

RESOLUTION NO. 2014-39

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 APRIL 6, 2014 THROUGH DECEMBER 31, 2017, AND REPEALING RESOLUTION NO. 2011-44.

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

SECTION I

That Resolution No. 2011-44 is hereby repealed in its entirety.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:

MEMORANDUM OF UNDERSTANDING

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

2014 – 2017

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 April 6, 2014 to December 31, 2017, and was reached through agreement of the undersigned parties.

Signed this 11th day of April 2014.

Management

TRREO

/s/ Aram Chaparyan

/s/ Deborah Collins

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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.

Effective the first pay period in July 2014, the City will no longer issue hard copy statements for employees on Direct Deposit. All Direct Deposit statements will be issued electronically via the self-service Human Resources/Payroll system. If the Employee does not have a City-issued email account to receive notifications, City Information Technology staff will assist in setting up an account through available free email services at Microsoft (hotmail) or Google (gmail).

SECTION 2.3 SALARY RATES AND JOB TITLES

A) Salary Schedule A

For employees hired before July 1, 1992, the following hourly salary rates are hereby assigned to the positions of the following job titles:

Base Hourly Salary Effective April 6, 2014	
Class Title	Step 1
Aquatics Instructor	15.68
Instructor I	22.65
Instructor II	28.29
Lifeguard	15.22
Pool Cashier - Clerk	11.75
Pool Locker Room Attendant	9.70
Pool Manager	21.03
Pool Manager, Assistant	6.97
Recreation Assistant	9.71
Recreation Leader	11.75
Recreation Leader, Senior	13.64
Recreation Specialist	17.85
Recreation Specialist II	22.65

Base Hourly Salary Effective January 1, 2015	
Class Title	Step 1
Aquatics Instructor	15.99
Instructor I	23.11
Instructor II	28.86
Lifeguard	15.52
Pool Cashier - Clerk	11.99
Pool Locker Room Attendant	9.89
Pool Manager	21.45
Pool Manager, Assistant	17.31
Recreation Assistant	9.90
Recreation Leader	11.99
Recreation Leader, Senior	13.91
Recreation Specialist	18.21
Recreation Specialist II	23.11

Base Hourly Salary Effective January 1, 2016	
Class Title	Step 1
Aquatics Instructor	16.63
Instructor I	24.03
Instructor II	30.02
Lifeguard	16.14
Pool Cashier - Clerk	12.46
Pool Locker Room Attendant	10.29

Base Hourly Salary Effective January 1, 2016	
Class Title	Step 1
Pool Manager	22.31
Pool Manager, Assistant	18.00
Recreation Assistant	10.30
Recreation Leader	12.46
Recreation Leader, Senior	14.47
Recreation Specialist	18.94
Recreation Specialist II	24.03

B) Salary Schedule B

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

Base Hourly Salary Effective April 6, 2014			
Class Title	Step 1	Step 2	Step 3
Aquatics Instructor	14.24	14.90	15.68
Instructor I	20.53	21.59	22.65
Instructor II	25.68	26.94	28.29
Lifeguard	13.81	14.45	15.22
Pool Cashier - Clerk	10.66	11.19	11.75
Pool Locker Room Attendant	8.79	9.23	9.70
Pool Manager	19.10	20.03	21.03
Pool Manager, Assistant	15.41	16.19	16.97
Recreation Assistant	8.80	9.26	9.71
Recreation Leader	10.66	11.19	11.75
Recreation Leader, Senior	12.37	13.02	13.64
Recreation Specialist	16.19	16.97	17.85
Recreation Specialist II	20.53	21.59	22.65

Base Hourly Salary Effective January 1, 2015			
Class Title	Step 1	Step 2	Step 3
Aquatics Instructor	14.52	15.20	15.99
Instructor I	20.94	22.03	23.11
Instructor II	26.20	27.48	28.86
Lifeguard	14.09	14.74	15.52
Pool Cashier - Clerk	10.87	11.41	11.99
Pool Locker Room Attendant	8.97	9.42	9.89
Pool Manager	19.49	20.43	21.45
Pool Manager, Assistant	15.72	16.51	17.31
Recreation Assistant	8.98	9.45	9.90
Recreation Leader	10.87	11.41	11.99
Recreation Leader, Senior	12.62	13.28	13.91
Recreation Specialist	16.51	17.31	18.21
Recreation Specialist II	20.94	22.03	23.11

Base Hourly Salary Effective January 1, 2016			
Class Title	Step 1	Step 2	Step 3
Aquatics Instructor	15.10	15.81	16.63
Instructor I	21.78	22.91	24.03
Instructor II	27.25	28.58	30.02
Lifeguard	14.65	15.33	16.14
Pool Cashier - Clerk	11.31	11.87	12.46
Pool Locker Room Attendant	9.33	9.79	10.29
Pool Manager	20.27	21.25	22.31
Pool Manager, Assistant	16.35	17.17	18.00
Recreation Assistant	9.34	9.82	10.30
Recreation Leader	11.31	11.87	12.46
Recreation Leader, Senior	13.12	13.81	14.47
Recreation Specialist	17.17	18.00	18.94
Recreation Specialist II	21.78	22.91	24.03

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 may be assigned to another employee by the Department Head or designee. 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 \$1,000 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.
- E) Upon separation from employment, employees covered by this agreement may roll-over any available fund balances to a qualified IRA (Individual Account) plan.

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.

SECTION 8.2 SECURITY PROVISIONS

- A) The following Agency Shop provisions shall apply to employees in classifications listed in Section 2.3 of this agreement.
- 1) No later than thirty (30) days from the beginning date of employment, each employee shall either become a member of Torrance Recurrent Recreation Employees Organization (TRREO) or pay to TRREO a service fee of one hundred percent (100%) of the monthly dues and general assessments of TRREO.

Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organizations as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues to a non-religious, non-labor charitable fund exempt from taxation under Section 501 c (3) of the Internal Revenue code.
 - 2) The City will provide to TRREO a listing of all new employees, their classifications, departments and department/division telephone numbers within two weeks of their hire date.
 - 3) Notification of new employees
 - a) An authorization card will be distributed by TRREO during the New Employees Orientation meeting which occurs on the first Monday of each month.
- B) The City shall deduct the dues, service fee or charitable contribution from every check issued during each pay period for each employee in the bargaining unit as specified by TRREO under the terms contained herein.
- C) The City shall also apply this provision to every employee who transfers into this representation unit after November 14, 2006 within 60 calendar days of the transfer.
- D) TRREO agrees to indemnify, defend and hold the City free and harmless from any and all liability and claims for damage by any persons including, but not limited to, employees in classifications covered by this agreement regarding this section. It is also agreed that neither any employee nor TRREO shall have made any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deduction were or should have been made.
- E) Any employee who has initially elected to pay a service fee or make a charitable donation instead of becoming a member of TRREO, and subsequently desires to become a member in good standing of said organization, may, without penalty, begin payment of full union dues beginning with the next payroll period and continue such membership during the effective life of this agreement.
- F) Every employee represented by TRREO, upon hire by the City, shall be provided with a packet of information relevant to TRREO membership and organizational activities. Such packet, prepared by TRREO, shall include the name of the employee organization president, and shall be approved by the City for relevant content prior to distribution.

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

ARTICLE 9 - CONTINUED DISCUSSIONS

SECTION 9.1 CONTINUED DISCUSSIONS

- A) Management and employee group will continue to discuss the following items:
1. Recreation Services Division and Cultural Services Division Reorganization and Job Description and Title Changes: Either party may request a re-opener to modify Section 2.3 (Salary Rates and Job Titles)
 2. Section 3.2 – Move Up

ARTICLE 10 - NOTICES

SECTION 10.1 NOTICES

- A) Notices to City
The address for all Notices (hereinafter defined) given by Association to City shall be:
- City Manager's Office
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
Attn: Chief Labor Negotiator
- Fax: (310) 618-5891
- B) Notices to Association
The address for all Notices hereunder given by City to Association shall be given in the following manner:
- In January of each year the Association shall provide to the address shown in 12.1(A) above a listing of the officers of the Association. Included in that listing are those officers that are to be noticed per this section. Included shall be the mailing or e-mail address or both to be used for that notice. A fax number may be given if available. The list of officers for notice shall be updated by the Association every six (6) months.
- C) Effectiveness
Any and all notices, demands or other communications (Notices) required or desired to be given hereunder by either party shall be in writing and shall be validly given or made by any of the following methods:
- 1) By personal delivery
 - 2) By fax if also deposited at the same time for delivery by U.S. Mail in the manner described in clause (iii)
 - 3) By deposit in the U.S. Mail, certified or registered, postage prepaid
 - 4) By delivery by a same day or overnight courier (e.g., FedEx, etc.)

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

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

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

ARTICLE 11 - MISCELLANEOUS

SECTION 11.1 RELEASE TIME

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

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

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

A) Negotiations:

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

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

B) Hearings:

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

ATTACHMENT A
REQUEST FOR RELEASE TIME FORM

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

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

Date: _____

Employee: _____

Department/Division: _____

Immediate Supervisor: _____

Release Date(s) Requested: _____

Scheduled Meeting Time(s): _____

Location of Meeting: _____

Purpose (check appropriate box):

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

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