

RESOLUTION NO. 2022-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR THE CERTAIN PART-TIME HOURLY EMPLOYEES BEGINNING DECEMBER 18, 2022 AND REPEALING RESOLUTION NO. 2018-86.

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

SECTION I

That Resolution No. 2018-86 and all previous Resolutions are hereby repealed in their entirety.

SECTION II

This Resolution provides compensation procedures for employees who are in job titles not currently represented by a designated employee organization and is hereby approved in its entirety to read as follows:

CERTAIN PART-TIME HOURLY EMPLOYEES

2022

ARTICLE 1- COMPENSATION

SECTION 1.1 PAY RANGES AND CLASS TITLES

A. The pay grades described below are hereby assigned to the position titles of the following Certain Part-Time Hourly Employees *effective December 18, 2022*.

BASE CERTAIN PART TIME HOURLY PAY RANGES

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Admin Project Aide	Hourly	\$20.96								
Aide, Election	Hourly	\$21.42	\$21.96	\$23.07	\$24.22	\$25.44	\$26.02	\$26.71	\$27.38	\$28.05
Aide, Environmental	Hourly	\$15.60								
Aide, Office	Hourly	\$15.60								
Box Office Attendant	Hourly	\$15.60								
Cable TV Announcer	Hourly	\$17.52	\$18.40	\$19.32	\$20.29	\$21.30	\$22.37	\$23.48		
Cable TV Assistant Writer	Hourly	\$21.27	\$22.36	\$23.44	\$24.64	\$25.88				
Cable TV Production Assistant	Hourly	\$17.24	\$18.11	\$19.01	\$19.96	\$20.96	\$22.01	\$23.11		
Facility Operations Attendant	Hourly	\$15.60								
Facility Operations Attendant, Sr.	Hourly	\$16.30	\$17.11	\$18.00	\$18.91	\$19.80	\$20.82			
Fire Cadet	Hourly	\$15.75	\$16.58	\$17.36	\$18.26					
Intern I	Hourly	\$15.60	\$16.50	\$17.69						
Intern II	Hourly	\$18.55	\$19.49	\$20.46	\$21.51	\$22.56				
Management Assistant	Hourly	\$22.14	\$23.24	\$24.41	\$25.64					
Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Cadet	Hourly	\$15.75	\$16.58	\$17.36	\$18.26					
Senior Box Office Attendant	Hourly	\$18.30	\$19.19	\$20.20						
Stage Manager	Hourly	\$22.61	\$23.75	\$24.92						
Theater Technician	Hourly	\$17.80	\$18.70	\$19.66						

ARTICLE 2 – COMPENSATION PROVISIONS

SECTION 2.1 BASE PAY RANGE

A. Starting Pay Rates

Original appointment to a position shall normally be made at the first step. Upon recommendation of the Department Head, and approval by the City Manager, initial compensation may be at a higher step within the range for the class.

B. Step Advancement

Base pay step advancement within a pay range shall normally be on the first day of the nearest pay period to the anniversary of each year of service, to the maximum step of the base pay range. Step advancement shall be subject to a recommendation of the Department Head and concurrence of the City Manager based on satisfactory performance and may be accelerated where outstanding performance may justify.

SECTION 2.2 METHODS OF COMPENSATION

Compensation shall be earned on an hourly basis and shall be paid on a bi-weekly basis.

SECTION 2.3 REQUIREMENTS AS TO CONTINUITY OF SERVICE

- A. Service requirements for advancement within the pay range shall be based on continuous and total service as an employee.
- B. All unauthorized absences shall be grounds for disciplinary action except where it can be shown that the employee could not respond due to a bona fide emergency (the employee shall still be docked for any time not worked). Any unauthorized leave in excess of three (3) consecutive work days shall be grounds for discharge.

SECTION 2.4 RATE OF PAY ON PROMOTION

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

ARTICLE 3 – WAGE SUPPLEMENTAL BENEFITS

SECTION 3.1 RETIREMENT

A. Public Employees' Retirement System (PERS)

Employees in the following job titles shall be covered by PERS. The benefits of that plan are covered by the current contract between the City of Torrance and PERS: Stage Manager, Theater Technician, Facility Operations Attendant, Senior Facility Operations Attendant and Juvenile Counseling Intern.

- B. Commencing November 1, 1992, the City shall pay 7% of the employee's 7% contribution to PERS for employees covered by this Resolution pursuant to Section 20015 of the California Government Code. Such payments shall be reported simply as normal contributions and shall be credited to member accounts. These contributions shall, at time of termination, belong to the employee. These contributions shall be reported to PERS as compensation as provided by SB 53.
- C. Employees hired on or after such date shall be covered by the highest three (3) years PERS retirement option. In addition to the PERS Program, employees in the titles listed above shall be covered by Social Security.

- D. 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.
- E. All new hires who are covered by PERS (employees in the titles listed in 3.1(A)) shall be responsible for the employee's contribution to PERS, currently 7% of pay.
 - 1. Section 3.1(D) would no longer be applicable.
- F. Employees covered in this Resolution who are not listed in Section 3.1 (a) shall have a deferred income plan with provisions as allowed by federal law and shall be enrolled in the City's Deferred Compensation Plan.
- G. In accordance with the provisions of the Public Employees Pension Reform Act (PEPRA), employees covered by this agreement hired on or after January 1, 2013 who do not qualify as "classic members" of PERS, shall be considered "new members" and shall be enrolled in the 2% at age 62 defined benefit formula with final compensation calculation period of three (3) consecutive years. Employees shall be responsible for fifty percent (50%) of the normal cost attributable to the applicable retirement formula.

Note: The definition of "classic member" or "new member" is established per the California Public Employees Retirement System (CALPERS).

SECTION 3.2 INDUSTRIAL ACCIDENT

- A. Employees who are injured on the job are subject to State Law with regard to industrial injury benefits.

SECTION 3.3 HOLIDAYS

- A. Senior Aides shall receive four (4) hours per paid holiday. Environmental Aides shall receive eight (8) hours per paid holiday. To be eligible, an employee must work at least 12 hours during the pay period in which the holiday falls.

The following days shall be considered holidays with pay for Senior Aides and Environmental Aides only:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve
- Christmas
- New Year's Eve

- B. Stage Manager, Theater Technician, Facility Operations Attendant, Sr. Facility Operations Attendant, Box Office Attendant, and Senior Box Office Attendant shall receive holiday pay equaling four (4) hours pay for Christmas Day (December 25), New Years Day (January 1) and Martin Luther King Jr.'s Birthday. To be eligible, an employee must work at least 12 hours during the pay period in which Christmas Day, New Years Day and Martin Luther King Jr.'s Birthday falls.
- C. Employees with the following job titles receive no holiday pay: Juvenile Counseling Intern, Cable TV Writer, Cable TV Production Assistant.

SECTION 3.4 BEREAVEMENT LEAVE

- A. Each employee covered by this Agreement shall be entitled to up to five (5) work shifts of bereavement leave; three (3) shifts with pay and two (2) shifts without pay per death of eligible family members.
- B. Additional paid bereavement leave of up to two (2) work shifts may be granted by the Department Head upon request.
- C. Such bereavement leave shall apply to a death as defined for family sick leave. In addition, an employee may request a vacation or sick leave day for bereavement leave for a relative not named in the family sick leave listing, subject to verification of the Department Head.
- D. Such request shall not be unreasonably denied and shall not be denied on the basis of a below standard evaluation. If employee decided to use a sick leave day, this leave shall not be used against the departmental sick leave average.
- E. Bereavement leave shall not be accruable from year to year, nor shall it have any monetary value if unused.

SECTION 3.5 COMPASSIONATE LEAVE

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

- A. 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.
- B. Compassionate leave shall not be accruable nor shall it have any monetary value if unused.

SECTION 3.6 UNIFORM PROVISIONS

Where uniforms are required by the Department, such uniforms shall be provided for by the City. A failure to wear the required uniform shall be grounds for disciplinary action.

SECTION 3.7 SHOE ALLOWANCE

Senior Aides, Facility Operations Attendants, Sr. Facility Operations Attendants and Theater Technicians who are in assignments requiring the wearing of safety shoes shall receive \$82.50 each six (6) months of employment payable during June and December of each year. Employees who are on the payroll effective the first pay period in June and December will be eligible for such benefit. Such an employee is subject to disciplinary action for failure to wear safety shoes on the job.

ARTICLE 4 – SPECIAL COMPENSATION PROVISIONS

SECTION 4.1 OVERTIME COMPENSATION

- A. Employees who work in excess of 40 hours per work week shall be paid at the rate of 1½ times the regular hourly rate.
- B. Overtime Claims for Compensation

Overtime worked must be reported to the Finance Director within 15 calendar days after the end of the pay period in which the services were rendered. Failure to do so waives any claims for compensation for such service by the employee concerned.

SECTION 4.2 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 a temporary absence of another employee.

- B. Assignment

1. When an employee is temporarily absent from his job, another employee may be assigned by the Department Head or his designee to do the work of the absent employee.
2. The assigned employee need not possess the minimum qualifications for the positions of the absent employee.
3. An employee with a performance improvement plan and/or a “Below Standard” or “Unsatisfactory” performance evaluation in the preceding 12 months will not be considered. For purposes of this section, the employee's performance shall be considered standard if they have not received an evaluation for more than a year.
4. The Department Head may permit the position to remain temporarily vacant, if, in his opinion, the public health, welfare, and safety are not jeopardized.
5. An employee may decline a move-up assignment.

C. Duration of Assignment

1. 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:
 - a. Each such assignment shall not exceed 90 days duration.
 - b. 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

1. Priority for move-up assignments shall first be given to employees in the same Department and Division regularly employed in a job title whom the Department Head or designee certifies is capable of performing the work of the absent employee.

E. Absence of Move-up Employees

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

F. Move-up Pay for Vacant Position

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 lowest step for such assigned position which will give the employee 5% or more than the current salary of that employee.
2. For the purpose of this Section, four or more consecutive hours shall constitute a day.

SECTION 4.3 SUPERVISORY PAY POLICY

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

SECTION 4.4 EMPLOYEE INSURANCE

In compliance with the provisions of the Affordable Care Act, an employee who works more than thirty (30) hours per week on a regular basis over twelve (12) months will receive City paid one-party part-time health insurance.

A. Medical Insurance

1. The City shall pay the applicable monthly PERS minimum contribution per employee for active and retired employee health insurance. The PERS minimum contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the PERS minimum contribution cannot be used for any other purpose.
2. Cost of Medical Insurance for Active Employees: In addition to the PERS minimum contribution, the City shall provide active employees with an additional contribution

which may be used by the employee to pay for approved health insurance plan premiums. The aggregate amount of the Cafeteria Contribution and the PERS minimum contribution shall be referred to as the "City Contribution." The Cafeteria Contribution will be calculated by deducting the applicable PERS minimum contribution from the total City Contribution. The City Contribution cannot be taken in cash and will only be made by the City to the extent of the eligible employee's election of insurance pursuant to the limitations in this Section 4.4. Employees may opt-out of City-offered benefits.

Effective January 1, 2023

Health Insurance One-Party	
Cafeteria Contribution	\$372.62

ARTICLE 5 – WORKING CONDITIONS

SECTION 5.1 HOURS OF WORK

- A. Torrance City Hall operates on a 9/80 closed schedule.
- B. 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.
- C. The City will continue to work toward the implementation of a modified work schedule in Departments which do not currently operate under the 9/80 program.
- D. Employees, not on a modified or 9/80 schedule, shall work 40-hour work week.

SECTION 5.2 LUNCH PERIODS

- A. Employees who work more than four (4) hours in one day may be entitled to a lunch period not to exceed one (1) hour per regular work day or regular work shift.
 - 1. Such lunch period shall be without pay, as specified under Hours of Work, and may not be accumulated.
 - 2. The amount of time for lunch period and the procedure for taking lunch period shall be determined by Departmental rules and regulations.

ARTICLE 6 – GRIEVANCES

SECTION 6.1 DEFINITION OF A 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 Resolution affecting employee's wages, hours and working conditions.

SECTION 6.2 THE 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.

A. First Step: Supervisory Level

The grievance must be presented 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. The aggrieved employee(s) and/or a representative shall meet with the employee's immediate supervisor.

The immediate supervisor may ask for a superior to participate.

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.

If a grievance is against a Department Head, the employee shall appeal in writing to the City Manager.

B. Second Step: Department Head Level

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.

The Department Head may require the employee's superiors present at such If the grievance is not resolved by the end of the fifth 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

The aggrieved employee(s) and/or a representative(s) shall meet and consult with the City Manager or a designee.

The City Manager may require the Department Head to be present at such conference.

D. General Grievance Provisions

ARTICLE 7 – MISCELLANEOUS

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.

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.)

A grievance shall be considered untimely if not presented by the employee within 30 calendar days of the alleged grievance.

SECTION III SEVERABILITY

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


INTRODUCED, APPROVED and ADOPTED this 20th day of December, 2022.



Mayor George K. Chen

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN, City Attorney

ATTEST:

By 

Tatia Y. Strader
Assistant City Attorney



Rebecca Poirier, MMC, City Clerk


TORRANCE CITY COUNCIL RESOLUTION NO. 2022-145

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, Rebecca Poirier, City Clerk of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Torrance at a regular meeting of said Council held on the 20th day of December, 2022 by the following vote:

- AYES: COUNCILMEMBERS Griffiths, Kaji, Kalani, Lewis, Mattucci, Sheikh, and Mayor Chen.
- NOES: COUNCILMEMBERS None.
- ABSTAIN: COUNCILMEMBERS None.
- ABSENT: COUNCILMEMBERS None.

Date: 1/4/23



Rebecca Poirier, MMC
City Clerk of the City of Torrance