Council Meeting of
April 12, 2011

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

Members of the Council:

SUBJECT: Adopt RESOLUTION pursuant to Memorandum of Understanding setting forth hours, wages, and working conditions for Torrance Professional Park & Recreation Employees Organization (TPPREO).

RECOMMENDATION

Recommendation of the City Manager that City Council adopt **RESOLUTION** pursuant to Memorandum of Understanding setting forth the hours, wages, and working conditions for employees represented by the Torrance Professional Park & Recreation Employees Organization (TPPREO) for the period of April 12, 2011 to June 30, 2012, and repealing Resolution No. 2010-110.

Funding

None.

BACKGROUND/ANALYSIS

On November 9, 2010, Your Honorable Body approved a new MOU with the Torrance Professional Park & Recreation Employees Organization (TPPREO) for the period of November 9, 2010 to June 30, 2011. TPPREO requested that a Continued Discussion section be added to include the potential implementation of a Retirement Health Savings Plan (RHSP) during the term of the agreement. This is, once again, a no cost item to the City. If implemented, the RHSP will provide TCEA-represented employees with the opportunity to utilize a funding mechanism upon retirement to pay for qualified medical expenses such as monthly premiums, prescriptions and co-pays.

Since the adoption of the TPPREO MOU in November 2010, the City Council approved a new MOU with TME-AFSCME, TLEA and Crossing Guards with an expiration date of June 30, 2012. With the approval of the attached Resolution, the City will align all General Employee contracts with a term ending June 30, 2012. This term adjustment is

consistent with City Council direction and with prior MOUs. Staff must emphasize that there are no changes to wages or benefits.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By _____
Aram Chaparyan
Assistant to the City Manager

CONCUR:

_____
LeRoy J. Jackson
City Manager

Attachment: TPPREO 2011-2012 MOU

MEMORANDUM OF UNDERSTANDING

TORRANCE PROFESSIONAL PARK AND RECREATION EMPLOYEES ORGANIZATION (TPPREO)

2011- 2012

A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE PROFESSIONAL PARK AND RECREATION EMPLOYEES ORGANIZATION (TPPREO)

An Agreement of the undersigned representatives of the Torrance Professional Park and Recreation Employees Organization (TPPREO) 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 April 12, 2011, through June 30, 2012, and was reached through agreement of the undersigned parties.

Signed this 6 day of April, 2011.

Management	TPPREO
_____	_____
_____	_____
_____	_____

RESOLUTION NO. 2010-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE PROFESSIONAL PARK AND RECREATION EMPLOYEES ORGANIZATION (TPPREO), AND REPEALING RESOLUTION NO. 2010-110.

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

SECTION I

That Resolution No. 2010-110 is hereby repealed in its entirety.

SECTION II

The following Agreement between representatives of Management and the representatives of the Torrance Professional Park and Recreation Employees Organization (TPPREO) is hereby approved in its entirety to read as follows:

Article 1 – Introduction
Section 1.1 Preamble
Section 1.2 Management Rights

Article 2 – Compensation Provisions
Section 2.1 Pay Ranges and Class Titles
Section 2.2 Base Pay Range
Section 2.3 Salary Advancements
Section 2.4 Rate of Pay on Promotion
Section 2.5 Extended Steps
Section 2.6 [ ]
Section 2.7 Methods of Compensation
Section 2.8 Continuity of Service
Section 2.9 [ ]

Article 3 - Special Compensation
Section 3.1 [ ]
Section 3.2 [ ]
Section 3.3 Move Up Assignment
Section 3.4 [ ]
Section 3.5 Night Shift Premium
Section 3.6 [ ]

Article 4 – Benefits
Section 4.1 Holidays
Section 4.2 Vacation
Section 4.3 Sick Leave/Personal Leave
Section 4.4 Industrial Injury Leave
Section 4.5 Leaves of Absence
Section 4.6 Bereavement Leave
Section 4.7 [ ]
Section 4.8 Jury Duty
Section 4.9 Insurance
Section 4.10 Retirement
Section 4.11 [ ]
Section 4.12 [ ]
Section 4.13 [ ]
Section 4.14 [ ]
Section 4.15 Deferred Compensation
Section 4.16 [ ]
Section 4.17 [ ]
Section 4.18 [ ]

Article 5 - Hours of Work
Section 5.1 Hours of Work
Section 5.2 Lunch
Section 5.3 Breaks
Section 5.4 [ ]

Article 6 - Overtime
Section 6.1 Overtime Compensation
Section 6.2 [ ]

Article 7 - Conditions of Employment
Section 7.1 Probationary Period
Section 7.2 [ ]
Section 7.3 Selective Certification
Section 7.4 [ ]
Section 7.5 Inactive Status
Section 7.6 Classification Studies
Section 7.7 Layoff Provisions
Section 7.8 [ ]
Section 7.9 [ ]
Section 7.10 [ ]
Section 7.11 [ ]

Article 8 – Grievances
Section 8.1 Definition
Section 8.2 Scope
Section 8.3 Procedure
Section 8.4 General Grievance Provisions

Article 9 – General
Section 9.1 [ ]
Section 9.2 Non-Discrimination & Equal Opportunity
Section 9.3 Job Action
Section 9.4 [ ]
Section 9.5 [ ]
Section 9.6 [ ]
Section 9.7 [ ]
Section 9.8 Dues Checkoff

Article 10 – Miscellaneous
Section 10.1 Release Time
Section 10.2 Continued Discussions
Section 10.3 Shift in Representation Unit
Section 10.4 [ ]
Section 10.5 Professional Membership

Article 11 - Effective Dates
Section 11.1 Provisions Effective

Article 12 – Notices
Section 12.1 Notices

Attachment A - Catastrophic Leave Program

Attachment B - 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 representatives of Management and the Torrance Professional Park and Recreation Employees Organization. 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 service 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 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 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.

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 PAY RANGES AND CLASS TITLES

A) The following hourly pay ranges are hereby assigned to the classifications of the following classified service represented by TPPREO.

HOURLY BASE PAY RANGE

Classification Steps	1	2	3	4	5	6	7
Recreation Supervisor	24.43	25.67	26.95	28.30	29.01*	29.74*	30.46*
Sr. Recreation Supervisor	31.45	33.03	34.65	36.41	37.30*	38.27*	39.17*

*Extended step

SECTION 2.2 BASE PAY RANGE

A) Starting Pay Rates
Original appointment shall normally be made at the first step. Upon recommendation of the department head, and approval by the City Manager, initial compensation may be at a higher step 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 requirement specified for the class, or is required by a temporary shortage of applicants for the class involved. Further, those in the involved class who are receiving less than the new initial compensation rate shall have their rates of pay adjusted to such rate.

SECTION 2.3 SALARY ADVANCEMENTS

A) Step Advancement Within Base Pay Range
Base pay step advancement within a range shall be on the first day of the first pay period following the anniversary of each year of service to the maximum step of the base pay range subject to the employee having received at least a satisfactory rating at the most recent performance evaluation. 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, in the case of base steps, and two years, for extended steps.)

In the absence of a timely performance evaluation, the employee shall be deemed, for the purpose of this Section, to have a satisfactory performance for the immediate prior period.

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

B) Regular Pay

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

SECTION 2.4 RATE OF PAY ON PROMOTION

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

SECTION 2.5 EXTENDED STEPS

A) Effective September 25, 1988, employees hired between January 1966 and April 1968 who are currently on the top step of Recreation Supervisor shall immediately advance to the second extended step. At that time, all employees who have been on the top based step of either classification for one year as of September 25, 1988 shall advance immediately to the first extended step. Thereafter, section b) below shall apply with regards to timing.

B) 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. Such advancement shall be subject to a performance evaluation average of standard or better during the intervening time. If the performance average is less than standard, the two preceding performance evaluations must be standard or better before step advancement.

C) Evaluation
A below standard performance evaluation is 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.

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

SECTION 2.6 [ ]

SECTION 2.7 METHODS OF COMPENSATION

Compensation shall be paid on a per hours basis.

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

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

SECTION 2.8 CONTINUITY OF SERVICE

Service requirements for advancement within the pay range, longevity pay, merit steps, holidays and vacation shall be based on continuous and total service as a regular employee.

A) Leaves of absence without pay of less than 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 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 working days in any calendar month shall be deducted from total service and may at the discretion of the City Manager interrupt continuity of service.

SECTION 2.9 [ ]

ARTICLE 3 - SPECIAL COMPENSATION

SECTION 3.1 [ ]

SECTION 3.2 [ ]

SECTION 3.3 MOVE UP ASSIGNMENT

A) The objective of this section is to provide an equitable manner of paying employees for work done and responsibilities assume 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 permanent, nonprobationary employee may be assigned by the Department Head or his/her designee to do the work of the absent employee. For further information refer to Department Policy #13.

   2) The assigned employee need not possess the minimum qualifications for the position of the absent employee unless the move up position requires a special license or certificate to perform the work.

   3) An employee with a below standard evaluation for the preceding six months will not be considered. In addition, employees will not be considered if they have less than satisfactory performance due to current disciplinary action.

In the absence of a performance evaluation for the last period, the employee's performance shall be considered standard for the purposes of this section.

4) The Department Head or his/her designee may permit the position to remain temporarily vacant, if in the opinion of the Department Head or his/her designee, the public health, welfare and safety are not jeopardized.

5) The employee may not decline move up if there are no other employees certified as capable of performing work determined by the Department Head or his/her designee as vital to the department.

6) The employee may decline the assignment only subject to e)5) 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 assignment shall not exceed 90 days.

2) If the work is not performed in a satisfactory manner, the Department Head or his/her designee may remove the employee who has moved up and replace them with another move up assignment or leave the position unfilled.

D) No probationary period credit
Time served by an employee to a higher class under the provisions of the Section shall not be credited toward that employee's probationary period in the higher class.

E) Priority for move up assignments
Priority for move up assignments shall be determined in the following manner:
1) A rotational order shall be created for each classification subject to the following conditions
2) Each eligible employee shall be placed on the rotational roster according to their appointment date in their current position going from most senior employee to least senior employee. Such seniority may be adjusted due to unpaid leaves of absence, suspensions, etc.
3) There will be one rotational roster for each classification. However, move up will be offered to employees in the following order: Within the same section, division, then department in which the temporary vacancy occurs.
4) The moved up employee's name will be moved to the bottom of the rotational roster upon completion of the move up assignment.
5) Any employee who declines move up when it is their turn on the rotational roster shall forfeit their assignment and their name shall be placed on the bottom of the roster. The employee will not be eligible for move up again until their name again reaches the top of the roster.
6) In unique cases, and on a non-precedent basis, the above provisions for priority of move up may be modified by mutual written consent of all parties for a particular situation.

F) Absence of a moved up employee
If a moved up employee is absent, the next employee on the rotational roster may be moved up in their absence, subject to all provisions of this section

G) Move up pay for vacant positions
1) 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 lower step of the class or the lower step for such assigned position which will give the employee 5% or more than the current base salary of that employee, which ever is the higher within the based pay range for the class.
2) For the purposes of this Section, one half shift shall constitute a day.

SECTION 3.4 [ ]

SECTION 3.5 NIGHT SHIFT PREMIUM

All full-time employees covered by this agreement who are assigned to night shifts, shall be paid at 5% above their average base hourly salary. 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. Such premium shall not be paid on top of overtime pay.

SECTION 3.6 [ ]

ARTICLE 4 – BENEFITS

SECTION 4.1 HOLIDAYS

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

B) When the holiday listed in this Section occurs on a Saturday, the day immediately preceding such a holiday will be observed as the holiday. When a holiday listed in the 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 may take another day off.

C) A holiday shall be construed as nine (9) hours unless it falls on a Friday then it shall be eight (8) hours.

D) Employees shall receive, in addition to holiday pay, pay at time and one-half the regular hourly rate for hours required to work on any of the holidays expressly named in subsection a).

E) If an employee is scheduled to work on a holiday the employee shall be paid at the time and one half rate for all hours worked or the employee may receive compensatory time subject to department head approval.

F) For those employees with weekends which consist of a Saturday and Sunday, the following shall apply:
   1) If a holiday falls on a Saturday and the employee is scheduled to work the prior Friday, the holiday will be observed on Friday and the employee shall receive 8 hours holiday pay (New Years Eve and Christmas Eve shall be 4.5 hours).
   2) If a holiday falls on a Sunday, and the employee is scheduled to work the following Monday the holiday will be observed on Monday and the employee shall receive 9 hours holiday.

SECTION 4.2 VACATION

The references to and option to fund the RHSP and the existing language in this Section 4.2 is deleted as of December 31, 2007.

A) Employees covered by this agreement shall earn vacation as follows:
   1) The rate of 8.67 hours per month of service by each regular employee.
   2) Commencing with the 2nd year of service the rate of 8.67 hours per month of service by each employee.

3) Commencing with the 3rd year of service 10 hours per month of service by each employee.
4) Commencing with the 5th year of service at the rate of 12.67 hours per month of service by each employee.
5) Commencing with the 10th year of service and until the completion of twenty years of service, at the rate of 16.02 hours per month of service by each employee.
6) Commencing with the 21st year of service, at the rate of 17.34 hours per month of service by each employee.
7) Commencing with the 25th year of service, at the rate of 18.00 hours per month of service by each employee.

B) Eligibility
Only probationary or permanent employees who regularly work forty hours per week shall earn vacation and annual leave. Vacation shall be earned only while an employee is receiving compensation from or through the City and it shall be prorated on an hourly earned basis.

C) The time of taking vacation or annual leave shall be determined by the department head, subject to review by the City Manager. An employee may take vacation or annual leave only in increments of four hours or more.

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

E) Effect of Holidays
When an authorized holiday occurs during a vacation period or annual leave such days shall not be deducted from earned vacation or annual leave.

F) Effect of Separation
Any borrowed vacation or annual leave owed by a terminating employee shall be deducted from the employee's final pay, while any vacation owed to a terminating employee shall be added to the employee's final pay.

G) An employee, subject to Department Head approval, who has earned in excess of 160 hours of vacation leave, may receive pay from this excess to a maximum of 80 hours per fiscal year; provided, however that an employee must take at least 80 hours of vacation leave during that fiscal year (28 days prior notice must be given for such a request).

H) Maximum Accrual: An employee may accrue up to 500 hours.

I) All paid time off for vacation, annual, administrative leave is allocated on an hour by hour basis. Therefore, if an employee is off on a 9 hour day, the employee will be charged 9 hours. If an employee is off on an 8 hour day, the employee will be charged 8 hours.

Employees participating in the 9/80 work week schedule are encouraged to schedule their routine appointments on the designated day off.

J) No later than October 15 each year, those who wish to participate in the Retirement Health Savings Plan may irrevocably declare their intent to defer vacation balances. The amount to be deferred will be the hours over 500 hours in the employee's accrual balance as of October 15. The cash out will be made the first pay period in November. The deferral can be made in increments of 10% to 100% of the total vacation balances over 500 hours. Once the decision is made to defer a certain percentage, that decision is irrevocable.

SECTION 4.3 SICK LEAVE/PERSONAL LEAVE

The references to and option to fund the RHSP and the existing language in this Section 4.3 is deleted as of December 31, 2007.

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.
   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;
      a) 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 schedule during normal working hours constitute sick leave, provided that the employee gives advance notice and receives prior supervisory approval.
      b) Forced quarantine of the employee in accordance with community health regulations;
   2) Family illness or injury;
      Illness, injury or medical appointment of a member of the employee's immediate family which requires the employee's presence. Immediate family for the purpose of this section is defined as spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, step-father, step-mother, grandparents or grandchildren.
   3) Such time shall be deducted from the existing sick leave of the employee.

C) Accrual rate
   Permanent and probationary employees shall be granted sick leave in the following manner:
   1) Six hours for each month of service (prorated on an hourly worked basis using the formula of number of hours worked per month divided by 173.3) to a maximum of 500 hours of accrued sick leave.

D) Cash or Deferred Compensation Options
   1) The employee may select, in December or June of each year, to convert any sick leave granted but unused over 300 hours into cash or deferred income at the rate of one hours pay for each hour of unused sick leave. Such payments shall 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) No later than October 15 each year, those who wish to participate in the Retirement Health Savings Plan may irrevocably declare their intent to defer sick leave balances over hours into the plan. The amount to be deferred will be the hours over 500 hours in the employee's accrual balance as of October 15. The cash out will be made the first pay period in November. The payment can be made in increments of 10% to 100%, but once the election is made it is irrevocable

E) Sick Leave Standard

Use of sick leave shall not necessarily in and of itself constitute misuse. Sick leave use which exceeds the section/division/department standard and indicates the sick leave use is not related to a substantiated injury or illness and/or has a predictable pattern will initiate a review of sick leave usage and may lead to disciplinary action.

F) Notification of Sickness

1) To receive compensations 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) Employees may be required to furnish, after more than two consecutive working days, reasonable evidence including but not limited to a written statement from an attending physician, to substantiate a request for the use of personal or family sick leave.

G) Return From Sick Leave

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

H) 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 his regular day off, he shall be compensated in the same manner as for overtime. He may, however, be required to substantiate an illness by a written statement absence 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 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) Depleted Sick Leave

Employees who have insufficient sick leave accrued to cover their absence 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.

J) Conversion of Sick Leave Insurance

1) At the time of termination, except for disciplinary reasons involving public funds, after the appropriate years of service an employee covered by this agreement shall have his accumulated sick leave converted by the City into permanent income insurance on the following basis:
   a) After one (1) year of service, each hour of accumulated sick leave shall equal (one-fourth) ¼ hour pay;
   b) After seven (7) years of service, each hour of accumulated sick leave shall equal one-half (½) hour pay.
   c) At retirement, each hour of accumulated sick leave shall equal one hour for each hour accumulated.
2) Accumulated sick leave shall be converted into paid up life insurance on the basis that each hour of accumulated sick leave shall equal one hour for each hour accumulated 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 the employee organization, subject to consultation with Management.

K) Personal Leave
Two full work shifts of vacation leave per fiscal year may be requested of the supervisor to be used for personal leave for which no verification is required. This amount is deducted from vacation 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 vacation leave, is actually paid personal leave and is not part of vacation leave usage in and of itself.

L) All paid time off for sick leave is allocated on an hour by hour basis. Therefore, if the employee is off sick on a 9 hour day, the employee will be charged 9 hours. If the employee is off sick on an 8 hours day, the employee will be charged 8 hours.

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 TPPREO within seventy-two (72) hours of any industrial injury which causes the death or hospitalization of any member of the bargaining unit.

2) Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.

SECTION 4.5 LEAVES OF ABSENCE

A) Leave Without Pay
1) A leave of absence without pay not to exceed five (5) working days may be granted to any employee by the department head.
2) A leave of absence without pay for more than five (5) working days may be granted to any employee by the City Manager.
3) Notwithstanding any other provision of this contract, no leave or combination of leaves shall be granted for more than a total of eight (8) months.
4) An employee must have completed six (6) months of permanent employment with the City before being eligible for consideration of a medical leave of absence of more than 30 days.
5) A leave of absence without pay may be granted to any employee by the City for the purpose of accepting a temporary appointment to State, County, Federal or local agency.

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 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 subject to subsection d) or be terminated. The burden of medical evidence shall be upon the employee.

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) Military Leave of Absence
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 City service to enter the active service of the Armed Forces of the United States, and who subsequently is reinstated to a position previously held by him/her, shall be entitled upon completion of the following conditions to receive the rate of compensation at the step, including longevity, to which he/she would have been entitled had his/her service with the City not been interrupted by such Federal Service.
1) Employee makes a written application to the City within forty (40) calendar days following release from active military employment;
2) Employee furnishes the City, for its inspection, a certification 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 essential duties of such position.

G) 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 12 months and have worked for at least 1,250 hours during the 12 months period immediately preceding the commencement of the leave.
   b) Must have been permanently employed by the City on a half-time basis for at least 12 months and have been employed for at least 1,040 hours during the 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 or spouse 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 paragraph 1)a) above are entitled to a total of 12 work weeks during any 12-month period. Employees who meet eligibility under 1b above are entitled to a total of six work weeks during any 12-month period. The 12-month period for calculating leave entitlement will be a "rolling period" measured backward for 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 6.5.a)3).

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.

H) Educational Leave

A leave of absence may be granted by the City Manager for job related educational programs.

I) 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.

SECTION 4.6 BEREAVEMENT LEAVE

Each employee covered by this agreement shall be entitled up to 3 work shifts of bereavement leave with pay, per death of a covered family member. Additional leave, up to 2 work shifts may be granted by the department head due to a death which occurs out of state or in excess of 300 miles from the

borders of the City of Torrance. In the event there is a question of the distance from the borders of the City, a map from the Auto Club will be used. The City shall have the right to require verification from the employee.

A) Such bereavement leave shall apply to a death in the immediate family.
B) Immediate family shall have the same meaning as used with regard to family sick leave. Such bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused.
C) In addition, up to 1 work shift of this leave may be used per year for a relative not named in the sick leave listing, subject to verification by the department head.
D) For those employees participating in the 9/80 work week schedule, all paid time off for bereavement leave is allocated on an hour by hour basis up to 24 hours, or an additional 16 hours if out of state. If an employee is off on a nine-hour day, employees will be charged nine hours. If an employee is off an eight-hour day, the employee will be charged eight hours.
E) If the employee needs additional paid hours to provide for three days of bereavement leave or a additional two days for out of state deaths, the employee may supplement the hours from vacation leave or personal leave.

SECTION 4.7 [ ]

SECTION 4.8 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 this regular compensation, provided that he deposits his jury service fees pursuant to the provisions of Administrative Rules. Provided, however, that such time shall be allowed to an employee only once every three calendar years.

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

SECTION 4.9 INSURANCE

A) Medical Insurance

1) The City shall pay $97.00 (or the PERS statutory minimum) per month per employee for active and retired employee health insurance. The $97.00 (or the PERS statutory minimum) employer contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the $97.00 (or the PERS statutory minimum) cannot be used for any other purpose. This amount may be increased from time to time by statute.

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. The allocation of funds for these purposes are outlined in the matrix below.

	No Coverage	1 Party	2 Party	3 Party
PERS Mandated Amount	$0	By Statute	By Statute	By Statute
City Cafeteria Contribution	$0	Total - PERS Mandated Amount	Total - PERS Mandated Amount	Total - PERS Mandated Amount
Totals	$0	392.68	785.36	1020.96
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 $232.34. 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) The accumulated savings created by the active employee who does not participate in the PERS Insurance Plan will be reallocated within the Torrance Professional Parks and Recreation Employees Organization Memorandum of Understanding so long as it is for a one time only, nonrecurring benefit. The amount shall be computed by crediting the number of employees not participating in the program in a given month multiplied by $51. 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.

4) 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.

B) Long-Term Disability

1) Employees shall be covered by the commercial short-term disability (STD)/long-term disability (LTD) program 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 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.

The city intends to maintain a commercial disability policy which covers the employees to a maximum of 2/3 pay, to be coordinated with other benefits the employee may receive. If this coverage is no longer available, due to costs of premiums or other market fluctuations, the parties will meet and confer to arrive at a means of maintaining the level of benefit.

C) Premium Continuance

The City shall receive and forward to the health insurance carrier premiums of employees who retire after July 17, 1977 or spouse or dependents in case of death of an employee. Such payments shall be made only if authorized by the insurance plan and can continue only as long as

the insured forwards in a timely manner to the City the necessary premium amount. The City shall not in any way be held responsible if the insured fails to forward sufficient funds to pay such premium.

D) Employees covered under this agreement shall receive a life insurance policy in the amount of no less than $50,000 effective FY 2005-2007. If the premium for the policy shall increase 20% or more, then the City will reevaluate the coverage which is offered at no cost to the employee.

E) Dental Insurance
Effective January 1, 2006, all employees covered under this agreement will receive at no cost to the Association 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 Association 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

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

B) The City shall pay the employee's 7.0% contribution to PERS for employees of the Torrance Professional Park and Recreation Employee Organization.

C) The seven percent (7%) paid by the City is considered as employer-paid member contributions (EPMC) in accordance with Government Code § 20-023(c)(4).

D) Effective November 9, 2010, all new hires shall be responsible for the employee's contribution to PERS, currently 7% of pay.
   1) Section 4.10(C) would no longer be applicable to new hires after the effective date of this resolution.

E) 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.

F) PARS Defined Benefit Plan
   1) Employees covered through this Agreement may wish to establish a supplemental retirement system called PARS.
   2) PARS is a private retirement plan administered by Public Agency Retirement Services; and
   3) Employees covered through this Agreement may wish to utilize a percentage no greater than 3.5% from the pay grids set to go into effect on February 3, 2008 and/or February 1, 2009. If the program is implemented, then the pay grids will be adjusted to reflect the percentage used to fund the benefit. The election to develop a PARS benefit must be noticed to the City no later than six (6) months prior to the implementation of the new pay grids with the dates as outlined above.
   4) Further costs for the administration of the plan, such as actuarial studies and other expenses will be paid for from the plan itself and not by the City.

5) The employee organization further agrees that when conducting future salary surveys, the Torrance salaries will be increased by the total of percentage used for comparison purposes, along with any future pay adjustments, either up or down.
6) Any new classes moved into this agreement shall be subject to meet and confer for plan costing, surveys and other aspects of this agreement.

SECTION 4.11 [ ]

SECTION 4.12 [ ]

SECTION 4.13 [ ]

SECTION 4.14 [ ]

SECTION 4.15 DEFERRED COMPENSATION

A) Employees covered by this Agreement shall be eligible to participate in the following deferred compensation plans: 457 and Retirement Health Savings Plan. Rules of these plans are contained in the applicable Government Code Guidelines as well as the City's Plan documents on file with the City Treasurer. The references to and option to fund the RHSP and the existing language in this Section 4.15 is deleted as of December 31, 2007.

B) Retirement Health Savings Plan

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.

C) Effective August 10, 2003, employees covered by this agreement shall receive a non-matching deferred city contribution of $188.85 per calendar year. Beginning the pay period of August 10, 2003, there shall be 23 payments of $8.21 per pay period. Beginning June 27, 2004, there will be 26 payments of $7.26 per pay period.

SECTION 4.16 [ ]

SECTION 4.17 [ ]

SECTION 4.18 [ ]

ARTICLE 5 - HOURS OF WORK

SECTION 5.1 HOURS OF WORK

Employees covered by this agreement shall work a forty (40) hour work week. Work hours may be revised by a supplemental memorandum between the representatives of Management and the representatives of TPPREO. (Such a supplemental was adopted on February 1, 1994, Resolution No. 94-25.)

Effective February 6, 1994, Torrance City Hall will operate on a 9/80 closed schedule with the following hours of operation: Monday - Thursday, 7:30 a.m. - 5:30 p.m.; alternate Friday, 7:30 a.m. - 5:30 p.m.

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.

The City will continue to work toward the implementation of a modified work schedule in departments which do not currently operate under the 9/80 program.

SECTION 5.2 LUNCH

Employees covered by this agreement shall be entitled to a lunch period not to exceed one hour per regular workday or regular workshift subject to department rules developed to accommodate a flexible work schedule.

A) Such lunch periods shall be without pay, and may not be accumulated.
B) There shall be no restrictions on the employee during said lunch periods unless 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 BREAKS

Employees covered by this agreement may be allowed a fifteen minute rest period in accordance with departmental 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, not shall such rest periods have any monetary value if unused.
C) The provisions of this Section may be modified by a supplemental memorandum of understanding between the representatives of Management and the representatives of TPPREO to effectuate a flexible work hour concept.
D) Rest periods shall be taken at or near the worksite.
E) Abuses of the provisions of this Section will result in disciplinary action.

SECTION 5.4 [ ]

ARTICLE 6 – OVERTIME

SECTION 6.1 OVERTIME COMPENSATION

A) For overtime on a project that starts during the employees regular shift and continues into overtime the following shall apply:

1) Employees who are working on a project at the end of the work shift shall first be offered the overtime assignment. If the employee does not accept the offer of overtime then overtime will be offered to the employees in the same classification in accordance with their appointment date to that classification within the section/division/department.

B) Employees shall be compensated by pay at the rate of one and one half times the regular hourly rate of the employee for hours worked in excess of forty hours in one week. (Refer to Department Policy #14 for further information.)

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

C) An employee, subject to department head approval may select at his option to take compensatory time off at time and one-half for overtime worked. Such compensatory time can be accrued to a maximum of 80 hours.

D) Computation
1) Overtime shall be computed for actual time worked except that an employee called out after regular work hours for emergency work shall be compensated at the regular overtime rate for a minimum of two hours. (Three hours minimum between the hours of 12:00 midnight and 5:00 a.m.)

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

SECTION 6.2 [ ]

ARTICLE 7 - CONDITIONS OF EMPLOYMENT

SECTION 7.1 PROBATIONARY PERIOD

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

B) An employee's probationary period shall be extended if the employee is absent from the performance of his/her normally assigned duties in excess of ten cumulative working days during his/her probationary period for any leave of absence (except approved vacation), including, but not limited to, industrial injury, extended illness/injury, or light duty. The probationary period will be extended by the amount of time equal to the time absent.

SECTION 7.2 [ ]

SECTION 7.3 SELECTIVE CERTIFICATION

In the case of eligible open lists for classifications represented by TPPREO, management may request selective certification based upon current experience with the City. Absolute priority will be given to eligibles with current permanent experience with the City. The appointing authority, subject to notifying the representatives of TPPREO may pass over any such permanent certified employee for just cause subject to the grievance process. Secondary priority shall be given to current temporary experience.

SECTION 7.4 [ ]

SECTION 7.5 INACTIVE STATUS

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

A) Such a request must be made before the termination of an employee or within thirty days of such termination.
B) The inactive status shall continue for no more than one 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) No benefits shall accrue during such inaction status. The employee shall not have continuity of service.

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 and to update and revise class specifications.
B) In the event that the modification of a class specification shall result in the consolidation of two or more classes, the City and the employee group will meet and confer with regard to the impact to the incumbent employees.
C) A permanent incumbent employee in a current classification covered by this agreement will not have wages and or benefits reduced as a result of the above actions
D) The employee group agrees to encourage all members to participate in the class plan revision process. The employee group further agrees to be available as a resource in the City classification plan.

SECTION 7.7 LAYOFF PROVISIONS

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 employees shall be laid off from a position in any given class covered by this agreement until all temporary and non-promotional probationary employees in that class have first been laid off.

    It is the intent of the City to insure that permanent employees will be the last to be laid off. No permanent employee will be laid off until all similarly employed Federally subsidized employees in the department have 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 with satisfactory and above ratings shall be retained over those individuals with two or more below satisfactory ratings within the preceding two years.

2) Within the order of layoff as described above, employees shall be released in inverse order of their total seniority in all classes in which the employee had previous permanent appointment during his present period of employment.

C) Bumping Rights

1) To avert being laid off, an employee with no more than one below satisfactory ratings 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 Section 7.7(B).

2) In a class in which a layoff is about to occur, employees, in the order of seniority, shall have the option of:
   a) Leaving that class to bump into any class/position to which the least senior employee would be entitled; or
   b) Taking a layoff which otherwise would have affected the least senior employee.

3) A bumping employee does not need to have permanent experience in any lower class into which the bump occurs.

D) 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 class seniority list with the foregoing notice.
3) No less than three (3) days prior to the effective date of layoff, employees shall request, in writing, that they be allowed to exercise their layoff right as described in 2(b).
4) No less than two days prior to the effective date of layoff, employees designated for layoff shall request, in writing, that they be allowed to exercise their bumping rights. Such rights shall be limited to the rights which could be exercised by the least senior person being laid off.
5) Personnel Services will announce the order in which employees may exercise their foregoing rights.

E) Reemployment: 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 less than standard ratings in the preceding two years shall be placed at the bottom of the list in seniority order.

1) Personnel shall develop the reemployment list and such list shall be used by the Civil Service Commission when a vacancy for that class or any lower class is to be filled, before certification is made from an eligible list.
2) The appointment officer shall reinstate the one highest available on the reemployment list.
3) Names shall be carried on such list(s) 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, (whichever occurs soonest). Any three (3) refusals shall result in being dropped from the list(s).
4) Should any position involving all or substantially the same duties be reinstated or created within the two year period, the appointment officer shall reinstate the one highest available on the reemployment list for the corresponding classification.

5) 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.

F) Seniority: For purposes of this section, seniority shall be defined as total and continuous service pursuant to Section 2.8. 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.

G) Layoff from Other Representation Units: 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 7.8 [ ]

SECTION 7.9 [ ]

SECTION 7.10 [ ]

SECTION 7.11 [ ]

ARTICLE 8 – GRIEVANCES

SECTION 8.1 DEFINITION

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

SECTION 8.2 SCOPE

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 PROCEDURE

A) First Step: Supervisory Level
   1) The grievance must be presented in writing on a form provided by the City. The first section of the form must be completed fully by the employee or representative. If the form is not complete, it will be returned to the employee. If the grievant fails to set fourth with specificity the rule, policy, practice or procedure violated, the facts which support the alleged violation, the time the alleged violation occurred and the remedy sought, the grievance will be rejected and cannot be processed further. The employee(s) and/or the representative(s) must notify the supervisor when an issue is to be processed in accordance with this grievance procedure.
   2) The aggrieved employee(s) and/or a representative shall meet and consult with the employee's immediate supervisor.
   3) The immediate supervisor may ask for a superior to participate.

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

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

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

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

SECTION 8.4 GENERAL GRIEVANCE PROVISIONS

A) All time periods specified in this Section may be extended by mutual consent of the aggrieved employee(s) or his representative(s) and the Management representative involved. This extension must be done in writing.
B) The aggrieved employee(s) and representative(s) shall be allowed reasonable time to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.
C) Cost of arbitration shall be equally shared by the parties.
D) A grievance shall be considered untimely if not presented by the employee within 30 calendar days of the alleged grievance or within 30 days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.
E) All grievances must be on a form provided by the City.
F) The grievant is entitled to competent representation of his choice.
G) Employees are assured freedom from reprisal for using this grievance procedure.
H) An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance shall not in any way be coerced, intimidated or discriminated against. All parties participating in the grievance process shall be required to produce truthful information.
I) If the City fails to respond within the time lines as set forth above, or in good faith the grievant may proceed automatically to the next step.

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

ARTICLE 9 – GENERAL

SECTION 9.1 [ ]

SECTION 9.2 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A) The City and TPPREO support the concept of equal employment opportunity.
B) Neither the City nor TPPREO shall discriminate on the basis of age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union or non-union affiliation, or political affiliation.
C) The City and TPPREO agree that they will work to ensure a working environment free of discriminatory harassment.
D) This section is expressly non-grievable. Any violation will be redressed through the City Discrimination policy.

SECTION 9.3 JOB ACTION

A) TPPREO 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 TPPREO 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 employee organization has not affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action.

SECTION 9.4 [ ]

SECTION 9.5 [ ]

SECTION 9.6 [ ]

SECTION 9.7 [ ]

SECTION 9.8 DUES CHECKOFF

TPPREO is authorized to use payroll deductions for collecting employee organization dues, service fees, and insurance on a monthly basis.

ARTICLE 10 – MISCELLANEOUS

SECTION 10.1 RELEASE TIME

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

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

The parties agree that Employees will utilize the form attached to this agreement as Attachment B to provide notice of their request to use release time. Release time will not be unreasonably denied.

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

Employees will be provided with release time for the entire period of the negotiation session (including travel time from their worksite) as well as one half (½) hour before and one (1) hour after.

B) Hearings
Release time is available for time spent in hearings (e.g. PERB, discipline, grievances), preparing for hearings, and traveling to such hearings. It is expected that employees who are using release time for these purposes will complete and submit the Release Time form with sufficient notice to minimize impact to operations. If a hearing is set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance.

C) Meetings to Represent Employees
There are numerous situations where employees in the Association may seek representation, including, but not limited to, an Administrative Conference, investigation where the employee has a reasonable belief that the meeting may lead to the imposition of discipline, or other meetings where representation is legally appropriate. If such meetings are set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance. If such meetings are set with less than 48 hours advance notice, employees are required to complete the Release Time form and submit it as soon as possible.

D) Releases shall only be for those employees requiring release from actual scheduled hours of work.

SECTION 10.2 CONTINUED DISCUSSIONS

A) Management and TPPREO may continue to discuss the following:
- Retiree Health Savings Plan (RHSP)
- Parties agree to review Section 3.3 (move-up) assignments

SECTION 10.3 SHIFT IN REPRESENTATION UNIT

Any employees assigned to this representation unit by the Employee Relations Committee of the Civil Service Commission shall assume the benefits of this representation unit, with necessary changes to base compensation made accordingly.

SECTION 10.4 [ ]

SECTION 10.5 PROFESSIONAL MEMBERSHIP

In lieu of employee relations leave, employees covered by this agreement shall have their dues paid for approved professional organizations. Such dues shall not exceed $35.00 per year. Such may be increased if membership is required by the department head.

ARTICLE 11 - EFFECTIVE DATES

SECTION 11.1 PROVISIONS EFFECTIVE

This Agreement shall be effective from the date of its approval by the City Council and until June 30, 2012, unless superseded by a subsequent Agreement. Such agreement may be reopened for further meeting and conferring, and may be continued or modified by the consent of both parties.

ARTICLE 12 – NOTICES

SECTION 12.1 NOTICES

A) Notices to City

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

City Manager's Office
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
Attn: Chief Labor Negotiator

Fax: (310) 618-5891

B. Notices to Association

The address for all Notices hereunder given by City to Association shall be given in the following manner:

In January of each year the Association shall provide to the address shown in 12.1(A) above a listing of the officers of the Association. Included in that listing are those officers that are to be noticed per this section. Included shall be the mailing or e-mail address or both to be used for that notice. A fax number may be given if available. The list of officers for notice shall be updated by the Association every six (6) months.

C. Effectiveness

Any and all notices, demands or other communications ("Notices") required or desired to be given hereunder by either party shall be in writing and shall be validly given or made by any of the following methods:

1) By personal delivery;
2) By facsimile transmission if also deposited at the same time for delivery by United States mail in the manner described in Clause 3;
3) By deposit in the United States mail, certified or registered, postage prepaid; or
4) By delivery by a same day or overnight courier (e.g., Federal Express, etc.).

For Notices served personally or by courier, service shall be conclusively deemed made at the time of such personal service or refusal to accept service. Notice served by facsimile transmission shall conclusively be deemed to have been made as of the earlier of:

1) The first business day following the date of transmission to the facsimile number, if any, shown above, so long as the sender has reasonable confirmation of the receipt by the receiving facsimile machine of the facsimile transmission; or
2) The date of receipt or refusal of the concurrently mailed copy of the Notice.

If such Notice is transmitted by mail, such shall be deemed delivered upon actual delivery or refusal to accept delivery, addressed to the party to whom such Notice is to be given at the address set forth above. Any party hereto may change its address or facsimile number for the purpose of receiving Notices as herein provided by a written notice given in the manner as outlined in Section 12.1.B above to the other party or parties hereto. By following the methods as outlined for Notice, it will constitute notice given in accordance with this provision on the date received or refused.

SECTION III SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this 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 April 2011.

_____
Mayor of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By_____
Patrick Q. Sullivan
Assistant City Attorney

ATTEST:

_____
Sue Herbers, City Clerk

ATTACHMENT A

CATASTROPHIC LEAVE PROGRAM

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 credits (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 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 step children.

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[1] must be submitted to the Human Resources Department. It should include the nature of the illness 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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[1] Leave of Absence Paperwork consists of: "Request for Leave of Absence" form and either a "UNUM" 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.

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

Guidelines for Donating Hours

1) Employees who wish to donate eligible leave hours must complete a Catastrophic Leave Bank Transfer Authorization form.

2) Donation of Catastrophic Leave hours are made on a voluntary basis.

3) All donated time must be in increments of one hour or more.

4) Donation 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 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 B

REQUEST FOR RELEASE TIME FORM

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

Instructions: Please e-mail this completed form to **BOTH** Releasetime@TorranceCA.gov and your immediate Supervisor.

Date: _____

Employee: _____

Department/Division: _____

Release Date(s) Requested: _____

Scheduled Meeting Time(s): _____

Location of Meeting: _____

Purpose (check appropriate box):

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

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