

Council Meeting of  
July 18, 2006

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

**Members of the Council:**

**SUBJECT: A Resolution Setting Forth the Hours, Wages and Working Conditions for  
Torrance Recurrent Recreation Employees Organization (TRREO)**

**Expenditure: 2.5% total package from July 1, 2006, to February 28, 2007**

**RECOMMENDATION**

It is the recommendation of the City Manager that the City Council adopt the Memorandum of Understanding setting forth hours, wages and working conditions for employees represented by Torrance Recurrent Recreation Employees Organization (TRREO) for the period July 1, 2006 to February 28, 2007.

Funding

Funding is appropriated in the 2006-07 City budget wage reserve.

**BACKGROUND/ANALYSIS**

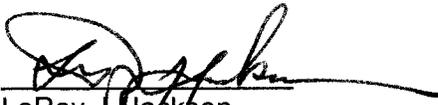
The 2006-2007 Memorandum of Understanding (MOU) came about after numerous discussions between the City's Labor Negotiator and the TRREO representatives. The MOU is an eight-month agreement and is within City Council's instruction.

Respectfully submitted,

LeROY J. JACKSON  
CITY MANAGER

By   
Olivia Lopez  
Sr. Management Associate

CONCUR:

  
LeRoy J. Jackson  
City Manager

Attachment: TRREO 2006-07 MOU



**MEMORANDUM OF UNDERSTANDING**

**TORRANCE RECURRENT RECREATION EMPLOYEES ORGANIZATION  
(TRREO)**

**2006 – 2007**

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

An Agreement of the undersigned representatives of the Torrance Recurrent Recreation Employees Organization (TRREO), and the representatives of the City of Torrance 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 July 1, 2006, to February 28, 2007, and was reached through agreement of the undersigned parties.

Signed this \_\_\_\_\_ day of July, 2006.

Management

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TRREO

*Peggy Haug*  
\_\_\_\_\_  
*Sandra Fawcett*  
\_\_\_\_\_  
\_\_\_\_\_



**RESOLUTION NO. 2006-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH WAGES, HOURS AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE RECURRENT RECREATION EMPLOYEES (TRREO) FOR THE PERIOD OF JULY 1, 2006, THROUGH FEBRUARY 28, 2007, AND REPEALING RESOLUTION NO. 2005-76.**

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

**SECTION I**

That Resolution No. 2005-76 is hereby repealed in its entirety.

**SECTION II**

The following compensation procedure for Torrance Recurrent Recreation Employees (TRREO) is hereby approved in its entirety to read as follows:



## **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 Recurrent 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.

## **ARTICLE 2 - COMPENSATION PROVISIONS**

### **SECTION 2.1 SALARY**

A) Starting Pay Rates:

For those originally hired prior to July 1, 1992 and subsequently rehired thereafter, appointment shall be made at the hourly rate as prescribed for the pertaining job title in Salary Schedule A.

For those hired July 1, 1992, and thereafter, appointments shall be at step 1 of the hourly rate as prescribed for the pertaining job title in Salary Schedule B.

B) Rate of Pay on Promotion:

For those hired prior to July 1, 1992, whenever an employee is promoted, the employee shall receive the hourly rate of compensation for the new job title in Salary Schedule A.

For those hired July 1, 1992, and thereafter, whenever an employee is promoted, the employee shall receive the base step of compensation for the new job title in Salary Schedule B or the step which provides the employee an increase in compensation.

C) Step Advancement:

Those individuals hired July 1, 1992 and thereafter, shall be on a step program for compensation purposes as outlined in Salary Schedule B. Step advancement within job title shall be upon the completion of 1000 hours. Whenever an employee is promoted they shall start at step one (1) of the new job title.

D) Employees hired before July 1, 1992, upon promotion shall remain with Salary Schedule A for the purpose of determining an hourly rate.

### **SECTION 2.2 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 2.3 SALARY RATES AND JOB TITLES**

For employees hired before July 1, 1992, the following hourly salary rates are hereby assigned to the positions of the following job titles effective June 25, 2006.

**SALARY SCHEDULE A:****BASE HOURLY SALARY**

| <b>Class Title</b>         | <b>Steps</b> | <b>1</b> |
|----------------------------|--------------|----------|
| Aquatics Instructor        |              | 13.80    |
| Instructor I               |              | 19.93    |
| Instructor II              |              | 24.89    |
| Lifeguard                  |              | 13.39    |
| Pool Cashier – Clerk       |              | 10.34    |
| Pool Locker Room Attendant |              | 8.54     |
| Pool Manager               |              | 18.51    |
| Pool Manager, Assistant    |              | 14.94    |
| Recreation Assistant       |              | 8.55     |
| Recreation Leader          |              | 10.34    |
| Recreation Leader, Senior  |              | 12.00    |
| Recreation Specialist      |              | 15.71    |
| Recreation Specialist II   |              | 19.93    |

For employees hired on or after July 1, 1992, the following hourly rates are hereby assigned to the positions of the following job titles effective June 25, 2006:

**SALARY SCHEDULE B:****BASE HOURLY SALARY**

| <b>CLASS TITLE</b>         | <b>STEPS</b> | <b>1</b> | <b>2</b> | <b>3</b> |
|----------------------------|--------------|----------|----------|----------|
| Aquatics Instructor        |              | 12.53    | 13.12    | 13.80    |
| Instructor I               |              | 18.07    | 19.00    | 19.93    |
| Instructor II              |              | 22.61    | 23.71    | 24.89    |
| Lifeguard                  |              | 12.15    | 12.72    | 13.39    |
| Pool Cashier - Clerk       |              | 9.38     | 9.85     | 10.34    |
| Pool Locker Room Attendant |              | 7.74     | 8.12     | 8.54     |
| Pool Manager               |              | 16.82    | 17.63    | 18.51    |
| Pool Manager, Assistant    |              | 13.57    | 14.24    | 14.94    |
| Recreation Assistant       |              | 7.75     | 8.14     | 8.55     |
| Recreation Leader          |              | 9.38     | 9.85     | 10.34    |
| Recreation Leader, Senior  |              | 10.88    | 11.45    | 12.00    |
| Recreation Specialist      |              | 14.24    | 14.94    | 15.71    |
| Recreation Specialist II   |              | 18.07    | 19.00    | 19.93    |

**ARTICLE 3 - SPECIAL COMPENSATION PROVISIONS****SECTION 3.1 OVERTIME COMPENSATION**

- A) Employees covered by this resolution 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 week.
- B) Overtime shall be computed for actual time worked except that an employee called out after regular working hours for emergency work shall be compensated at the regular overtime rate for a minimum of two hours.

- C) Employees under this agreement who work on the 4th of July and/or Thanksgiving Day shall be paid special holiday pay at the rate of one and one-half (1½) regular pay.

### **SECTION 3.2 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:**  
When an assignment becomes temporarily vacant due to absence or termination, that assignment shall be assigned to another employee by the Department Head or designee. (Pursuant to Department Policy #10.) An employee may decline a move up assignment.
- C) **Duration of Assignment:**  
Any employee moved up pursuant to this section shall remain in the higher job title until the incumbent returns to duty, subject to the following conditions:
- 1) Each such assignment shall not exceed 30 scheduled working 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 replace him with another move up assignment or leave the position unfilled.
- D) **Priority for Move Up Assignments:**  
Priority for move up assignments shall be given to employees regularly employed in the next lower classification in the division where the vacancy occurs; otherwise to employees regularly employed in the lower classification.
- E) **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 Article.

### **SECTION 3.3 CANCELED PROGRAM/EVENTS**

Employee shall receive pay equal to one half of the scheduled time in lieu of working a scheduled but canceled program or event if 8 hours prior notice of such cancellation has not been given provided however, that such pay shall not be applicable if the cancellation is due to an action beyond the City's control (such as fire, rain, civil disturbance).

### **SECTION 3.4 MOVE DOWN LANGUAGE**

- A) **Objective:**  
The objective of this section is to provide an opportunity for employees to be assigned to a lower classification when the Department Head or designee determines the need for an assignment in a lower classification.
- B) **Assignment:**  
When an assignment becomes temporarily available that assignment may be offered to a current employee in a higher classification by the Department Head or designee.

- C) **Duration of Assignment:**  
Any employee moved down pursuant to this section shall remain in the lower job classification until the department head or designee determines the assignment has been completed.
- 1) Each such assignment shall not exceed 30 scheduled working days duration.
  - 2) If the work is not performed in a satisfactory manner the department head may remove the employee who has moved down and replace him/her with another move down assignment or leave the position unfilled.
- D) **Priority for move down assignment:**  
Priority shall be given to any employee in a higher classification in the division where the vacancy occurs.
- E) **Absence of Moved Down Employees:**  
If a moved down employee is absent, another employee may be assigned during such absence subject to all provision of this Article.
- F) **Move down pay for vacant positions:**  
An employee moved down pursuant to this section shall be paid for all hours worked in the lower classification at the hourly salary rate of the highest step of the lower classification.

## **ARTICLE 4 - SUPPLEMENTAL BENEFITS**

### **SECTION 4.1 UNIFORM PROVISIONS**

Where uniforms are required by the department, such uniforms shall be provided for by the City (in the case of shirts, a minimum of two on an annual basis). A failure to wear the required uniform shall be grounds for disciplinary actions.

### **SECTION 4.2 BEREAVEMENT LEAVE**

- A) Each employee covered by this agreement shall be entitled up to three (3) working days bereavement leave without pay. Said bereavement leave is without penalty of loss of job. Additional leave without pay shall be granted for out of state death.
- B) Immediate family for the purpose of this section shall be defined as: spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchildren, grandparents, or grandchildren.

### **SECTION 4.3 JURY DUTY**

Any employee covered by this resolution 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, average weekly pay based on previous four (4) weeks worked 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 for the minimum time required by law.

#### **SECTION 4.4 HOLIDAY PAY**

Holiday pay equaling four hours pay shall be paid for Christmas Day (December 25), New Year's Day (January 1), Martin Luther King, Jr.'s Birthday and Veteran's Day. To be eligible, an employee must work at least 12 hours during the pay period in which Christmas, New Years, Martin Luther King Jr.'s Birthday, and Veteran's Day falls.

#### **SECTION 4.5 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.
- C) TRREO will be notified of any citywide committee that discusses deferred compensation issues.
- D) TRREO may contact the City Treasurer in the event there are questions or suggestions regarding the deferred compensation plan and at the discretion of the City Treasurer may meet with the deferred compensation provider representative.

### **ARTICLE 5 - WORKING CONDITIONS**

#### **SECTION 5.1 PERSONNEL ACTIONS**

- 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 TRREO shall be consulted regarding all policy making decisions covering salary, wages, and other conditions of employment.
- C) Advance notice of all such meetings shall be presented to TRREO so that proper arrangements can be made for attendance. When attending said meetings, the employees representing TRREO shall be compensated at their regular hourly rate.

#### **SECTION 5.2 LAYOFF PROCEDURE**

- A) Reduction in Staff:  
Whenever in the judgment of the Parks and Recreation Department, it becomes necessary for a recurrent job assignment(s) to be eliminated, the Department Head may reduce staff and release the employees holding such assignment(s).
- B) Recall:  
Employees so released shall be recalled for the job assignment held at the time of release. If the recalled employee declines the assignment, the assignment shall be filled from within the department based on seniority, availability, and specific job needs. If the vacancy cannot be filled from within the department, the department Head or his designee can proceed to recruit to fill the job assignment.

#### **SECTION 5.3 DIVISIONAL WORK OPTION**

Any employee covered by this agreement may with the Department Head approval have the prerogative of working in more than one division of the department.

## **SECTION 5.4 REST PERIODS**

Employees covered by this resolution may be allowed fifteen minutes rest period in accordance with department rules for each four hours of continuous work. In such cases:

- A) These rest periods will not be taken at the beginning or end of a work shift.
- B) Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.

## **SECTION 5.5 LUNCH PERIODS**

Employees covered by this resolution, when working more than four hours in one day, may be entitled to a daily unpaid lunch period not to exceed one half-hour subject to departmental rules.

## **SECTION 5.6 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 TRREO 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 Part XV shall receive temporary disability pay pursuant to the California State Labor Code, Section 4656 as amended, when a job connected injury occurs.

# **ARTICLE 6 - GENERAL PROVISIONS**

## **SECTION 6.1 EMPLOYEE INFORMATION**

The City will distribute information concerning the general welfare of the employees covered by this agreement by e-mail or hard copy bulletin. Information may be displayed on office bulletin boards. Upon adoption of this Memorandum of Understanding the City agrees to distribute a copy to each employee represented by TRREO. The City will also provide each new such employee with a copy.

## **SECTION 6.2 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATORY HARASSMENT**

- A) The City and TRREO support the concept of equal employment opportunity.
- B) Neither the City nor TRREO 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 TRREO 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 6.3 PERFORMANCE EVALUATION**

A performance evaluation shall be provided to each employee at the conclusion of each assignment but no less than once a year. Such evaluation shall include an analysis of eligibility for rehire.

## **ARTICLE 7 - GRIEVANCE**

### **SECTION 7.1 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 employees' wages, hours and working conditions.

### **SECTION 7.2 SCOPE**

This procedure shall be used to resolve every grievance for which no other methods of solution are required by law.

### **SECTION 7.3 PROCEDURE**

- A) **First Step: Supervisory Level**
  - 1) The aggrieved employee(s) and/or representative 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 two 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 employee(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 two working days of 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 employee's Department Head.
  
- D) **Fourth Step: Advisory Arbitration**
  - 1) If the grievance is not resolved in Steps 1, 2, and 3, and involves demotion or 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 grievance shall be limited to disciplinary discharge or demotion.
  - 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 (9) names submitted by the American Arbitrators' Association of the State Conciliation Service. If the agreement cannot be had from amongst 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 a 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.

#### **SECTION 7.4 GENERAL PROVISIONS - GRIEVANCES**

- A) All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his representatives and the management representatives involved.
- B) A grievance shall be considered untimely if not presented by the employee 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 representatives shall be allowed reasonable time to participate in the grievance proceedings without loss of pay for the time so spent.
- E) Cost of the arbitrator shall be shared equally by the City and the grieving employee.

### **ARTICLE 8 - SECURITY PROVISIONS**

#### **SECTION 8.1 DUES CHECKOFF**

TRREO is authorized to use payroll deduction for collecting employee organization dues and insurance on a monthly basis.

### **ARTICLE 9 - CONTINUED DISCUSSIONS**

#### **SECTION 9.1 CONTINUED DISCUSSIONS**

- A) Clarification/implementation of nepotism rule/policy.
- B) Discussion to deferred compensation question.
- C) Review of PERS-able Specialist II positions.

**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 \_\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Torrance

APPROVED AS TO FORM:

ATTEST:

JOHN L. FELLOWS III  
City Attorney

\_\_\_\_\_  
Sue Herbers  
City Clerk of the City of Torrance

By \_\_\_\_\_  
Ronald T. Pohl  
Assistant City Attorney

