement such as reduction in hours of work, wages or employment benefits.

SECTION 7.8 FAMILY-SCHOOL PARTNERSHIP LEAVE

The parties agree that they will adhere to the State Law (Labor Code Section 230.8) allowing 40 hours (a maximum of eight hours per month) of unpaid (however, employees may use accrued vacation or compensatory time) participation per calendar year to participate in children's school activities, including licensed day care. Employees are required to provide reasonable notice and, if requested, documentation.

SECTION 7.9 RELEASE TIME

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

Use of release time is necessary for the union to effectively operate. However, it is essential for efficient operations of City service that supervisors and managers are timely notified of the use of release time to ensure minimal impact to service delivery. For these reasons, the parties agree that release time will be provided in accordance with this article. The parties agree that employees will utilize the *Notification* of *Release Time* form to provide notice of their intention to use release time. Release time will not be unreasonably denied.

A. Meetings with Management:
The parties agree that there may be times that the Union may need to meet with a representative of management. This may include, but not be limited to, roundtable meetings, safety team meetings, meetings with department heads or managers, or for other purposes where management and the union agree to meet. For those meetings, union representatives will receive paid release time for the entire period of the meeting as well as one half hour prior to and one half hour after the meeting (inclusive of travel time).

B. Negotiations:
Employees will be provided with paid release time for the entire period of the negotiation session, as well as one (1) hour before and one hour after (inclusive of travel time).

C. Hearings:
Paid release time is available for time spent in hearings (PERB, discipline, grievances), preparing for hearings, and traveling to and from such hearings.

D. Meetings to Represent Employees:
There are numerous situations where employees in the union may seek representation, including, but not limited to, an administrative conference (i.e. a meeting with a City representative, after which an employee receives a notice of intent to discipline), or a meeting in which the employee has a reasonable belief that the meeting may lead to the imposition of discipline, or other meetings where representation is appropriate. Paid release time will be provided for employees' attendance at such meetings.

E. Executive Board Meetings/Union Elections:
For executive board members whose work schedule is such that they are scheduled to be working during general membership and/or executive board meetings, they are entitled to a total of two (2) hours per month of paid release time as well as one half hour prior to and one half hour after the meeting (inclusive of travel time). Employees who are required to staff polling sites for union elections shall be released with pay for said election. However, no more than two union representatives may be released at any one time for the purpose of staffing a polling site during elections for executive board members, contract ratification, or special elections.

F. Other:
An executive board member who is required to participate in the City's New Employee Orientation shall receive a maximum of up to one (1) hour per month of Release time, inclusive of travel time. In addition, an executive board member whose work schedule coincides with the Civil Service Commission or City council meeting shall be entitled to release time to participate in such meeting for the sole and limited purpose of addressing an item on the agenda related to the union.

It is required that employees who are using paid release time for the purposes defined in paragraphs A through F above will complete and submit the *Release Time form* (Attachment F). If such meetings are set more than 72 hours in advance, employees shall complete the release time form and submit it at least 48 hours prior to the time of the meeting (excluding days off/weekends/holidays). For those meetings that are set with less than 72 hours notice to the impacted employees, the Release Time form will be filled out and submitted as soon as it is practical. Executive board members are encouraged to submit one release time form for all board/membership meetings scheduled during the year. Releases shall only be for those employees requiring paid release time from actual scheduled hours of work.

G. Employees who desire to meet with their Union representative during work hours regarding union-related business (such as questions about rules, policies, MOU provisions, etc.) may be released from duty with the approval of their supervisor for such purposes. The parties intend that such meetings shall be 15 minutes or less in duration.

H. President's Release Time (Effective August 19, 2007):
While it is anticipated that the president of the union will utilize release time in accordance with this article for the reasons provided herein, the union president will also receive paid release time of two days per week to conduct other union activities necessary for the essential operation of the union as directed by the executive board of the union. The union president's release time will be on Tuesdays and Wednesdays. However, if a holiday falls on a Tuesday or Wednesday, the president shall receive release time on his/her next work day.

1. On the president's release days, the union president must be available by phone during the normal work hours. However, if the president must be out of the City on the designated release day, the president will provide notification to the City Manager or designee prior to the event, with a contact

phone number where he/she can be reached during business hours in case of a work-related inquiry, and an estimated time he/she will be out of the City. The union president will notify the City Manager or his designee upon return to the City of Torrance.

2. The president will use the appropriate charge codes on his/her timesheet for the union release days and will certify accurate all time entered on his/her timesheet for payroll purposes. The charge codes will be provided by the City Manager or designee.
3. In the event the president wishes to use his/her release day for a union-related activity on a day other than the days so designated, the president shall notify the City Manager or designee by the Thursday prior to the event for approval or as soon as practicable. Such approval will be based on the president's department's operating needs, and will not be unreasonably withheld.
4. Use of paid leave absences, such as for vacation and sick leave, by the union president on a release day shall not result in an additional union release day during the week.
5. If the union president on release time works any hours for City business above the number of hours in their regularly scheduled workday, he/she shall receive overtime.
6. On Tuesdays and Wednesdays, the union president shall report to his/her department in person at the beginning and end of the work shift. The president will utilize a log kept at the department to report his/her check-in/check-out time. The log will be forwarded to the City Manager's Office at the end of the pay period. If the president will be out of the City on either release day in accordance with Paragraph H.1 above, notification to the City Manager will be provided.
7. In the event the president takes a leave of absence from the presidency of the union in excess of 14 calendar days, these terms and conditions shall apply to the AFSCME Local 1117 Board approved acting union President. In addition, the union must provide the City Manager with at least seven (7) days notice of this leave of absence to minimize impact to operations.
8. When the union president's presidency ends, he/she shall return to the full scope of his/her previous job duties.

I. Additional release time may be purchased by the Union, with the approval of the City Manager, for union activities not contemplated in this article.

SECTION 7.10 SENIORITY

Seniority is used for several purposes in the City, including bidding for vacation, overtime, and shift assignments. In addition, seniority is also relevant for purposes of layoffs, as addressed in Sections 6.14 and 6.15. For purposes of bidding for overtime and shift assignments, seniority is defined as time in the particular employee's classification. For purposes of bidding for vacation leave, seniority is defined as hire date with the City of Torrance. In the case of two or more employees who were hired on the same date, the employees will flip a coin in the presence of the union president.

Effective January 1, 2008, Seniority will be defined as hire date with the City of Torrance for all purposes, including but not limited to, bidding for overtime and shift assignments, vacation and layoff. In the case of two or more employees who were hired on the same date, the employees will flip a coin in the presence of the union president.

ARTICLE 8 - SECURITY PROVISIONS

SECTION 8.1 MEMBERSHIP SERVICE FEE

A. The following agency shop provision shall apply to employees in all classifications listed in this agreement.

1. No later than thirty (30) days from the beginning date of employment each employee shall either become a member of Torrance Library Employees Association-AFSCME Local 1117 (hereinafter

referred to as TLEA) or pay to TLEA a service fee of ninety percent (90%) of the monthly dues and general assessments of TLEA.

Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues to a non religious, non labor charitable fund exempt from taxation under Section 501 c (3) of the Internal Revenue code, chosen by the employee from the below list of funds:

- Brotherhood Crusade
- United Way
- Mothers in Action

An authorization card will be distributed by TLEA-AFSCME LOCAL 1117 during the new employee orientation meeting.

a. The City will provide to TLEA AFSCME Local 1117 a listing of all new employees, their classifications, departments and department \division telephone numbers within two weeks of their hire date.

b. The City shall deduct the dues, service fee or charitable contribution from the check issued during the second pay period of each month of each employee in the bargaining unit as specified by TLEA-AFSCME under the terms contained herein.

c. The City shall also apply this provision to every permanent employee who transfers into this representation unit within 60 calendar days of the transfer.

d. TLEA-AFSCME LOCAL 1117 agrees to indemnify, defend and hold the City free and harmless from any and all liability and claims for damage by any persons including, but not limited to, employees in classifications covered by this agreement, regarding this section. It is also agreed that neither any employee nor TLEA-AFSCME LOCAL 1117 shall have made any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deduction were or should have been made.

e. Employee who has initially elected to pay a service fee or make a charitable donation instead of becoming a member of TLEA-AFSCME LOCAL 1117, and subsequently desires to become a member in good standing of said organization, may, without penalty, begin payment of full union dues beginning with the next payroll period and continue such membership during the effective life of this agreement.

f. Every employee represented by TLEA-AFSCME LOCAL 1117, upon hire by the City, shall be provided with a packet of information relevant to TLEA-AFSCME LOCAL 1117 membership and organizational activities. Such packet, prepared by TLEA-AFSCME LOCAL 1117, shall include the name of the employee organization president, and shall be approved by the City for relevant content prior to distribution.

g. TLEA-AFSCME LOCAL 1117 shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Manager or his designee of the City of Torrance, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of balance sheet and an operating

statement, certified as to its accuracy by its president and the secretary-treasurer or corresponding principal officer, or by a certified public account.

SECTION 8.2 DUES CHECKOFF

A. The TLEA is authorized to use payroll deductions for collecting employee organization dues, service fees, and insurance on a monthly basis. Management will provide all new employees with payroll deduction cards and agreed to information about TLEA. All present members of TLEA shall remain members of said employee organization during the effective life of this agreement provided, however, that there shall be an open period during the ninety calendar day specified in Section 14.8.12.e of the Torrance Municipal Code.

SECTION 8.3 STEWARDS

TLEA will submit to the Human Resources Department and City Manager a written list of employees who have been selected as stewards. Such list shall be transmitted to the Human Resources Department and the City Manager upon additions and/or deletions of stewards. The number of stewards assigned to the City work sites shall be determined by TLEA. The list shall be kept current by TLEA.

ARTICLE 9 - GRIEVANCES

SECTION 9.1 DEFINITION

A. 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 employees' wages, hours, and working conditions.

SECTION 9.2 SCOPE

A. 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.

B. (Section II only) This procedure shall be used to resolve every grievance for which no other methods or solution are required as provided by law; provided, however, that it shall not include a complaint arising from disciplinary action that involves demotion or discharge filed by an employee with less than 1040 hours of work at his/her job classification within the Torrance Library System.

SECTION 9.3 PROCEDURE

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

6. If a grievance is against a department head, the employee shall appeal in writing to the City Manager.
7. Copies of grievances filed at this level of the grievance procedure will be sent to the president of TLEA Local 1117.

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

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

D. Fourth Step: Arbitration
1. As soon as is practicable, and in no case later than ten (10) working days after receipt of an appeal, the City Manager or designee shall request a list of seven (7) names from the American Arbitration Association or State Mediation for list. The City shall alternate between the American Arbitration Association and State Mediation and Conciliation Service.
2. Representatives of TLEA-AFSCME and Management will select an arbitrator within three working days from receipt of the list. If agreement cannot be reached from among these names, each of the parties shall strike names from the list in rotation until only one name remains. Priority in striking shall be decided by the flip of a coin.
3. The decision of the arbitrator shall be final and binding. Such decision shall not add to or otherwise modify the language of this agreement.
4. Cost of arbitration shall be equally shared by the parties.

SECTION 9.4 GENERAL GRIEVANCE PROVISIONS

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

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

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

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

E. Management will notify TLEA-AFSCME of any grievance involving the terms and conditions of this Memorandum of Understanding.

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

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

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

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

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

ARTICLE 10 - MISCELLANEOUS

SECTION 10.1 TRAINING

A. Both Management and TLEA agree as to the importance of developing leadership qualities among its officers. Management will be supportive to this end by making supervisory training opportunities available to TLEA through its ongoing program in this area. When assigning work schedules, management may give reasonable consideration to employees enrolled in school programs for the purpose of upgrading skills and furthering job advancement.

B. An amount of $1,000 shall be budgeted for the purposes of training for employees covered by this agreement. The procedure for allocating this amount to the employees shall be the sole discretion of TLEA. The approval of the expenditure is jointly implemented by both Management and TLEA. The Personnel Department is available as a referral for training resources. This amount may be carried over a maximum of two years or $2,000.

C. In addition, there will be a one-time amount added to the contract in the amount of $1,059 to be used for the purchase and distribution to it's members the "California Public Employee Relations Program" easy Reference Series Pocket Guides.

Additionally, an annual amount of $1000, shall be budgeted for the purpose of training employees covered by this agreement. The fund may be used for employee training, member relations and other employee enhancement programs. Training funds may also be used for purchasing materials, equipment or paying training personnel. Training or activities must be done on non-work hours, or when employees use leave time to go to training. TLEA-AFSCME Local 1117 will submit invoices to the City itemizing the disbursement request The City will have the right to review such disbursement request.

ARTICLE 11 – NOTICE

SECTION 11.1 NOTICE

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

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

B. Notices to Association. The address for all Notices, dues payments, written correspondence or any other documents hereunder given by City to Association shall be:

President
AFSCME Local 1117
P.O. Box 444
Torrance, CA 90508
(310) 944-4198

SECTION III SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Introduced, approved and adopted this ___ day of March 2011.

_____
Mayor of the City of Torrance

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By_____
Patrick Q. Sullivan
Assistant City Attorney

ATTACHMENT A (REVISED)

PROCEDURES AND RULES REGARDING LONG TERM DISABILITY PLAN AND PARTIAL DISABILITY

I. PURPOSE

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

II. DEFINITIONS

1. "Injury" means bodily injury caused by a non-industrial accident occurring while the employee is employed by the City.

2. "Sickness" means non-industrial sickness or disease causing loss of employment while the individual is employed by the City.

3. "Total Disability" means the substantial inability or physical incapacity of the employee to engage in his/her regular occupation or an occupation of similar compensation as a result of non-industrial sickness or injury.

4. "Partial Disability" means the substantial inability or physical incapacity of the employee to engage, except on a half-time basis, in his/her regular occupation or an occupation of similar compensation as the result of non-industrial sickness or injury.

5. "Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the disability.

III. BENEFITS UNDER THE CITY PROGRAM

1. Total or Partial Disability:

If an injury or sickness results in continuous total disability or continuous partial disability or combination of both, the employee while covered hereunder, who requires "regular care and attendance", shall receive from the City the monthly benefit. The monthly benefit will terminate on the earliest of:

a. The date of death of the employee;

b. The date benefits have been incurred for the maximum benefit period;

c. The date the employee retired (provided, however, that the employee shall receive a total of the monthly benefit related to a combination of both retirement and long term disability benefits if totally or partially disabled to the normal expiration of benefits);

d. The date the employee ceases to be totally or partially disabled;

e. The date specified in a settlement agreement between the employee and the City.

The employee shall be eligible for benefits as noted below:

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

2. Recurrent Disability:

a. If, following a period of disability due to sickness or injury, for which the Monthly Benefit was payable under the program, the employee shall resume duties of his or her regular occupation for a continuous period of one year or more, any subsequent disability resulting from or contributed to be the same cause or causes shall be considered as a new period of disability.

b. If the injured employee resumes the duties of his/her regular occupation for less than one year period of time, the following shall apply:

1. A subsequent disability resulting from the **same cause** shall be considered a continuation of the original incident. The employee shall be eligible for the length of time specified in the Long-Term Disability Benefit section of the Resolution less that amount of time previously utilized for the same incident.
2. An employee who sustains a subsequent disability resulting from a **new cause** shall be eligible for one month of benefits for each two months of service worked in the intervening period of time plus any earned time remaining from the initial incident.

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

IV. REDUCTIONS

1. The monthly benefit otherwise provided under this program for any period shall be reduced by any amount received by or due to be received by the employee from the following sources for the same period so that the total combined amount shall not exceed the employee's base pay:

a. Any State or Federal Government Disability or Retirement plans;
b. Salary or wages paid by the employer or other employer;
c. Worker's Compensation or any similar law;
d. Any total disability and total and permanent disability provisions of any insurance policy; and
e. Unemployment insurance.

V. TERMINATION OF COVERAGE

1. The coverage of any employee shall terminate on the earliest of the following dates:

a. The date the program is terminated by mutual agreement of the employee groups and the City of Torrance;
b.[1] The date the employee leaves or is dismissed from the employment of the employer, is retired or leaves the representation groups covered by the Master Resolution.
c. The date of entry of the employee into military service except for temporary duty of 30 days or less.

2. Such termination shall be without prejudice to any pre-existing total disability claim of the employee except as agreed to between the parties in settlement.

VI. EXCLUSIONS

1. The program does not cover disability:

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

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

ATTACHMENT B
CATASTROPHIC LEAVE PROGRAM
(revised 1998)

Purpose

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

Policy

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

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

Donated hours may be used under the following situations:

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

Procedures / Guidelines for Using Catastrophic Leave

1. Leave of Absence paperwork[2] must be submitted to the Human Resources Department. It should include medical certification of a serious health condition per the FMLA guidelines and the dates the employee expects to be absent. The leave must be approved by the Department Head and the Human Resources Director.

2. Verification of illness or injury of the employee or qualifying family member must be provided in writing by the treating physician on the City provided forms.

3. The employee or representative makes a request for catastrophic leave donations to the employee's department. The City Manager's Office is then notified and advertises the donation request via e-mail.

4. The period of absence will be determined by the written verification of the employee's or family member's physician and will not be based on the number of hours donated.

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[2] Leave of Absence paperwork consists of "Request for Leave of Absence" form and either a form from the insurance provider (for personal illness) or a "Family Medical Certification" form (for family illness).

5. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one year period, as is allowed by the Family and Medical Leave Act.

6. Employees must exhaust all personal leave hours (vacation, sick leave, etc.) prior to using any donated hours.

7. Employees will not accrue vacation, sick leave, or service time while using donated hours.

8. Donated hours may not be converted to cash ("cashed down").

9. The catastrophic leave bank will be closed and no further donations will be accepted under the following conditions:

   - The ill/injured employee returns to work full time, or
   - The 12 weeks of Family Leave have been exhausted, or
   - The ongoing, intermittent treatment program has been completed.

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

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

Procedures / Guidelines for Donating Hours

1. Employees who wish to donate eligible leave hours must complete a Catastrophic Leave Bank Transfer Authorization form.

2. Donations of Catastrophic Leave hours are made on a voluntary basis.

3. All donated time must be in increments of one hour or more.

4. Donations of leave hours, once used, are irrevocable and become part of the receiving employee's leave bank.

5. Employees with less than 40 hours of sick leave may not donate sick leave hours. This provision may be waived by the City Manager if a donating employee has given notice of terminating employment with the City and there is a current qualified Catastrophic Leave Bank recipient.

Confidentiality

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

ATTACHMENT C

REQUEST FOR RELEASE TIME FORM

In accordance with your MOU, the City and the Union have agreed to utilize this form for the use of all release time.

Instructions: Please send a copy of this completed form (e-mail acceptable) to:

1. Your immediate supervisor
2. City Manager designee (Releasetime@Torranceca.gov)
3. President, AFSCME Local 1117

Date Form Submitted: _____

Employee Name: _____

Immediate Supervisor: _____

Department/Division: _____

Release Date(s) Requested: _____

Scheduled Meeting Time(s): _____

Location of Meeting: _____

Purpose (check appropriate box)

- ☐ Negotiations/Meetings with Management
- ☐ Hearings
- ☐ Meetings to Represent Employees
- ☐ Executive Board Members (TME-TLEA-AFSCME only)
- ☐ Other (Executive Board Member attendance at New Employee Orientation, Civil Service Commission Meeting, or City Council Meeting)

Signature Line for Supervisor: _____

Employee Signature: _____

Attachment C

MEMORANDUM OF UNDERSTANDING

CROSSING GUARD EMPLOYEES

2011 - 2012

A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE CROSSING GUARD EMPLOYEES.

An Agreement of the undersigned representatives of the Crossing Guard Employees and the representatives of the City of Torrance (City) that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions for the period of March 8, 2011 through June 30, 2012, and was reached through agreement of the undersigned parties.

Signed this ____ day of March 2011.

Management	Crossing Guards
_____	_____
_____	Dave Wallace
_____	Kenneth R Evans

RESOLUTION 2011-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH THE WAGES, HOURS AND WORKING CONDITIONS FOR CROSSING GUARD EMPLOYEES FOR THE PERIOD FROM JULY 1, 2008, THROUGH JUNE 30, 2010, AND REPEALING RESOLUTION NO. 2008-106.

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

SECTION I

That Resolution No. 2008-106 is hereby repealed in its entirety.

SECTION II

The following compensation procedure for Crossing Guard Employees is hereby approved in its entirety to read as follows:

ARTICLE 1 - INTRODUCTION

SECTION 1.1 PREAMBLE

The following is the agreement regarding wages, hours and working conditions between the representatives of Management and the Crossing Guard employees. Each section of this agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 METHODS OF COMPENSATION

The method and time of compensation payments shall be at the discretion of the City provided; however, that compensation shall be computed and paid on a per hour basis no less frequently than biweekly.

SECTION 2.2 SALARY RATES AND JOB TITLES

A. The following hourly salary rates are hereby assigned to the positions of the following jobs effective with the adoption of the Memorandum of Understanding:

HOURLY BASE PAY RANGE

Class Title Steps	1	2	3
Crossing Guard	11.07	11.65	12.92

SECTION 2.3 SALARY ADVANCEMENTS

A. Entrance Pay Rates

Original appointment shall normally be made at the first step. Upon recommendation of the Department Head and approval of the City Manager, initial compensation may be at a higher step in the range for the job based on the outstanding and unusual character of the employee's experience and ability above the general qualification requirements specified for the job.

B. Step Advancement within a Base Pay Range

Salary step advancement within a range shall be on the basis of having received a competent or better performance evaluation during the most recent rating period; advancement to Step 2 occurring no sooner than upon completion of one year of City Service as a Crossing Guard; and advancement to Step 3 occurring no sooner than upon completion of three years of City service as a Crossing Guard.

ARTICLE 3 - SUPPLEMENTAL BENEFITS

SECTION 3.1 UNIFORM PROVISIONS

The City shall pay a uniform allowance of $100, four times a year, to be paid in March, June, October and December of each year starting with the second year of service.

Additionally, new employees shall receive a uniform purchase allowance of $125 to be paid at the time of entrance to the position. Each new employee will also receive a voucher for up to $150 to be used toward the purchase of a uniform required for this position. Provided, however, that should the employee separate from the City in the first nine months of employment, one-half of the uniform purchase allowance shall be reimbursed by the employee to the City.

Rain gear will be provided as needed by the Police Department at no cost to the bargaining unit. All members of this bargaining unit must wear as a uniform requirement the Police Department's required head wear.

Failure to wear the required uniform shall be grounds for disciplinary action.

SECTION 3.2 AUTHORIZED LEAVE

Employees with more than two years of continuous service as a Crossing Guard shall be entitled to 25 hours per fiscal year of leave with pay, to be taken at a time mutually agreeable to the City and the employee.

Said leave must be taken on a fiscal year basis and shall not otherwise be accruable nor shall it have any monetary value if unused. The procedure for taking leave shall be prescribed by departmental rules and regulations.

All regularly assigned Crossing Guards (not substitutes) are entitled to four (4) hours pay on the Thursday and Friday of the week of spring break for the TUSD, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, Lincoln's Birthday and President's Day.

SECTION 3.3 GROCERY CERTIFICATES

Every year on the first pay period of November, employees will be given a grocery certificate for $125.00 for groceries from the City. The City will purchase the certificates and distribute the certificates.

SECTION 3.4 JOINT LABOR-MANAGEMENT TEAM

The parties agree to set up a labor/management committee for the purpose of exploring insurance options for the Crossing Guards. The committee will meet no less than two times during the term of this agreement. Either party may schedule a meeting with a two-week advance notice.

ARTICLE 4 - WORKING CONDITIONS

SECTION 4.1 HOURS OF WORK

Hours of work shall be at the discretion of the Department Head. (Regularly assigned employees shall be scheduled for a minimum of 20 hours per week.) Representatives of the Crossing Guards shall be consulted regarding any change in the scheduling policy which was in effect during Fiscal Year 1980-81.

SECTION 4.2 PERSONNEL

A. Each employee covered by this agreement shall receive a copy of all actions pertaining to him/her taken by the supervisor, the department or the City.

B. Representatives of the Crossing Guard employees shall be consulted regarding all policy-making decisions covering wages, hours and other conditions of employment. Crossing Guards do not waive any rights to meet and confer as allowable under the law.

Advance notice of all such meetings shall be presented to the Crossing Guard employees so that proper arrangements can be made for attendance. When attending said meeting, the employees representing the Crossing Guard employees shall be compensated at their regular hourly rate.

SECTION 4.3 INDUSTRIAL SAFETY

It is the responsibility of the City to make every reasonable effort to provide and maintain a safe and healthy place of employment. It is the responsibility of the Crossing Guard employees to support employee conformance to the safety rules and administrative policies of the City relating to safety, health and industrial injury.

Employees covered by this agreement shall receive temporary disability pay pursuant to the California State Labor Code, Section 4656 as amended, when a job-connected injury occurs.

SECTION 4.4 JURY DUTY

Any employee covered by this agreement who is duly summoned to attend any court, during the time regularly required for his office or employment, for the purpose of jury service shall be entitled while so engaged and actually serving, to his/her four weeks, provided that the jury fees shall be deposited pursuant to the provisions of administrative rules. Provided, however, that such time shall be allowed to an employee only for the minimum required by law.

SECTION 4.5 EMPLOYEE INFORMATION

A. The City and the Crossing Guard employees agree that both parties have a crucial role in the development and implementation of equal opportunities. Both parties mutually accept responsibility for carrying out these provisions of this agreement.

B. The parties agree to cooperate actively and positively in supporting the concept of affirmative action designed to accomplish equal opportunity for all employees and to seek employment situations. The City agrees to provide encouragement, assistance and appropriate training opportunities so that all employees may utilize their abilities to the fullest extent.

C. The provisions of this agreement shall be applied equally to all employees in the representation unit without discrimination as to age, sex, marital status, race, color, creed, religion, sexual orientation, national origin, handicap, union affiliation or political affiliation.

SECTION 4.6 BEREAVEMENT LEAVE

Each employee covered by this agreement shall be entitled to up to three working days bereavement leave without pay. Said bereavement leave is without penalty of loss of job. Additional leave without pay shall be granted for an out of state death.

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, stepchild, grandparents or grandchildren.

SECTION 4.7 PERFORMANCE EVALUATION

There shall be twice per school year a performance evaluation of each employee covered by this agreement based on the anniversary date of hire or rehire. Performance shall be rated as "exceeding expectation," "competent," or "fails to meet standards."

SECTION 4.8 SENIORITY

Newly appointed crossing guards will be placed on substitute status until a permanent position becomes available. Assignment to a permanent post will be done by seniority.

SECTION 4.9 DEFERRED COMPENSATION

A. Employees covered by this agreement who participate in the City's mandated deferred compensation plan under Plan B, and who reach a total of $5,000 in the plan, will be able to avail themselves of more investment options.

B. Eligible incumbents as noted in a) must contact the City Treasurer's Office in order to begin participating in additional options.

SECTION 4.10 STATE DISABILITY INSURANCE PROGRAM

Crossing Guards shall be made part of the State Disability Plan. Premiums for this plan will be deducted out of the employees pay check and forwarded to the State disability program. Subject to verification and approval by the appropriate state agency.

ARTICLE 5 - GRIEVANCES

SECTION 5.1 DEFINITION

A grievance is a complaint by one or more employees concerning the application or interpretation of the provisions within the scope of this agreement affecting the employee(s) wages, hours and working conditions.

SECTION 5.2 SCOPE

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

SECTION 5.3 PROCEDURE

A. First Step: Supervisory Level
   1. The aggrieved employee(s) shall meet and consult with the employee's immediate full time supervisor
   2. The grievance may be presented orally or in writing.

B. Second Step: Division Head Level
   1. If the grievance is not resolved within five working days of the proceedings in Step 1, the employee(s) may appeal to the Division Head.
   2. Forms to file such a grievance are provided by the City.
   3. The aggrieved employees(s) and/or representative shall meet and consult with the employee's Division Head.

C. Third Step: Department Head Level
   1. If the grievance is not resolved within five working days of the completion of Step 2, the employee(s) may appeal to the Department Head.
   2. Forms to file such a grievance are provided by the City.
   3. The aggrieved employee(s) and/or representative shall meet and consult with the employees Department Head.

D. Fourth Step: Advisory Arbitration
   1. If the grievance is not resolved in Steps 1, 2 or 3, and involves discharge, the employee may, within five working days of completion of Step 3, present the grievance in writing to the Employee Relations/Personnel Director for processing for advisory arbitration. Failure of the employee to take this action will constitute termination of the grievance.
   2. The scope of advisory arbitration of a grievance shall be limited to disciplinary discharge.
   3. Within five working days after receipt of an appeal, the City Manager shall call the parties together for the selection of the advisory board.
   4. The advisory board shall be made up of one member chosen by Management and another chosen by the aggrieved employee and a third who will be chairman. The third member of the board shall be impartial, and if the parties cannot agree upon the chairman, the chairman shall be selected from a list of nine names submitted by the American Arbitration Association or the State Conciliation Service. If the 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.
   5. The recommendation of the board shall be made to the City Manager and shall be only advisory. A copy shall be provided to the employee(s).

SECTION 5.4 GENERAL PROVISIONS - GRIEVANCES

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

B. A grievance shall be considered untimely if not presented by the employee(s) within thirty calendar days of the alleged grievance.

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

D. The aggrieved employee(s) and representative shall be allowed reasonable time to participate in the grievance proceedings without the loss of pay for the time so spent.

E. Cost of the arbitrator shall be shared equally by the City and the grieving employee(s).

ARTICLE 6 - SECURITY PROVISIONS

SECTION 6.1 DUES CHECKOFF

Crossing Guards are authorized to use payroll deductions for collecting employee organization dues and insurance on a monthly basis.

A. The following agency shop provision shall apply to employees in all classifications listed in this agreement.

   1. No later than thirty (30) days from the beginning date of employment each employee shall either become a member of the Crossing Guards or pay to the Crossing Guards a service fee

of ninety percent (90%) of the monthly dues and general assessments of the Crossing Guards.

Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues to a non religious, non labor charitable fund exempt from taxation under Section 501 c (3) of the Internal Revenue code, chosen by the employee from the below list of funds.

- Brotherhood Crusade
- United Way
- Mothers in Action

An authorization card will be distributed by the Crossing Guards during the new employee orientation meeting.

B. The City will provide to the Crossing Guards a listing of all new employees, their classifications, departments and department \division telephone numbers within two weeks of their hire date.

C. The City shall deduct the dues, service fee or charitable contribution from the check issued during the second pay period of each month of each employee in the bargaining unit as specified by the Crossing Guards under the terms contained herein.

D. The Crossing Guards agrees to indemnify, defend and hold the City free and harmless from any and all liability and claims for damage by any persons including, but not limited to, employees in classifications covered by this agreement, regarding this section. It is also agreed that neither any employee nor Crossing Guards shall have made any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deduction were or should have been made.

E. Any employee who has initially elected to pay a service fee or make a charitable donation instead of becoming a member of the Crossing Guards and subsequently desires to become a member in good standing of said organization may, without penalty, begin payment of full union dues beginning with the next payroll period and continue such membership during the effective life of this agreement.

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

G. The Crossing Guards shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Manager or his designee of the City of Torrance, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of balance sheet and an operating statement, certified as to its accuracy by its president and the secretary-treasurer or corresponding principal officer, or by a certified public account.

ARTICLE 7 - GENERAL PROVISIONS

SECTION 7.1 JOB ACTION

A. The Crossing Guards agree that during the term of this Memorandum of Understanding there shall be no strike, slowdown, blue flu or other concerted job action.

B. In the event of an unauthorized job action, the City agrees that there will be no liability on the part of the Crossing Guards, provided the employee organization promptly and publicly disavows such unauthorized job action, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations and provided further that the employee organization notifies the City in writing within forty-eight (48) hours after the commencement of such job action what measures it has taken to comply with the provisions of this section.

C. In the event such actions by the employee organization has not affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action.

SECTION 7.2 EMPLOYEE STATUS

For the purpose of step advancement and supplemental benefits, the determining factor shall be date of hire, not hours worked.

ARTICLE 8 - EFFECTIVE DATES

SECTION 8.1 PROVISION EFFECTIVE

This Agreement shall be effective from March 8, 2011, through June 30, 2012.

SECTION III SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

INTRODUCED, APPROVED AND ADOPTED this ____ day of March 2011.

_____
Mayor Frank Scotto

ATTEST:

_____
Sue Herbers, CMC
City Clerk

APPROVED AS TO FORM:
John L. Fellows III, City Attorney

By:_____
Patrick Q. Sullivan, Assistant City Attorney

Attachment D

RESOLUTION NO. 2011 - ___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE IMPLEMENTING GOVERNMENT CODE SECTION 20636(c)(4) PURSUANT TO SECTION 20691 RELATING TO EMPLOYER PAID MEMBER CONTRIBUTIONS TO PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) FOR TORRANCE MUNICIPAL EMPLOYEES (TME-AFSCME)

WHEREAS, the governing body of the City of Torrance has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Torrance has a written labor policy or agreement which specifically provides for the normal member contributions to California Public Employees Retirement System (CalPERS) to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Torrance of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Torrance has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of **Torrance Municipal Employees (TME-AFSCME)** hired prior to the effective date of this Resolution.
- This benefit shall consist of paying **100%** of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable [excluding Government Code Section 20636(c)(4)] as additional compensation.
- This benefit shall consist of paying **zero percent (0%)** of the normal member contributions as EPMC for all employees hired after February 1, 2011.
- The effective date of this Resolution shall be March 8, 2011.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Torrance elects to elects to pay and report the value of EPMC, as set forth above.

Introduced, approved and adopted this 8th day of March, 2011.

_____
Frank Scotto, Mayor

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

ATTEST:

by _____
Patrick Q. Sullivan, Assistant City Attorney

_____
Sue Herbers, City Clerk

Attachment E

RESOLUTION NO. 2011 - ___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE IMPLEMENTING GOVERNMENT CODE SECTION 20636(c)(4) PURSUANT TO SECTION 20691 RELATING TO EMPLOYER PAID MEMBER CONTRIBUTIONS TO PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) FOR TORRANCE LIBRARY EMPLOYEES ASSOCIATION (TLEA)

WHEREAS, the governing body of the City of Torrance has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Torrance has a written labor policy or agreement which specifically provides for the normal member contributions to California Public Employees Retirement System (CalPERS) to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Torrance of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Torrance has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of **Torrance Library Employees Association (TLEA)** hired prior to the effective date of this Resolution.
- This benefit shall consist of paying **100%** of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable [excluding Government Code Section 20636(c)(4)] as additional compensation.
- This benefit shall consist of paying **zero percent (0%)** of the normal member contributions as EPMC for all employees hired after February 1, 2011.
- The effective date of this Resolution shall be March 8, 2011.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Torrance elects to elects to pay and report the value of EPMC, as set forth above.

Introduced, approved and adopted this 8th day of March, 2011.

_____
Frank Scotto, Mayor

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

ATTEST:

by _____
Patrick Q. Sullivan, Assistant City Attorney

_____
Sue Herbers, City Clerk