

MEMORANDUM OF UNDERSTANDING

TORRANCE PROFESSIONAL & SUPERVISORY ASSOCIATION

1996

A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE
HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES
REPRESENTED BY THE TORRANCE PROFESSIONAL AND
SUPERVISORY ASSOCIATION

An Agreement of the undersigned representatives of the Torrance Professional and Supervisory Association (TPSA) and the representatives of the City of Torrance (City) that:

SECTION 1:

That Resolution No. 94-112 is hereby repealed in its entirety.

The following resolution is recommended to the City Council for adoption in its entirety.

RESOLUTION NO. 96- 160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TORRANCE SETTING FORTH WAGES, HOURS AND WORKING
CONDITIONS FOR EMPLOYEES REPRESENTED BY THE
TORRANCE PROFESSIONAL AND SUPERVISORY ASSOCIATION
FOR THE PERIOD FROM NOVEMBER 10, 1996 THROUGH
JUNE 30, 1997

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

SECTION 1:

The following Agreement between the representatives of Management and the representatives of the Torrance Professional and Supervisory Association is hereby approved in its entirety to read as follows:

<u>ARTICLE</u>	<u>PAGE</u>
Article 1 - Preamble	
Section 1.1 Introduction	5
Article 2 - Compensation Provisions	
Section 2.1 Base Pay Range	5
Section 2.2 Extended Steps	6
Section 2.3 Rate of Pay on Promotion	7
Section 2.4 Requirements as to Continuity of Service	7
Section 2.5 Methods of Compensation	7
Article 3 - Compensation	
Section 3.1 Pay Ranges and Class Titles	8
Section 3.2 Longevity Pay	9
Section 3.3 Premium Pay	10
Section 3.4 Educational Incentive Program for Principal Building Inspector	11
Article 4 - Benefits	
Section 4.1 Employee Insurance	12
Section 4.2 Retirement	16
Section 4.3 Deferred Compensation	16
Section 4.4 Work Related Injuries	16
Section 4.5 Sick Leave	17
Section 4.6 Holidays	21
Section 4.7 Vacation/Annual Leave	23
Section 4.8 Bereavement Leave	25
Section 4.9 Compassionate Leave	26
Section 4.10 Jury Duty	26
Section 4.11 Tool Allowance	26
Section 4.12 Licenses	27

<u>ARTICLE</u>	<u>PAGE</u>
Article 5 - Special Compensation	
Section 5.1 Overtime Compensation	27
Section 5.2 Move Up Assignment	28
Section 5.3 Night Shift Differential	30
Section 5.4 Supervisory Pay Policy	31
Section 5.5 Minutes of Proceedings	31
Section 5.6 Call Out	31
Article 6 - Working Conditions	
Section 6.1 Hours of Work	31
Section 6.2 Lunch Periods	32
Section 6.3 Rest Periods	32
Section 6.4 Selective Certification	33
Section 6.5 Industrial Safety	33
Section 6.6 Classification Studies	33
Section 6.7 Leaves of Absence	34
Section 6.8 Disciplinary Provisions	37
Article 7 - General Provisions	
Section 7.1 Non-Discrimination, Equal Opportunity Affirmative Action and Sexual Harassment	37
Section 7.2 Management Rights	38
Article 8 - Security Provisions	
Section 8.1 Dues Checkoff	38
Article 9 - Grievances	
Section 9.1 Definition	39
Section 9.2 Scope	39
Section 9.3 Procedure	39
Section 9.4 General Grievance Provisions	41

<u>ARTICLE</u>	<u>PAGE</u>
Article 10 - Miscellaneous	
Section 10.1 Management Training	41
Section 10.2 Probationary Period	41
Section 10.3 Job Action	42
Section 10.4 Layoff Provisions	42
Section 10.5 Shift in Representation	45
Section 10.6 Inactive Status	45
Article 11 - Continued Discussions/Meetings	
Section 11.1 Continued Discussions	46
Section 11.2 Monthly Meetings	47
Section 11.3 Interest Based Bargaining	47
Article 12 - Intent Not to Arbitrate	
Section 12.1 Intent Not to Arbitrate	47
Article 13 - Effective Dates	
Section 13.1 Provisions Effective	47
Attachment A - Long Term Disability	49

TPSA

ARTICLE 1 - PREAMBLE

SECTION 1.1 INTRODUCTION

The following is the Agreement regarding hours, wages and working conditions between the City of Torrance and the Torrance Professional and Supervisory Association. 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 BASE PAY RANGE

a) Starting Pay Rates:

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

b) Step Advancement:

Base pay step advancement within a pay range shall be on the anniversary date of each year of service, to the maximum step of the base pay range. Upon recommendation of the Department Head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify. (Advancement to the next step following such accelerated advancement shall normally be after 1 year in the case of base steps, and 2 years for extended steps.)

c) Accelerated Step Advancement:

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

SECTION 2.2 EXTENDED STEPS

- a) Pay steps beyond the base pay range shall be extended steps for all classifications except the following which receive longevity:

A/C-Heat Supervisor
Airport Operations & Maintenance Chief
Juvenile Diversion Case Worker
Juvenile Diversion Coordinator
Producer/Writer, Assistant
Sewer Maintenance Crew Supervisor
Street Maintenance Supervisor, Asst.
Street Services Crew Supervisor
Tree Maintenance Supervisor, Asst.

- b) Timing

Advancement to the first extended step shall commence on the anniversary date following the first anniversary at top step for the base range. Step advancement to each successive extended step shall begin on the start of the first pay period following the first day of the third year in step. However, the time shall be longer if Section 2.1 b and c apply. Such advancement shall be subject to a performance evaluation average of standard or better during the intervening time. If the performance average is less than standard, the two preceding performance evaluations must be standard or better before step advancement.

- c) Evaluation

A below standard evaluation in either of the two rating periods directly before the date of step advancement shall delay the step advancement six months or until performance is standard or better. If an employee at the top extended step receives at some subsequent time a below standard performance rating, the department head with the City Manager's approval may reduce the employee's pay an amount not to exceed 2.5% until performance rating returns to standard or better.

- d) Conversion from Longevity

An employee who is converting from longevity to this extended step plan shall never receive less than the percentage of longevity pay before conversion.

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

SECTION 2.3 RATE OF PAY ON PROMOTION

Upon promotion, any employee covered by this Agreement shall receive the lowest step in the new range which provides 5% increase in base pay (to exclude longevity and any other pay).

SECTION 2.4 REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for advancement within the pay range, longevity pay, industrial accident leave, long term disability, holidays and vacation, annual leave, shall be based on continuous and total service as a regular employee.

- a) Leaves of absence without pay of 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, those days 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 3 consecutive work days shall be grounds for discharge.

SECTION 2.5 METHODS OF COMPENSATION

Compensation shall be earned on an hourly basis.

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

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

At such time as the City has the capability of paying compensation via electronic fund transfer, the City shall make such a plan available at no cost to the employees covered by this Agreement.

ARTICLE 3 - COMPENSATION

SECTION 3.1 PAY RANGES AND CLASS TITLES

The pay grades described on the following pages hereby assigned to the classifications of the following mid-management employees are effective November 10, 1996:

TPSA BASE HOURLY PAY RANGE

CLASSIFICATION STEPS:	1	2	3	4	5	6	7	8	
CONFIDENTIAL									
Treasurer, Deputy City	19.73	20.71	21.75	22.83	23.98				
Secretary, Administrative/Aide	16.44	17.26	18.11	19.02	19.49*	19.98*			
PROFESSIONAL									
Administrative Analyst	18.33	19.61	20.59	21.62	22.71	23.28*	23.84*	24.45*	25.07*
Administrative Specialist	14.37	15.39	16.15	16.96	17.80	18.69*	19.63*		
Buyer	16.96	18.14	19.06	19.99	20.99	21.53*	22.06*	22.61*	23.17*
Clerk, Deputy City	18.13	19.03	19.98	20.98	22.02	22.57*			
Identification Analyst	17.10	17.93	18.87	19.86	20.92	21.43*	21.97*	22.53*	23.09*
Juvenile Diversion Case Worker	15.26	16.02	16.83	17.67	18.55				
Juvenile Diversion Coordinator	18.27	19.55	20.52	21.57	22.63				
Producer Writer, Assistant	12.78	13.42	14.09	14.81	15.54				
Programmer Analyst	23.20	24.37	25.59	26.87	28.21	28.91*	29.63*	30.38*	31.13*
Programmer	19.36	20.32	21.33	22.41	22.96*	23.54*			
Systems Analyst	25.61	26.89	28.23	29.63	31.11	31.90*	32.69*		
SUPERVISORY									
Accountant, Senior	21.07	22.13	23.23	24.41	25.01*	25.63*	26.27*	26.94*	
Air Condition/Heat Supervisor	21.01	22.07	23.16	24.31					
Airport Operation & Maint Chief	17.87	18.76	19.70						
Building Inspection Supervisor	26.18	27.48	28.86	29.58*	30.33*	31.07*			
Building Maintenance Supv	23.35	24.51	25.73	27.02	27.70*	28.38*	29.10*	29.83*	
Cable TV Producer Writer	16.23	17.04	17.90	18.79	19.74	20.22*	20.74*	21.25*	21.78*
Central Services Coordinator	15.67	16.45	17.28	18.13	19.04	19.52*	20.01*		
Communications Supv/Radio	21.40	22.48	23.60	24.78	26.02	26.67*			
Communications Coordinator	19.42	20.40	21.40	22.48	23.60	24.19*	24.80*	25.41*	26.05*
Customer Service Supervisor	19.99	20.99	22.04	23.14	23.73*	24.31*	24.92*	25.56*	
Facilities Service Supervisor	18.75	19.69	20.67	21.69	22.24*	22.80*			
Fleet Services Supervisor	20.86	21.89	22.99	23.55	24.14*	24.75*			

**TPSA
BASE HOURLY PAY RANGE**

CLASSIFICATION STEPS:	1	2	3	4	5	6	7	8	
Librarian, Senior	19.97	20.97	22.02	23.12	23.70*	24.29*	24.89*		
Park Construction Supervisor	20.04	21.04	22.10	22.65	23.21*	23.79*	24.39*		
Park Maintenance Supervisor	19.59	20.57	21.60	22.14	22.70*	23.26*	23.83*		
Police Records Administrator	26.19	27.48	28.87	30.32	31.82				
Police Records Supervisor	16.91	17.74	18.64	19.11*	19.57*	20.07*	20.57*	21.09*	
Records Management Coordin.	16.36	17.18	18.04	18.94	19.40*	19.89*	20.40*	20.90*	
Sanitation Crew Supervisor	19.16	20.12	21.13	22.19	22.73*	23.31*	23.89*	24.49*	
Sewer Maintenance Crew Supv.	19.16	20.12	21.13	22.19					
Street Maintenance Supv., Asst	21.45	22.52	23.63						
Street Services Crew Supervisor	20.08	21.08	22.13						
Traffic & Lighting Supervisor	23.13	24.29	25.51	26.78	27.45*	28.13*	28.84*	29.56*	
Transit Contracts Coordinator	23.25	24.47	25.78	27.13	28.55*				
Transit Operations Supv., Asst	17.83	18.71	19.66	20.15*	20.64*	21.17*	21.69*		
Tree Maintenance Supv., Asst	18.20	19.10	20.06						
Warehouse Supervisor	18.79	19.73	20.71	21.76	22.84				
Waste Management Coordinator	20.99	22.04	23.14	24.30	25.53				
Water Service Supervisor	21.03	22.09	23.19	24.35	24.96*	25.59*	26.23*	26.88*	
Water Svc Lead Technician, Sr.	20.54	21.57	22.64	23.77	24.37*	24.98*	25.60*		

SECTION 3.2 LONGEVITY PAY

- a) All employees covered by this Agreement that are specified in Section 2.2 shall receive longevity pay in the following manner:
 - 1) Commencing with the sixth year of service, 2.5% over and above base pay.
 - 2) Commencing with the eleventh year of service, 5% over and above base pay.
 - 3) Commencing with the sixteenth year, 7.5% over and above base pay.
 - 4) Commencing with the twenty-first year of service, 10% over and above base pay.
- b) Longevity pay advancements shall be effective on the first day of the first pay period following the required years of total service.

SECTION 3.3 PREMIUM PAY

- a) Employees assigned to work requiring specified duties which require skills and abilities not contemplated in the employee's normal assignment in the areas described in this Section shall receive premium pay only while so assigned. Such premium pay shall be for the hours actually worked in the assignment.
- b) Assignments and reassignments shall be made by the department head subject to the approval of the City Manager according to work load and skills required, and subject to any special provisions specified in this Section for any particular assignment.
- c) Removal of employees from premium pay for disciplinary or reasons of incompetence or abolishing of positions shall be preceded by notice to employee organization representatives with the intent of precluding unfair action.
- d) Designated Assignments:

- 1) Administrative Secretary/Aides who take dictation at 100 wpm shall receive a premium of 5%. The Civil Service Department shall test for this skill. Incumbents as of September 13, 1990, do not have to test for shorthand skills at this level.
- 2) An additional premium of 3% of base pay shall be given for taking dictation at 10 wpm above the minimum standard for the classification.

An additional premium of 2% of base pay for typing 20 wpm above the minimum standard for the class.

Attachment B outlines the testing procedure.

- 3) The Administrative Secretary in the City Council budget assigned the responsibility of coordinating City Council Committee meetings, plans, and other specialized Council activities shall receive 5% premium pay while so assigned.
- 4) The Administrative Secretary to the City Manager shall receive 10% premium pay while assigned the duties of managing the office clerical staff and coordinating clerical staff assignments.

- 5) Any Water Service Supervisor assigned coordinating responsibilities in Water Administration shall be paid a premium of 5% of base pay while so assigned.
- 6) The Park Maintenance Supervisor assigned to the Equipment Management Program or other special administrative duties shall receive in addition to base pay a 7% premium while so assigned.
- 7) The Police Records Supervisor on the day shift who acts in a lead capacity shall receive 7-1/2% while so assigned.
- 8) The Park Supervisor who possesses a valid Pest Control Advisor license from the State of California and who is designated by the Department Head to provide necessary reporting requirements for the City's pest control program shall receive a 7-1/2% premium while so assigned. This will only be utilized so long as the State program is in effect.

SECTION 3.4 EDUCATIONAL INCENTIVE PROGRAM FOR PRINCIPAL BUILDING INSPECTOR

Effective July 2, 1989, the Principal Building Inspectors should seek to continue their education, improve their skills, and keep themselves informed of the state of the art of their specific skill area.

- a) ICBO Program:
 - 1) Employees in the Building Inspection Series who have obtained an ICBO certificate in one of the certified areas shall receive 4% of base pay computed on an hourly basis as educational incentive premium.
 - 2) The City will provide the initial and ongoing test fee for the ICBO examination in any of the fields out of the training budget in the Personnel Department.
 - 3) This educational incentive premium shall be increased two percent for each additional certificate held by an employee to a maximum of 10%. Each additional certificate must be related to the employee's normal assignments as well as those back-up assignments an employee might reasonably be expected to carry out.

- 4) Certificates must be maintained by the recertification provisions of the ICBO, provided, however, that the Department Head, with the approval of the City Manager, may authorize a delay of updating the certificate on the basis of hardship.
- 5) Failure to maintain a certification will result in a loss of 2% for each year's delay of recertification.
- 6) If the ICBO certification program is discontinued, the representatives of Management and TPSA shall meet and confer to establish equivalent requirements for an internal certification program.

ARTICLE 4 - BENEFITS

SECTION 4.1 EMPLOYEE INSURANCE

a) Medical and Life Insurance

- 1) Effective with the December 1996 premium, the City shall pay \$51.00 per month per employee and eligible annuitants toward medical insurance. The \$51.00 employer contribution can only apply toward the health insurance premium of one of the authorized PERS health insurance plans. If the employee does not participate in the PERS Insurance Plan the \$51.00 cannot be used for any other purpose.

Employees hired before July 17, 1977, who selected before August 17, 1977, to reduce the amount of City Contribution by \$25.00 shall receive in lieu thereof a premium pay of 2%. Said premium shall apply to base pay only.

- 2) Active Employees: Effective with the December 1996 premium the City shall allocate \$226.01 per month per active employee for the purpose of deducting the payment of the employer's contribution to administrative and contingency fees as required by the PERS Insurance Plan. Permanent part-time employees covered by this Agreement shall receive \$113.00 per month. The payment of this fee is based on the percentage provided by PERS multiplied by the premium selected by the employee.

Effective January 1, 1997, the remainder may be used by the employee for the balance payment of the PERS approved health insurance plan premium, dental insurance premium, or cash. The employee need not participate in the PERS health insurance plan to be eligible to use the allocation for either dental insurance or cash. Any portion of the allocation unused for health or dental premiums will be paid to the employee once each month at the time of the insurance contribution.

If an employee receives any or all of the allocation as cash, such amount shall be reported as earned income for tax purposes. It is the understanding of the parties that dollars distributed to the employee as cash in this manner shall not be construed as earned income for PERS purposes.

Any change in this assumption shall require a payment by the using employee of both the employee's and the employer's share of any such liability from the inception of this program.

- 3) The City of Torrance joined the PERS Health Insurance to allow the Torrance Professional and Supervisory Association to participate in health programs. Both Management and TPSA agreed to join the program so long as it did not impact any of the other bargaining units within the City. In addition, cost to implement the Plan would be absorbed by TPSA. If the PERS Health Insurance Plan significantly alters from the current structure or if the administrative and contingency fees charged by PERS increase above 4% for the annuitant, the City reserves the right to withdraw from the PERS Health Insurance Plan.
- 4) The accumulated savings created by the active employee who does not participate in the PERS Insurance Plan will be reallocated within the Torrance Professional and Supervisory Association Memorandum of Understanding so long as it is for a one time only, non-recurring benefit. The amount shall be computed by crediting the number of employees not participating in the program in a given month multiplied by \$51.00. 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, paid at the second year and July 1 each year thereafter.)

- 5) The City shall continue such health insurance premiums up to the amount as specified in this Section during a legitimate medical leave of absence for a period not to exceed 8 months of any employee covered by this Agreement.
- 6) TPSA shall indemnify and hold the City harmless from any and all claims, demands, suits or any other action from these insurance programs administered by the employee organization or the Employee Insurance Committee or its affiliates.
- 7) Any employee in this representation unit may elect to receive any unused balance of the City's Insurance Contribution as a special premium, paid once each month at the time of the insurance contribution. Such amount shall be reported as earned income for tax purposes, but shall not be deemed as earned income for PERS and Social Security purposes.

The representation unit understands that this benefit will be available only as long as it is authorized by current Internal Revenue Service regulations and as long as the City is not liable for the electing employee's tax liability.

It is the further understanding of the parties that amounts distributed to the employees as wages in this manner shall not be construed as earned income for PERS purposes. Any change in this assumption shall require a payment by the electing employee if both the employee and employer share any such liability from the inception of the program.

Employees wishing to take advantage of this option must sign a card available in the Payroll Division and submit the card to the Payroll Division prior to the normal payroll deadline for that month. This election may be made once each calendar year and is binding until the end of the calendar year.

b) Term Life

In addition, these employees shall be covered by a \$5,000 term life insurance policy provided and paid for by the City. In lieu of said policy, these employees may apply an amount equal to the group term life premium to group permanent life insurance premiums under the City plans.

c) Long Term Disability

Employees covered by this Agreement shall be insured by the City for long-term, non-job connected disability. Payments under said plan shall commence on the 31st calendar day after the 1st day of lost time and shall continue for a period of time not to exceed 1 month for each 2 months of service to a maximum of 2 years.

- 1) An employee requesting receipt of such benefits must meet the criteria and must request a medical leave of absence in a connection with a request to receive long-term disability and shall receive no benefits except as specified under subsection a) above.
- 2) Payments under said plan shall be equal to two-thirds (2/3) base bi-weekly pay for all employees for a maximum of 2 years.
- 3) Insurance warrants shall be issued for 28 calendar day periods or portions thereof and shall not entitle the employee to accrual of any other benefits. See Attachment A.
- 4) The City and the employee group shall continue to discuss and explore a one standard LTD plan for all City employees.
- 5) A plan is available which will allow individuals to return to work on a part time basis, on the approval of their attending physician, while still remaining on the LTD program part time. Full details of this can be found in Attachment A.

d) Premium Continuance:

The City will receive and forward to the health insurance carrier premiums of employees who retire after August 17, 1975 or dependents in case of death of the employee. Such payments shall be made only if authorized by the insurance plans 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 retiree or dependent fails to forward sufficient funds to pay such premium.

SECTION 4.2 RETIREMENT

Employees covered by this Agreement shall be covered by the Public Employees Retirement System (PERS).

- a) Subject to enabling State legislation and agreement of all miscellaneous employee groups, new employees as of August 23, 1981, shall be covered by the highest three years PERS retirement option.
- b) Effective July 10, 1983 the City shall pay 7.0% of the amount paid of the Public Employees Retirement System on behalf of each employee. These contributions shall at the time of termination belong to the employee.
- c) The seven percent (7%) paid by the City shall be considered as employer-paid member contributions (EMPC) and will be reported to PERS as compensation.

SECTION 4.3 DEFERRED COMPENSATION

- a) Employees covered by this Agreement shall be eligible to participate in a City administered deferred compensation plan, when such a plan is approved by the IRS and the City's payroll system can put it into effect.

SECTION 4.4 WORK RELATED INJURIES

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

Further, both parties agree to work towards a safe and healthy workplace that encourages good employee health, a safe work environment, and a means to expand work assignments across Departmental lines.

- a) In the event that an employee sustains an injury or illness arising out of and occurring in the course of his employment with the City, the employee shall be entitled to 3 months during the first 2 years of service, 6 months during the 3rd and 4th years of service, and up to 1 calendar year of industrial accident leave for industrial injury at 90% of the 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) Employees who are on industrial accident leave with pay as a result of an industrial accident shall continue to accrue seniority, and shall receive holidays the same as if they had been present for duty, and accrue vacation and sick leave benefits as if they had been present for duty.
- c) An employee on industrial leave shall be under the direction of the City subject to medical advice and shall be available to the City during normal working hours unless he/she receives specific permission from the City.
- d) Management and the employee organization jointly indicate their concern for the proper use of industrial accident leave. Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement or involuntary termination where necessary.

SECTION 4.5 SICK LEAVE

- a) Introduction:
 - 1. Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this section.
 - 2. The sick leave benefit should be thought of as an insurance policy; it insures and protects employees from a loss in wages when they are unable to work because of an 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 scheduled 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;
 - a. 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, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, grandparents or grandchildren.

c) Accrual Rate:

Permanent and probationary employees shall be granted sick leave in the following manner:

1. Six hours for each month of service (pro-rated on an hourly worked basis) to a maximum of 600 hours accrued sick leave.

d) Cash or Deferred Compensation Options:

1. Any accrued sick leave in excess of 600 hours, as of the first pay period in November, shall be converted into cash payable in December of each year. Payment will be made on the basis of one hour of pay for each hour of unused sick leave. An employee who wishes to defer this amount must submit a written request to the Finance Director no later than December 1.
2. The employee may convert any sick leave granted but unused in excess of 300 hours into cash or deferred income at the rate of one hour of pay for each hour of unused sick leave. Election must be made by completing the appropriate Personnel form prior to December 1. Payment will be made prior to December 15.

e) Sick Leave Standard:

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

f) Notification of Sickness:

1. To receive compensation while absent on sick leave, employees shall notify the Section/Division/Department in the manner provided in departmental rules and regulations stating the nature or reason for the absence.
2. When an employee has been absent for three consecutive days or more, the employee may be required to furnish reasonable evidence, including but not limited to a written statement from a medical professional, to substantiate a request for the use of personal sick leave. If a written statement from a medical professional is required, then the employee will be notified of the requirement when the employee calls in prior to returning to work.

g) Return from Sick Leave:

1. Upon return from sick leave, employees 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. 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:

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

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 any accumulated sick leave converted by the City into cash or deferred income on the following basis:

- a) After 1 year of service, each hour of accumulated sick leave shall equal 1/4 hours of pay;
- b) After 7 years of service, each hour of accumulated sick leave shall equal 1/2 hours of pay;
- c) At retirement, each hour of accumulated sick leave shall equal one hour of pay for each hour accrued;
- d) At termination, all hours over 300 shall be cashed down at 100%. Below 300 hours, sections a) and b) shall apply.

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

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

4. Upon retirement or termination, the employee shall have the option to defer the vacation/sick leave payoff into the City's Deferred Income Plan up to the annual limit of deferred savings allowable for that year under Federal Law.

k) **Personal Leave**

Two work shifts of sick leave per fiscal year may be used by the employee for personal leave for which no verification is required. Employees who would like to use this personal leave must ask for approval from their supervisor, such approval shall not unreasonably be denied. Specific procedures for requesting and taking the leave are pursuant to department/division rules and/or practices.

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

SECTION 4.6 HOLIDAYS

a) **Holidays:**

For the purpose of this agreement, the following days shall be considered holidays with pay for all classifications except Senior Librarian; the latter half of the last working day prior to New Year's Day, New Year's Day, Martin Luther King Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the latter half of the last working day prior to Christmas Day, and Christmas Day.

b) **Senior Librarian Holidays:**

- 1) For the purpose of this Agreement the following days shall be considered holidays with pay for employees in the classification of Senior Librarian; New Year's Day, Martin Luther King's Birthday; Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the last working day prior to Christmas Day, and Christmas Day.
- 2) In addition, for those employees in the classification of Senior Librarian, Lincoln's Birthday, Washington's Birthday, Veteran's Day and the day after Thanksgiving shall be considered holidays; provided, however, such holidays shall be taken on a rotational basis subject to department head approval.

c) **Pay for Holidays Worked:**

Any employee scheduled to work on a holiday shall be compensated at the rate of one and one half times the regular hourly rate. (This is in addition to the regular work shift of holiday pay.)

Emergency work on any of the holidays expressly named in subsections a) and b.1) shall be compensated under Section 5.6 "Call Out".

d) HOLIDAYS FOR 9/80 PARTICIPANTS

1. A holiday shall be a regular work shift (8 hour day = 8 hour holiday; 9 hour day = 9 hour holiday; 10 hour day = 10 hour holiday). A half day holiday shall be a regular half day work shift (4 hour day = 4 hour holiday; 4.5 hour day = 4.5 hour holiday; 5 hour day = 5 hour holiday).
2. If a holiday falls on an eight (8), nine (9) hour or ten (10) hour work day, the City will close and the employee will be off work with eight (8), nine (9), or ten (10) hours holiday pay depending on their regular work schedule.
3. If a holiday falls on a 9/80 scheduled day off, the City will close and the employee will accrue eight (8) hours of holiday leave which will be added to the employees vacation leave balance.
4. If such addition would cause the employees vacation balance to exceed the maximum allowable for vacation accrual, the employee shall receive holiday pay, at straight time, instead.
5. For those employees with weekends which consist of a Saturday and Sunday, the following shall apply:
 - a) If a holiday falls on a Saturday and the prior Friday is an 8 hour work day in which the employee is scheduled to work, the City will close and the employee will be off work with 8 hours holiday pay.

If the holiday falls on a Saturday and the Friday before is the employee's 9/80 scheduled day off, the City will close on Friday and the employee will accrue 8 hours holiday leave which will be added to the employee's vacation leave balance. 4.6.d.4 also applies.
 - b) If a holiday falls on a Sunday, the Monday following will be observed, the City will close, and the employee will be off work and receive their regularly scheduled hours for that day as holiday pay.

6. For those employees whose regularly scheduled weekends are other than Saturday and Sunday, the following shall apply:
 - a) If the holiday falls on any scheduled day off, the employee shall receive eight (8) hours vacation leave (or four (4) hours in the case of the days before Christmas Eve and New Years Eve).
7. If an employee is required to work a holiday specified in the employee's Memorandum of Understanding, the M.O.U. language governing holiday worked will be used for computation of pay.
8. If an employee is scheduled to work on an actual calendar holiday which is not a City observed holiday date, he/she will be paid at time and one half for work on the actual holiday. In addition, he/she will receive their regularly scheduled hours as holiday pay on the City observed holiday date or their regularly scheduled hours as paid time, depending on departmental schedules.

SECTION 4.7 VACATION/ANNUAL LEAVE

- a) Vacation: Employees shall earn vacation as follows, effective June 27, 1982:
 - 1) The rate of 5 hours per month of employment.
 - 2) Commencing with the second year of service at the rate of 6.7 hours per month of employment.
 - 3) Commencing with the third year of service, at the rate of 8 hours per month of employment.
 - 4) Commencing with the fifth year of service, at the rate of 10.67 working hours per month of employment.
 - 5) Commencing with the tenth year of service, at the rate of 14.02 working hours per month of employment.
 - 6) Commencing with the twenty-first year of service, at the rate of 15.34 hours per month of employment.
 - 7) Commencing with the twenty-fifth year of service, at the rate of 16 hours per month of employment.

- b) All paid time off for vacation, annual, administrative and sick 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.

With the implementation of a modified work week, employees are encouraged to schedule their routine appointments on the designated day off.

- c) Annual Leave: Employees in classification covered by this Agreement shall earn leave as follows effective July 1, 1982:
1. Employees shall earn 1.33 hours of annual leave per month until they reach their 2nd anniversary.
 2. Employees shall earn 2.00 hours of annual leave per month following their 2nd anniversary.
 3. Annual Leave shall be added to vacation.
 4. Employees covered by this agreement shall receive all annual leave benefits entitled to them by Resolution 81-150.
- d) Eligibility:
- Only probationary or permanent employees shall earn vacation and annual leave and only while receiving compensation from or through the City and it shall be prorated on an hourly earned basis.
- e) Scheduling:
- The time of taking vacation or annual leave shall be determined by the employee with the approval of the department head, subject to review by the City Manager. An employee may take vacation only in increments of two hours or more.
- f) Borrowing:
- An employee may borrow up to 40 hours of unearned vacation subject to the approval of his department head.

g) Maximum Accrual:

An employee may accrue vacation up to the amount earned over the preceding 36 months, provided, however, that vacation accrued in excess of 160 hours must receive department head approval.

h) Effect of Holiday:

When an authorized holiday occurs during a vacation or annual leave period, such days shall not be deducted from earned vacation.

i) 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.

j) Pay for Vacation:

An employee, subject to department head approval, may select either to receive pay or to defer vacation pay up to a maximum of 80 hours per fiscal year (28 days prior notice must be given for such a request); provided, however, that an employee must take at least 80 hours of vacation during that fiscal year.

SECTION 4.8 BEREAVEMENT LEAVE

- a) Each employee covered by this Agreement shall be entitled to up to 3 work shifts of bereavement leave with pay per fiscal year. Additional leave, of 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 of a locale from the City, then a map of the Automobile Club of Southern California shall be the deciding factor in the applicability of this section.

All paid time off for bereavement leave is allocated on an hour by hour basis up to 3 work shifts, or an additional 2 work shifts if out of state. If an employee is off on a 10 hour day, the employee will be charged 10 hours. If an employee is off on a 9 hour day, the employee will be charged 9 hours. If an employee is off an 8 hour day, the employee will be charged 8 hours.

- 1) Such bereavement leave shall apply to a death in the immediate family as defined for family sick leave. In addition, up to 1 work shift of this leave may be used for a relative not named in the family sick leave listing, subject to verification of the Department Head.
- 2) Bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused.

SECTION 4.9 COMPASSIONATE LEAVE

- a) In the event an employee covered by this Agreement dies, other represented employees may be granted up to 3 hours leave for the purpose of serving as pallbearer or to otherwise attend the funeral.
 - 1) The number of employees who are granted this leave at one time shall be at the discretion of the department head, consistent with the need to maintain a minimum work force during that time.
 - 2) Compassionate leave shall not be accruable nor shall it have any monetary value if unused.

SECTION 4.10 JURY DUTY

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

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

SECTION 4.11 TOOL ALLOWANCE

Employees covered by this agreement who are required by their department head to use their own tools in the performance of their duties shall be paid the same tool allowance as employees in the Crafts and Trades Representation Unit.

SECTION 4.12 LICENSES

- a) Employees who are required by their department head to possess a commercial driver's license shall be reimbursed of the full cost of obtaining the required license(s).
- b) The Park Supervisor (designated Pest Control Advisor) who is required by the department head to possess a valid State of California Pest Control Advisor License shall be reimbursed for the full cost of obtaining the required license.

ARTICLE 5 - SPECIAL COMPENSATION PROVISIONS

SECTION 5.1 OVERTIME COMPENSATION

- a) Rate:

Employees shall be compensated by pay at the rate of 1-1/2 times the regular hourly rate of the employee for hours worked in excess of eight hours in any one work shift or forty hours in any one week.

Employees covered under this Agreement who participate in the 9/80, modified, work week shall receive compensation by pay at the rate of 1-1/2 times the regular hourly rate of the employee for hours worked in excess of the regularly scheduled work shift or 9/80 work week.

- b) Compensatory Time:

An employee, subject to department head approval, may select to take compensatory time off at time and one-half of overtime worked. Such compensatory time can be accrued to maximum of 80 hours. In addition, compensatory time may be cashed out or deferred on an annual basis. Election must be made prior to December 1 and payment will be made prior to December 15 of each year.

- c) Computation:

Overtime shall be computed for actual time worked except call out described in Section 5.6.

d) 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.

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

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.

SECTION 5.2 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, non-probationary employee may be assigned by the Department Head or his/her designee to do the work of the absent employee.

2) The assigned employee need not possess the minimum qualifications for the position of the absent employee 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.

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

- 1) Priority for move up assignments shall be determined in the following manner:

A rotational order shall be created for each classification subject to the following conditions

- a) 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.
- b) 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.
- c) The moved up employee's name will be moved to the bottom of the rotational roster upon completion of the move up assignment.
- d) 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.

e) 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

f) 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, whichever 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.

g) Acting Department Heads:

If a subordinate is not required by class specification to take charge of the department in the absence of the department head, he shall be paid during all such move up assignment 7-1/2 percent above his salary provided, however, that if the temporary absence of the department head continues in excess of 30 consecutive days, he shall then be paid at the salary rate of the lowest step for such assigned position which is higher than the current base salary of that employee, to which shall be added earned longevity pay increments, provided such shall not be less than 7-1/2 percent.

SECTION 5.3 NIGHT SHIFT DIFFERENTIAL

- a) All full time employees covered by this Agreement who are assigned to night shifts, shall be paid at 5% above their average base hourly pay. A night shift shall be defined as a shift in which one-half or more of the shift is scheduled to work after 4:00 p.m. In addition, employees who are required to work a shift where 1/2 or more of the shift is after midnight shall receive 7-1/2% night pay. Such premium shall not be paid on top of overtime pay.
- b) Effective March 19, 1995, for the Senior Librarians assigned to branch libraries, a night shift shall be defined as one half of the shift scheduled to work after 3:00 p.m., so long as branch operating hours are modified due to budgetary constraints.

SECTION 5.4 SUPERVISORY PAY POLICY

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

SECTION 5.5 MINUTES OF PROCEEDINGS

Employees covered by this Agreement who are assigned to take minutes at evening meetings of the City Council, Boards or Commissions, shall be paid at the overtime rate per hour provided that no such payment shall be less than fifteen dollars (\$15.00).

SECTION 5.6 CALL OUT

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

Availability for emergency call out shall be determined by departmental rules and regulations.

In the event of a lack of response to emergency situations, the City shall take whatever steps are necessary to maintain appropriate service levels to the public.

ARTICLE 6 - WORKING CONDITIONS

SECTION 6.1 HOURS OF WORK

- a) Effective February 6, 1994, all employees covered by this Agreement are on a 9/80, modified, work week schedule, with the exception of those employees who are not currently on a modified work schedule.
- b) Employees covered under this Agreement who are not on a modified or 9/80 work week schedule shall normally work a five (5) day, forty (40) hour work week.

- c) Effective February 6, 1994:
1. Torrance City Hall will operate on a 9/80 closed schedule with the following hours of operation:

Monday through Thursday: 7:30 AM - 5:30 PM
Alternate Friday: 7:30 AM - 5:30 PM
 2. 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.
 3. The City will continue to work toward the implementation of a modified work schedule in the departments which do not currently operate under the 9/80 program.

SECTION 6.2 LUNCH PERIODS

Employees covered by this Agreement shall be entitled to a lunch period not to exceed one hour per regular work day or regular work shift.

- a) Such lunch periods shall be without pay, as specified under Hours of Work, and may not be accumulated.
- b) There shall be no restrictions on the employee during such 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 6.3 REST PERIODS

Employees covered by this Agreement may be allowed a 15 minute rest period in accordance with departmental rules and regulations during each half of the regular work day or regular work shift. In such cases:

- a) These rest periods will not be taken at the beginning or end of either half of the regular work day or work shift.
- b) Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.
- c) Rest periods shall be taken at or near the worksite.

SECTION 6.4 SELECTIVE CERTIFICATION

In the case of eligible open lists for classifications covered by this Agreement, the City may request selective certification based upon current full time experience with the City. Absolute priority will be given to eligibles with current permanent experience with the City. The appointing authority 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 6.5 INDUSTRIAL SAFETY

a) City Driver Physicals:

The City shall provide required medical examinations where the required operators license makes such necessary.

b) Safety Shoes:

Employees covered by this Agreement who are required by their department head to wear safety shoes shall be paid the same as for employees in the Crafts and Trades representation unit. Such an employee is subject to appropriate disciplinary action for failure to wear these safety shoes while on the job.

c) Where the medical condition of an employee is such that he can no longer safely carry out the duties of his classification, Management and the representatives of mid-management shall jointly seek alternative employment for the employee within the City where possible.

SECTION 6.6 CLASSIFICATION STUDIES

a) The City retains the right to conduct and prepare classification studies. No classification revisions shall be implemented during the life of this contract without the joint agreement of the City and TPSA.

- b) The City and TPSA will set a target of sixty days to arrive at a mutually acceptable revision of a class specification modification. If, after sixty (60) days the parties reach a point where they agree that they cannot agree on the proposed revision, the following will occur: The City and TPSA will submit their respective versions of the proposed revised class specification for advisory arbitration within a target period of thirty (30) days from the time it is determined that a mutually acceptable version cannot be arrived at. The arbitrator will be selected at random from a list of three individuals who have been selected in advance by both parties and who have agreed to be available in a timely manner for this purpose. The arbitrator shall select either the City's version of the proposed class specification revision or TPSA's version of the proposed class specification revision. The arbitrator then will give an advisory opinion to the Civil Service Commission. Either the 60 day target period or the 30 day target period can be changed with agreement by both parties.
- c) The class specification that has been recommended to the Civil Service Commission by the arbitrator will then be considered for recommendation to the City Council for final adoption. In the event that the modification of a class specification shall result in the consolidation of two or more classes, management and TPSA will meet and confer with regard to the status of the incumbents and their hours, wages and working conditions that might result through any potential consolidation. A permanent incumbent in a current classification covered by this agreement will not have wages and benefits reduced as a result of a reclassification of the employee's current class.
- d) The employee organization agrees to encourage employees covered by this MOU to participate in the classification plan development implementation process.

The process outlined in Section 6.6 shall be reviewed by Management and TPSA at the end of fiscal year 1997-98.

The City retains the absolute right to reallocate budgeted funds from vacant positions.

SECTION 6.7 LEAVES OF ABSENCE

- a) Leave Without Pay
 - 1) A leave of absence without pay not to exceed 5 working days may be granted to any employee by the department head.

- 2) A leave of absence without pay for more than 5 working days may be granted to any employee by the City Manager.
- 3) No leave or combination of leaves related to a single injury or illness shall be granted for more than a total of 8 months. The 12 month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. The single injury or illness shall be defined as in Attachment A".
- 4) An employee must have completed his or her original probationary period before being eligible for consideration of a medical leave of absence of more than 30 days.

b) Application for Leave of Absence

A request for leave shall be forwarded to the appropriate authority in advance of the beginning date of the 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 the employee has exhausted the maximum leave of absence. Where the leave is refused the employee must return to work or be terminated.

d) Holding Position Open

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

e) Medical Examination at Termination of Leave

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

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.

h) 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 month 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 Section 1-a are entitled to a total of 12 work weeks during any 12 month period. Employees who meet eligibility under Section 1-b are entitled to a total of 6 work weeks during any 12 month period. The 12 month period for calculating leave entitlement will be a “rolling period” measured backward from the date leave is taken and continues with each additional leave day taken.
 - 4) During a family leave, an employee may concurrently use other accrued paid leaves in connection with the leave.
 - 5) The total amount of family leave for which an employee is eligible will be inclusive with existing maximum periods as established in Section 6.7 .
 - 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.

SECTION 6.8 DISCIPLINARY PROVISIONS

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

ARTICLE 7 - GENERAL PROVISIONS

SECTION 7.1 NONDISCRIMINATION, EQUAL OPPORTUNITY, AFFIRMATIVE ACTION, AND SEXUAL HARASSMENT

- a) The City and TPSA agree that both parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept responsibility for carrying out these provisions of the Agreement.

- b) The parties agree to cooperate actively and positively in supporting the concept of affirmative action designed to accomplish equal opportunity for all employees and to seek and achieve the highest potential and productivity in employment situations. The City agrees to provide encouragement, assistance and appropriate training opportunities so that all employees may utilize their abilities to the fullest extent.
- c) The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest potential. The City will implement the redesigning of jobs where feasible and provide on-the-job training and work study programs and other training means.
- d) The provisions of this Agreement shall be applied equally to all employees in the representation units without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, union affiliation, political affiliation, or disability.
- e) Management and TPSA agree that both parties are responsible for ensuring that the work environment is free of sexual harassment.
- f) The City and TPSA agree to make all reasonable efforts to ensure that the work environment is free from discrimination on the basis of race, color, national origin, sex, age, disability, union affiliation, or status as a Vietnam Era or special disabled veteran, and ensuring compliance with the Americans with Disabilities Act (ADA).

SECTION 7.2 MANAGEMENT RIGHTS

Section 14.8.4 of the Torrance Municipal Code is incorporated herewith in its entirety.

ARTICLE 8 - SECURITY PROVISIONS

SECTION 8.1 DUES CHECKOFF

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

Any employee in this unit who has authorized dues deductions on the effective date of this Agreement shall continue to have such dues deduction made during the term of this Agreement; provided, however, that any employee in the unit may terminate such dues deduction, during the period of May 1 to May 15 of this and any given year by notification in writing of the termination of dues deduction to TPSA and the City, through the Torrance Finance Department.

ARTICLE 9 - GRIEVANCE

SECTION 9.1 DEFINITION OF GRIEVANCE.

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

SECTION 9.2 SCOPE OF GRIEVANCE PROCEDURE.

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

SECTION 9.3 PROCEDURE

a) First Step: Supervisory Level

- 1) The grievance may be presented orally or in writing on forms provided by the City. It is incumbent upon the employee(s) and/or the representative(s) to notify the supervisor when an issue is to be processed in accordance with this grievance procedure.
- 2) The aggrieved employee(s) and/or a representative shall meet with the employee's immediate supervisor.
- 3) The immediate supervisor may ask for a superior to participate.
- 4) If a grievance is not resolved by the end of the third full working day, after being received by the immediate supervisor, the employee may within 10 working days appeal in writing to the department head on a form provided by the City.
- 5) If a grievance is against a department head, the employee shall appeal in writing to the City Manager.

b) Second Step: Department Head Level

- 1) The aggrieved employee(s) and/or a representative(s) shall meet and consult with the employee's department head, or City Manager if grievance is against department head.

- 2) The department head may require the employee's superiors 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 satisfactorily resolved 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. TPSA will be notified in writing of any filing for arbitration.

d) Fourth Step: Grievance Board

- 1) As soon as is practicable, and in no case later than 21 days after receipt of an appeal, the City Manager or a designee shall call the parties together for the selection of the grievance board.
- 2) The board shall be made up of 1 TPSA board member chosen by the aggrieved employee, 1 member chosen by the management, and a third who shall be chairman. The third member of the board shall be impartial; and if the parties cannot agree upon a chairman, the chairman shall be selected from a list submitted by the American Arbitration Association or by the State Conciliation Service. 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 board shall be final, but shall not add to or otherwise modify the language of this Agreement.

SECTION 9.4 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.
- b) The aggrieved employee(s) and representative(s) shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.)
- c) Cost of arbitration shall be equally shared by the City and TPSA.
- d) A grievance shall be considered untimely if not presented by the employee within 30 calendar days of the alleged grievance.

ARTICLE 10 - MISCELLANEOUS

SECTION 10.1 MANAGEMENT TRAINING

The training fund shall be made available for use by the Torrance Professional and Supervisory Association. Any unused portion of the amount will continue to be carried over until such funds are depleted.

In addition, the total yearly training allocation shall be \$100.00. Training funds shall be used for group training or as individual training. Individual training grants could be used for short seminars or workshops by professional organizations or for college courses. The TPSA Board shall approve the matching grant up to the economic limit of the available fund, and will be considered on a first come, first served basis.

Management concurs in concept of a one half (1/2) day management seminar which the employees may attend on city time.

TPSA should use the Personnel Department as a resource on available training courses.

SECTION 10.2 PROBATIONARY PERIOD

There shall be a one year of service probationary period for all original appointments to the classes covered by this Agreement and 6 months of service for all promotional appointments.

SECTION 10.3 JOB ACTION

- a) TPSA and its members agree that during the term of this agreement 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 TPSA 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 notified 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 have not affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action against individual employees participating in the concerted job action.

SECTION 10.4 LAYOFF PROVISIONS

a) Prerequisite for Layoff

When, as a result of a cutback in personnel, it becomes necessary to initiate a layoff of employees covered by this Agreement, the following shall be the prerequisite to such a layoff:

- 1) All temporary, seasonal and/or recurrent, and probationary employees have been released from the class.
- 2) If there is a cutback within a specific classification, employees shall be transferred across departmental lines based upon total class seniority.
- 3) Management will meet and consult with the representatives of TPSA over alternative courses of action to avoid such layoff.
- 4) Notice of actual layoff shall be given no less than three (3) working days before the date of implementation. Such shall include:
 - i) Classification where the layoff is to occur;
 - ii) Seniority list by total continuous City seniority of employees in the affected class;

- iii) List of all current City vacancies in classes represented by TPSA;
- iv) Separate notice to any employee in the class who has two or more Below Standard ratings within the previous two years.

b) Order of Layoff

In case there are two or more permanent employees in the class from which layoff or reduction is to be made, such employees shall be laid off or reduced according to the last four efficiency ratings on file, as follows:

First: All employees having "Unsatisfactory" ratings;

Second: All employees having "Below Standard" ratings;

Third: All employees having "Standard", "Above Standard", or "Outstanding" ratings.

Employees within each category shall be laid off in inverse order of seniority in the classified service.

c) Ties in Efficiency Ratings and Seniority

In case of a tie affecting two (2) or more employees in the same category who have the same seniority, the employee with the lowest average efficiency rating shall be laid off first. If a tie still exists and said persons were appointed from the same eligible list to the position from which the layoff is to be made, the person whose name was the lower on said eligible list shall be laid off first, but if the appointments were not made from the same eligible list, the person who has the least seniority in the class from which layoff or reduction is made shall be laid off first. If a tie exists in seniority in the position, then that person who was appointed from the later eligible list shall be laid off first.

d) Reduction in Class

The City may make reductions in class and thereby cause layoffs only in the lower classifications.

e) Bumping Rights

- 1) An employee designated for layoff may choose voluntary reduction of class so as to avoid layoff.
- 2) Such voluntary reduction may be to a class of previous standing or to a lower class in the same occupational grouping.
- 3) If the voluntary reduction causes a layoff in the lower class, such layoff shall follow the provisions of this Section.

f) Re-employment List and Restoration

- 1) Re-employment List: The names of persons laid off or rescued in accordance with this Section shall be entered upon a list in the inverse of the order specified in Section 10.4 b), except that persons whose record of employment has not been satisfactory shall be omitted from the re-employment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by every appointing authority when a vacancy arises in the same or lower class of position for which qualified before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available and who was laid off from a position in that department. If no one was laid off from the department in which the appointment is to be made, then the appointing authority shall appoint any one of such persons; if only one, he shall appoint that one.
- 2) Name Removal: Names of persons laid off or reduced in lieu of layoffs shall be carried on a re-employment list for two (2) years, except that the names of persons appointed to permanent positions of the same level as that from which laid off shall, upon such appointment, be removed from the list. Persons reduced or re-employed in a lower class or re-employed on a temporary basis shall be retained on the list for the higher position for two (2) years.

- 3) Restoration to Re-employment List: The name of any person who has been appointed to a permanent position from a re-employment list and who is separated from the service without delinquency or fault on his part, may, at the discretion of the Civil Service Commission, be restored to the re-employment list. This restoration, however, shall not have the effect of extending the time the employee may be carried on the re-employment list beyond the two (2) years from date of original separation.

g) Layoff From Other Representation Units

In the case 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 City service in classifications covered by this Agreement.

SECTION 10.5 SHIFT IN REPRESENTATION

Any employee 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 10.6 INACTIVE STATUS

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

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

ARTICLE 11 - CONTINUED DISCUSSIONS/MEETINGS

SECTION 11.1 CONTINUED DISCUSSIONS

- a) PERS Survivor benefit.
- b) Modifications to the Torrance Municipal Code sections 14.17.2 and 14.17.3 regarding certification of ranks and implementation of a banding procedure for hiring City employees.
- c) Update the PERS language to reflect two-tier system.
- d) Continued discussions in the implementation of the modified work week in the following areas and/or employee classifications not yet under a modified work schedule.
- e) Work toward the drafting of language regarding the optional use of a hearing officer to hear disciplinary matters which are now appealable to the Civil Service Commission, as referenced in City Code section 14.47.10.
- f) Management and TPSA agree to remove language recently added to TMC (Ordinance 3348) allowing employees to be terminated for one unsatisfactory performance evaluation. Management and TPSA agree this code section will not be used to support any disciplinary action.
- g) Sick Leave Cash Out

Management will explore a sick leave cash out program whereby individuals who are within 3 years of retirement may declare their intent to retire. At that time they may increase their deferral amount to a maximum of \$15,000. They may then reduce their accrued sick leave balance to 200 hours if the amount between 200 and 300 hours is deferred.

At present, there is no authority to implement such a program.

- h) The parties agree to add specific language to discuss future discussions of longevity including the restructure of existing pay provisions into a five step plan, as well as retirement benefits. How these issues will be dealt with will also be discussed.

SECTION 11.2 MONTHLY MEETINGS

- a) Management and TPSA agree to meet monthly to discuss any issues which may be brought forward by either party. Any meeting may be canceled or reschedule by consent of both parties.
- b) Management and TPSA will meet to discuss the Senior Librarians' work schedule for Sunday hours in June of each year.

SECTION 11.3 INTEREST BASED BARGAINING

As outlined under continued discussions, mutually agreed to topics may be added to the interest based bargaining process.

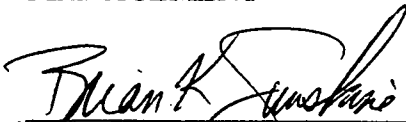

ARTICLE 12 - INTENT NOT TO ARBITRATE

- a) The Torrance Professional and Supervisory Association (TPSA) will not arbitrate the salary survey language as described in the attachment entitled "Statement of Intent and Process for Conducting Salary Survey" of the 1994-96 TPSA MOU.


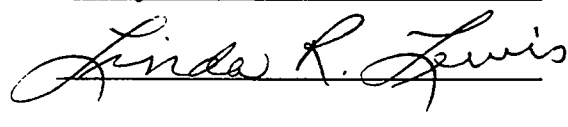
ARTICLE 13 - EFFECTIVE DATES

This Agreement shall be effective from the date of its approval by the City Council and through June 30, 1997, unless superseded by a subsequent Agreement. Such may be extended an additional 30 days with the consent of both parties.

MANAGEMENT

TORRANCE PROFESSIONAL AND
SUPERVISORY ASSOCIATION

SECTION 2

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

Introduced, approved and adopted this _____ day of _____, 1996.

Mayor of the City of Torrance

ATTEST:

City Clerk of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By _____

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

I. PURPOSE

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

II. DEFINITIONS

1. "Injury" means bodily injury caused by a non-industrial accident occurring while the employee is employed by the City.
2. "Sickness" means non-industrial sickness or disease causing loss of employment while the individual is employed by the City.
3. "Total Disability" means the substantial inability or physical incapacity of the employee to engage in his/her regular occupation or an occupation of similar compensation as the result of non-industrial sickness or injury.
4. "Partial Disability" means the substantial inability or physical incapacity of the employee to engage, except on a half-time basis, in his/her regular occupation or an occupation of similar compensation as the result of non-industrial sickness or injury.
5. "Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the disability.

III. BENEFITS UNDER THE CITY PROGRAM

1. Total or Partial Disability:

If an injury or sickness results in continuous total disability or continuous partial disability or combination of both, the employee while covered hereunder, who requires "regular care and attendance", shall receive from the City the monthly benefit. The monthly benefit will terminate on the earliest of:

- a) The date of death of the employee;
- b) The date benefits have been incurred for the maximum benefit period;

- c) The date the employee retired (provided, however, that the employee shall receive a total of the monthly benefit related to a combination of both retirement and long term disability benefits if totally or partially disabled to the normal expiration of benefits);
- d) The date the employee ceases to be totally or partially disabled;
- e) The date specified in a settlement agreement between the employee and the City.

The employee shall be eligible for benefits as noted below:

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

2. Recurrent Disability:

- a) If, following a period of disability due to sickness or injury, for which the Monthly Benefit was payable under the program, the employee shall resume duties of his or her regular occupation for a continuous period of one year or more, any subsequent disability resulting from or contributed to by the same cause or causes shall be considered as a new period of disability.
- b) If the injured employee resumes the duties of his/her regular occupation for less than a one year period of time, the following shall apply:
 - 1) A subsequent disability resulting from the same cause shall be considered a continuation of the original incident. The employee shall be eligible for the length of time specified in the Long-Term Disability Benefit section of the Resolution less that amount of time previously utilized for the same incident.

- 2) An employee who sustains a subsequent disability resulting from a new cause shall be eligible for one month of benefits for each two months of service worked in the intervening period of time plus any earned time remaining from the initial incident.
- c) The determination as to whether a disability is a new incident or a continuation of an original incident shall be subject to verification by medical authority and appropriate supporting medical documentation.

IV. REDUCTIONS

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

V. TERMINATION OF COVERAGE

1. The coverage of any employee shall terminate on the earliest of the following dates:
 - a) The date the program is terminated by mutual agreement of the employee groups and the City of Torrance;
 - *b) The date the employee leaves or is dismissed from the employment of the employer, is retired or leaves the representation groups covered by the Master Resolution.

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

- c) The date of entry of the employee into military service except for temporary duty of 30 days or less.
- 2. Such termination shall be without prejudice to any pre-existing total disability claim of the employee except as agreed to between the parties in settlement.

VI. EXCLUSIONS

- 1) The program does not cover disability:
 - a) Resulting from any intentionally self-inflicted injury;
 - b) Caused by or resulting from service in the Armed Forces of any country, except for temporary active duty assignments of not more than 30 days.
 - c) Resulting from any act of war, declared or undeclared;
 - d) Resulting from participating in or consequence of having participated in the committing of a felony.