

RESOLUTION NO. 2023-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE LIBRARY EMPLOYEES ASSOCIATION (TLEA), AND REPEALING RESOLUTION NO. 2019-36

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

SECTION I

That Resolution No. 2019-36 hereby repealed in its entirety.

SECTION II

The following agreement between representatives of Management and the representatives of the Torrance Library Employees Association is hereby approved in its entirety to read as follows:

MEMORANDUM OF UNDERSTANDING
TORRANCE LIBRARY EMPLOYEES ASSOCIATION
(TLEA)

2023-2024

**A MEMORANDUM OF UNDERSTANDING SETTING
FORTH THE HOURS, WAGES AND WORKING
CONDITIONS FOR EMPLOYEES REPRESENTED BY
TORRANCE LIBRARY EMPLOYEES ASSOCIATION
(TLEA)**

An agreement of the undersigned representatives of the Torrance Library Employees Association and the representatives of the City of Torrance (City) that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions January 1, 2023 through June 30, 2024 and was reached through agreement of the undersigned parties.

The parties agree to commence negotiations for a successor MOU in 2024, so that an agreement can be reached prior to the expiration of this agreement. The City agrees that negotiations will commence within two months of the Union's request for information, but no earlier than January 1, 2024.

Signed this 23rd day of May 2023

Management

/s/John La Rock

/s/ Jamie Le

TLEA

/s/David Inez

/s/Kenny Evans

/s/Bob Adams

/s/Jeff Romi

/s/Maureen Baez

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ARTICLE 1 - PREAMBLE

SECTION 1.1 INTRODUCTION

The following is the agreement regarding hours, wages, and working conditions between the representatives of Management and the Torrance Library Employees Association. Each section of this agreement shall be considered in its entirety and subsections shall be considered only in the context of section as a whole.

Permanent employees, both full and part time are noted as Section I employees. Part-time employees are noted as Section II employees. Benefits and conditions of work are differentiated as Section I or Section II employees, as appropriate.

SECTION 1.2 EMPLOYEE RIGHTS

Employees of the City shall have the exclusive right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his exercise of these rights. The City shall not hinder or discipline employees for exercising any rights or benefits provided in this agreement or by State or Federal laws of Municipal Code provisions.

An employee who is requested to meet with a supervisor is entitled to have a representative present if the employee has a reasonable belief that the meeting may lead to the imposition of discipline against him/her.

SECTION 1.3 OBLIGATION TO MEET AND CONFER

Although nothing in this agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement, it is understood and agreed that neither party may require the other party to meet and confer on any subject matter covered herein or with respect to any other matter within the scope of representation during the term of this agreement. The parties agree to meet and confer on the items listed below prior to termination of this agreement. There is no guarantee that any of these items will be implemented during the life of this agreement.

- Library Van Driver Premium and Protocol
- Meet and Confer within 30 days regarding *Supervising Librarian* (working title) Premium
- Modifications to Departmental Work Rules
- Torrance Municipal Code changes
- Holiday Pay
- Establish a Labor-Management Committee (LMC) to collaboratively explore solutions to the existing gaps between employee benefit contributions, out-of-pocket expenses, and coverage features.

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 SALARY ADVANCEMENTS WITHIN BASE PAY RANGE

A. Starting Pay Rates

1. Original appointment 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 step in the range for the class based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or is required by a temporary shortage of applicants for the class involved; and further provided, that, in the latter case all current employees in the involved class who are receiving less than the new initial compensation rate shall have their rates of pay adjusted to such rate.

B. Step Advancement Within a Base Pay Range

1. Base pay step advancement within a pay range shall 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.
2. Such step advancement within the base pay range shall be subject to the employee having received at least a satisfactory rating at the most recent performance evaluation. If no such rating is on file the step increase shall automatically be granted.

Upon recommendation of the department head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify. (Advancements to the next step following such accelerated advancement shall normally be after one year for base steps and two years for extended steps).

3. Library Page advancement to step 2 shall occur no sooner than upon completion of one year's continuous service in the position.
4. Senior Library Page advancement to step 2 shall occur no sooner than upon completion of one year's continuous service on the job. Further step increases as provided in the hourly salary range schedule shall occur no sooner than upon completion of each additional continuous year of service on the job.

C. Rate of Pay on Promotion

Whenever any employee covered by this agreement is promoted, he/she 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% per month.

SECTION 2.2 REQUIREMENTS AS TO CONTINUITY OF SERVICE

For Section I employees, service requirements for advancement within salary range, industrial accident leave, long term disability, merit steps, vacation, and annual leave shall be based on continuous and total service as a regular employee.

- A. Leaves of absence without pay of ten (10) working days or less and leaves with pay shall not interrupt continuous service nor be deducted from total service.
- B. Leaves of absence without pay in excess of ten (10) working days except for extended military leave shall be deducted in computing total service but shall not serve to interrupt continuous service.
- C. All unauthorized absences without leave shall be grounds for disciplinary action except where it can be shown that the employee could not respond due to a bona fide emergency (the employee shall still be docked for any time not worked). Any unauthorized leave in excess of three work days in any calendar month shall be deducted from total service and may at the discretion of the City Manager interrupt continuity of service and be grounds for discharge.

SECTION 2.3 METHODS OF COMPENSATION

- A. Compensation shall be paid on an hourly basis.
- B. Payments due shall be paid on a bi-weekly basis unless otherwise specified in this agreement. By mutual consent of the parties, more frequent payment and other modifications can be made.
- C. Base hourly pay shall be the regular rate of pay for a particular classification without consideration of any premiums, or extraordinary compensation.
- D. For purposes of this agreement, the (1) remaining Junior Library Clerk (JLC) I incumbent will receive the same salary as Senior Library Page and are eligible for pro-rated Health Insurance, Retirement, Sick Leave and Vacation benefits. It has been the intent of TLEA and Management to eliminate the classification of JLC I through attrition effective April 14, 2019. The remaining JLCI must complete the Civil Service Process to be considered as a Civil Service Employee.

ARTICLE 3 - COMPENSATION

SECTION 3.1 PAY RANGES AND CLASS TITLES

1. BASE HOURLY PAY RANGE *Effective January 1, 2023*

A. Section I Employees

BASE HOURLY PAY RANGE

Classification Steps	Basis	1	2	3	4	5	6	7	8	9
Librarian	Hourly	29.31	30.79	32.34	33.94	34.80	35.65	36.55	37.49	38.40
Library Technician	Hourly	20.26	21.26	22.31	23.44	24.03	24.60	25.25	25.84	
Senior Library Technician	Hourly	24.04	25.25	26.46	27.84	28.53	29.24	30.00	30.71	31.49

B. Section II Employees

BASE HOURLY PAY RANGE

Classification Steps:	Basis	1
Library Page	Hourly	15.50
Senior Library Page	Hourly	15.50

2. BASE HOURLY PAY RANGE *Effective May 21, 2023*

A. Section I Employees

BASE HOURLY PAY RANGE

Classification Steps	Basis	1	2	3	4	5	6	7	8	9
Librarian	Hourly	\$31.07	\$32.64	\$34.28	\$35.98	\$36.89	\$37.79	\$38.74	\$39.74	\$40.70
Library Technician	Hourly	\$22.08	\$23.17	\$24.32	\$25.55	\$26.23	\$26.81	\$27.52	\$28.17	
Senior Library Technician	Hourly	\$26.20	\$27.52	\$28.84	\$30.35	\$31.10	\$31.87	\$32.70	\$33.47	\$34.32

B. Section II Employees

BASE HOURLY PAY RANGE

Classification Steps:	Basis	1
Library Page	Hourly	17.67
Senior Library Page	Hourly	18.55

- C. Removal of employees 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 actions

SECTION 3.2 PREMIUM PAY

Employees assigned to work requiring specified duties which require skills and abilities not contemplated in the employee's normal assignments 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. Assignment and reassignments shall be made by the division manager/Department Director subject to approval of the City Manager. Premium pay assignments shall be based on workload and skills required, and subject to any special provisions specified in this section for any particular assignment.

- A. **Lead Worker Librarian**

The Librarian who is assigned as the Lead Worker Librarian is primarily responsible for leading and supervising the day-to-day activities of Technical Processing and will receive a 5% premium above the base pay per hour while so assigned. The duties include coordinating the workflow of replacing materials, training Library Pages and Senior Library Pages to label and catalog materials so they are shelf ready, participating in the hiring process of employees and performing performance evaluations. The Lead Worker Librarian reviews the work of employees for accuracy and reports to the Senior Librarian.

SECTION 3.3 NIGHT SHIFT DIFFERENTIAL (Section I Employees)

- A. All employees covered by this agreement who are assigned to night shifts shall be paid at 10% over and above their 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. or before 8:00 a.m.
- B. For branch employees, night shift shall be defined as one-half or more of the shift if scheduled to work after 3:00 p.m.

ARTICLE 4 - WAGE SUPPLEMENTAL BENEFITS

SECTION 4.1 QUALIFICATION FOR BENEFITS

- A. Section I employees are eligible for benefits described herein. Part-time Section I employees shall qualify for 50% of the benefits described.
- B. Senior Library Pages are eligible for prorated benefits as noted:

Section 4.2.a (Employee Insurance), Section 4.4 (Retirement), Section 4.6 (Sick Leave), Section 4.9 (Vacation). These titles will not be eligible for Section 4.2.b (Disability), 4.2.c (Life Insurance), Section 4.5 (Industrial Accident.)

SECTION 4.2 EMPLOYEE INSURANCE

A. Employee Insurance

1. The City shall pay the applicable monthly PERS minimum contribution per employee and eligible annuitants toward medical insurance. The PERS minimum 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 plans the PERS minimum contribution cannot be used for any other purpose.
2. 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, dental, or vision insurance ("Cafeteria Contribution"). 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 4.2. Employees may opt-out of City-offered benefits. Certain employees who opt-out may be eligible for cash in lieu as provided in this section 4.2.A Item 5.
3. Contributions for Section I Employees:

For these employees, the City Contribution is \$597.68 for single-party coverage, \$1,140.36 for 2-party coverage, and \$1,595.96 for 3 party coverage. The Cafeteria Contribution can be calculated by subtracting the current PERS minimum contribution from the City's Contribution.

	NC (No Coverage)	1 Party	2 Party	3 Party
Cafeteria Contribution	\$400 (Per section 4.2.5)	\$597.68 less the PERS minimum contribution	\$1,140.36 less the PERS minimum contribution	\$1,595.96 less the PERS minimum contribution

4. Contributions for Part-Time Employees:
 - a. Medical Insurance for **part time** employees hired **prior to** January 1, 2008:
 - i. For these employees, the City Contribution is \$459.74 for single-party coverage, \$872.67 for 2-party coverage, and \$1,165.15 for 3-party coverage. The Cafeteria Contribution can be calculated by subtracting the current PERS minimum contribution from the City Contribution (see below):

	1 Party	2 Party	3 Party
Cafeteria Contribution	\$459.74 less the PERS minimum contribution	\$872.67 less the PERS minimum contribution	\$1,165.15 less the PERS minimum contribution

b. Medical Insurance for **part time** employees **hired after** January 1, 2008:

- i. For these employees, the City Contribution is \$338.55 for single-party coverage, \$593.84 for 2-party coverage, and \$774.67 for 3-party coverage. The Cafeteria Contribution can be calculated by subtracting the current PERS minimum contribution from the City Contribution as follows:

	1 Party	2 Party	3 Party
Cafeteria Contribution	\$338.55 less the PERS minimum contribution	\$593.84 less the PERS minimum contribution	\$774.67 less the PERS minimum contribution

5. Cash-In-Lieu Payments

Full-time (Section I) employees covered under this Resolution who meet the following requirements will receive a cash-in-lieu payment of \$400 per month for as long as the employee opts-out of medical coverage:

- a. The employee provides proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year for which the employee opts-out of City-offered coverage ("alternative required coverage").
 - b. The proof of coverage must show that the employee and all individuals in the employee's expected tax family have (or will have) the required MEC for the applicable period by signing and submitting an attestation to the City.
 - c. The employee must provide such reasonable evidence and attestation of alternative required coverage every plan year during open enrollment
 - d. The City will not provide the cash-in-lieu payment if it knows or has reason to know that the employee or tax family member does not have the alternative required coverage.
6. The City shall continue such health insurance premiums up to the amount covered by this section during a legitimate medical leave of absence for a period not to exceed 8 months for any employee covered by this agreement.
7. The City of Torrance joined the PERS health insurance to allow Torrance Library Employees to participate in health programs. Both Management and TLEA agreed to join the program so long as it did not impact any of the other bargaining units within the City. If the PERS health insurance plans significantly alter from the current structure or if the administrative and contingency fee charged by PERS increases above four percent (4%) for the annuitant, the City reserves the right to withdraw from the PERS health insurance plans. Management and TLEA agree to meet and confer on the restructuring of the employee insurance allowance and insurance program, upon such triggers.

8. Dental Insurance

All employees covered by this agreement will receive two-party dental insurance. This benefit has no cash value if not used.

9. Vision Insurance

All employees covered under this agreement will receive, at no cost to the Union or employee, one-party vision insurance. This benefit has no cash value if not used. If employees want to cover additional family members, additional insurance may be purchased.

10. The parties agree that if legislation is passed which significantly impacts the City's ability provide health insurance through PERS Medical the parties will return to the table to meet and confer.

11. Senior Library Pages will receive a prorated portion of these benefits.

B. Short/Long Term Disability:

1. In accordance with the provisions of the Commercial short term/long term disability plan, employees with pre-existing conditions who do not qualify for coverage under the Commercial policy shall receive the following benefit:

a. Commencing with the thirty-first (31st) calendar day after the first (1st) day of lost time, the employee shall receive two-thirds ($\frac{2}{3}$) base biweekly pay for a period of time not to exceed one (1) month for each two (2) months of service to a maximum of two years.

b. An employee requesting receipt of such benefits must meet the criteria specified in Attachment A and must request a medical leave of absence in connection with a request to receive long-term disability. The request for a medical leave of absence and for LTD benefits must be made in advance except where it can be shown that a bona fide emergency existed.

c. Payments, pro-rated for actual time on LTD, will commence on the thirty-first (31st) day of lost time by warrant issued every twenty-eight (28) days or portion thereof. They shall not entitle the employee to accrual of any other benefits.

d. The maximum of two (2) years shall be for a single or multiple instance subject to the employee restoring such benefit one (1) month for each (2) months of service. The "Maximum Benefit Period" means twenty-four (24) calendar months.

e. Such insurance is subject to administrative rules in Attachment A.

2. Employees who were active employees on or after August 1, 1997 and who qualify for the Commercial Insurance long term/short term disability program shall be covered as follows:

- a. An employee must request a medical leave of absence in connection with a request for such benefits.
- b. After an elimination period, employees will receive $\frac{2}{3}$ base pay for a period as determined under the guidelines of the commercial insurance policy.
- c. Eligibility for this Commercial plan, and all provisions of the plan are in accordance with the commercial insurance policy.

C. Life Insurance

Employees covered under this agreement shall receive a life insurance policy in the amount of no less than \$50,000.

The City and TLEA will jointly participate in the selection process of its insurance carriers for life insurance, short-term disability insurance and long-term disability insurance.

SECTION 4.3 ALLOWANCE FOR SECTION II EMPLOYEES

- A. Section II employees who have completed their fourth year of service shall receive \$75.00 per month.
- B. Effective June 30, 2002, only Library Pages who qualify will receive this payment. Sr. Library Pages are excluded from this allowance.
- C. Effective May 21, 2023 the \$75 per month Section II Allowance is included in Section II Employee base salary.

SECTION 4.4 RETIREMENT

- A. Employees covered by this agreement shall be covered by the City current contract with the California Public Employees Retirement System including, but not limited to 2% at 55 (per Government Code Section 21354), highest year and military buy-back (per Government Code Section 20042) and supplemented by Social Security.
- B. The City shall pay the employee's 7% contribution to PERS for employees of the Torrance Library Employees Association.
- C. The seven percent (7%) paid by the City is considered as employer-paid member contributions (EPMC).
- D. Effective February 1, 2011, all new hires shall be responsible for the employee's contribution to PERS, currently 7% of pay.
 - 1. Section 4.4(C) would no longer be applicable for those employees hired after February 1, 2011.
- E. Senior Library Pages will receive a prorated retirement benefit according to this section. Library Pages are excluded from PERS.

F. Public Employees Pension Reform Act:

Employees covered by this agreement hired on or after January 1, 2013 who do not qualify as *classic members* of CalPERS shall be considered *new members* and shall be covered by the City's contract with CalPERS in the 2% at age 62 defined formula, including military service credit purchase option, with a final compensation calculation period of the final three years. Per PEPRA, 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 4.5 INDUSTRIAL ACCIDENT (Section I Employees only)

A. For injuries sustained prior to August 3, 1997, the following applies:

In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:

1. Up to three (3) months during the first two (2) years of employment.
2. Up to six (6) months during the third (3rd) year of employment.
3. Up to twelve (12) months after three (3) years of employment for industrial injury.
4. Such leave shall be at ninety percent (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. For injuries sustained on or after August 3, 1997, the following applies:

In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:

1. Up to three (3) months during the first two (2) years of employment.
2. Up to six (6) months during the third (3rd) year of employment.
3. Up to eight (8) months after three (3) years of employment for industrial injury.
4. Such leave shall be at eighty-five percent (85%) 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.

C. Employees who are on industrial injury leave with pay as a result of an industrial injury shall continue to accrue seniority, and shall receive holidays, accrue vacation, and sick leave benefits the same as if they had been present for duty.

- D. An employee on industrial injury leave shall be under the direction of the City subject to medical advice and shall be available at all times unless he/she receives specific permission from the City.
- E. Management and the employee organization jointly indicate their concern for the proper use of industrial injury leave. Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.
 - 1. The Department Head shall notify TLEA within seventy-two (72) hours of any industrial injury which causes the death or hospitalization of any member of the bargaining unit.
- F. All Section II employees are entitled to benefits from the State of California with respect to industrial injury.

SECTION 4.6 SICK LEAVE

A. Sick Leave Use

An employee may use sick leave to care for themselves or family members in accordance with the California Family Rights Act. Such time shall be deducted from the existing sick leave of the Employee

B. Sick Leave Standard

- 1. Use of sick leave shall not necessarily in and of itself constitute misuse. However, sick leave use not in accordance with the California Family Rights Act, exceeds standard usage, and/or has a predictable pattern, may initiate a review of sick leave usage. If it is determined that an employee has misused their sick leave, the employee shall be notified of any restrictions or requirements to be placed upon the employee's use of sick leave regarding notification or use of other accrued leaves in cases where there is insufficient sick leave available.
- 2. Components of the sick leave standard may include section/division/department sick leave utilization average, taking into consideration the number of incidents and the number of hours used, patternistic sick leave use, depleted sick leave and/or other elements as reasonably established in the departmental work rules.

C. Accrual rate: SECTION I AND SENIOR LIBRARY PAGES

Permanent and probationary employees shall be granted sick leave in the following manner: Six hours per month to a maximum of 600 hours accrued sick leave. Senior Library Pages will accrue sick leave in a prorated manner based on the number of hours worked each month.

D. Cash or deferred compensation options (SECTION I AND SENIOR LIBRARY PAGES)

1. The employee may select, in June and/or December of each year, to convert any sick leave granted but unused over three hundred (300) hours into cash at the rate of one hour of pay for each hour of unused sick leave. Such payments shall be made before June 15 and/or December 15.
2. Any hours of sick leave which would have been granted over 600 hours accrued sick leave shall be converted into cash payable in December of each year on the basis of one hour pay for each hour of unused sick leave. An employee who wishes to defer this amount must submit a written request to the Finance Department no later than December 1.
4. Senior Library Pages may not defer sick leave.

E. Accrual rate: LIBRARY PAGES

1. After a 90-day employment requirement is satisfied, part-time employees are eligible to use paid sick leave to a maximum of 24 hours per year, but no more than 48 hours in two (2) consecutive years.
2. Part-time employees will accrue sick leave at the rate of one (1) hour of paid sick leave per thirty (30) hours worked to a maximum of 48 hours accrued sick leave per year.
3. Unused sick leave balance will rollover to the following year to a maximum of ninety-six (96) hours in a consecutive two-year period.
4. If an employee separates after 90 days of employment and is rehired within one year from the date of separation, the paid sick leave balance at the time of separation will be reinstated and the employee will continue to accrue additional leave up to the maximum limit (96 hours). The employee will not have to re-satisfy the 90-day employment period in order to use the accrued sick leave.
5. If an employee separates before 90 days of employment and is rehired within one year, the paid sick leave balance at the time of separation will be reinstated, and the employee will be subject to meeting the 90-day requirement before being able to use the sick leave benefit.
6. Accrued sick leave may not be converted or cashed out if unused or upon separation from employment. However, if an employee is promoted to a full-time or benefitted position the sick leave balance will carry over to the new position.

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. An employee who has been counseled about sick leave usage within the preceding 12 months may be advised, as part of said counseling, that he/she will be required to

furnish reasonable evidence, including a written statement from a medical professional, to substantiate any request for sick leave of two days or more.

3. A department may require a written statement from a medical professional without prior counseling where the absence is greater than 5 consecutive workdays or in cases where there is evidence of a specific violation of departmental work rules.

G. Return from sick leave

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

H. Overtime rate after sick leave

1. In the event an employee is absent on sick leave during part of a week and subsequently is required to work on his/her regular day off, he/she shall be compensated in the same manner as for overtime. He/she may, however, be required to substantiate an illness by a written statement from an attending licensed physician or a personal affidavit.
2. Said provisions shall not apply where an employee is called out for emergency work after hours and the overtime rate shall apply regardless of sick leave taken during the week.
3. For the 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. Conversion of sick leave (SECTION I AND SENIOR LIBRARY PAGES)

1. At the time of termination after the appropriate years of service an employee covered by this agreement shall have his accumulated sick leave converted by the City into cash or deferred income on the following basis:
 - a. After one year of service, each hour of accumulated sick leave shall equal $\frac{1}{4}$ hour pay.
 - b. After seven years of service, each hour of accumulated sick leave shall equal $\frac{1}{2}$ hour pay.
 - c. At retirement, each hour of accumulated sick leave shall equal one hour's pay.
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 TLEA, subject to consultation with Management.

J. Depleted sick leave

Employees who have insufficient sick leave accrued to cover an absence may request the use of other accrued leaves, according to departmental work rules. 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.

K. Personal Leave

Two work shifts of sick leave per calendar year may be used by the employee for personal leave for which no verification is required. Such leave must be approved in advance per departmental work rules and shall not be unreasonably denied.

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

The leave, while paid for out of sick leave, is actually paid personal leave and is not a part of sick leave usage in and of itself.

SECTION 4.7 HOLIDAYS

A. For the purpose of this agreement, the following days shall be considered holidays with pay:

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

B. Value of Holidays

1. Full-time Employees
A holiday shall be the value of the normal work shift - either eight (8), nine (9), or ten (10) hours.
2. Part-time employees eligible for holiday pay will be paid for four (4) hours per holiday except July 4, which shall be six (6) hours, and Christmas Day which shall be five (5) hours.

- C. When a holiday listed in this section occurs on a Saturday, the day immediately preceding such holiday will be observed as the holiday. When a holiday listed in this section occurs on a Sunday for pay purposes the day immediately following such holiday will be observed as a holiday. If a holiday falls on any other scheduled day off, the employee shall take another day off within twelve (12) months.
- D. The library system shall close at 6:00 p.m. the day before Thanksgiving. Scheduling shall be at the discretion of Library Management. Employees normally scheduled to work after 6:00 p.m. shall have their shift scheduled at the discretion of Library Management in order to provide sufficient coverage within that pay period.
- E. On July 1 of each year, the City Librarian will disseminate a list of holidays on which the library shall be closed.
- F. In order to be paid for the holiday, an employee must work at least one hour in the pay period or use one hour of approved paid leave time in the pay period.
- G. Birthday Leave (SENIOR LIBRARY PAGES)

All employees eligible for birthday leave will receive four (4) hours on their date of hire and four (4) hours at the beginning of each fiscal year thereafter. The four (4) hours will be added to their authorized leave balance at the beginning of the fiscal year. This leave may not be cashed out and is accruable for a maximum of 36 months.

SECTION 4.8 VACATION (SECTION I)

- A. Employees in classifications covered by this agreement shall earn vacation on a prorated hourly basis as follows:
 1. Upon hire and completion of 2nd year of employment, at the rate of 9.33 hours per month.
 2. Commencing with the 3rd year of employment and until the completion of three years of employment, at the rate of 10.00 hours per month t.
 3. Commencing with the 4th year of employment and until the completion of four years of employment, at the rate of 10.67 hours per month.
 4. Commencing with the 5th year of employment and until the completion of nine years of employment, at the rate of 12.67 hours per month.
 5. Commencing with the 10th year of employment and until the completion of twenty years of employment, at the rate of 16.02 hours per month.
 6. Commencing with the 21st year of employment, at the rate of 17.33 hours per month.
 7. Commencing with the 25th year of employment, at the rate of 18.00 hours per month.

C. Vacation Eligibility

Only probationary or permanent employees who regularly work 40 hours per week, or permanent part time employees who work 20 hours per week shall earn vacation and only while receiving compensation from or through the City, and vacation shall be calculated on an hourly earned basis.

D. The time of taking vacation shall be determined by the department head, subject to review by the City Manager. An employee may take vacation only in increments of full days or shifts unless department head approval is given for small increments of not less than 4 hours.

E. An employee can accrue vacation up to the amount earned over the preceding 36 months.

F. Borrowing

An employee may borrow up to forty (40) hours of earned vacation subject to the approval of his department head.

G. Effect of Holidays

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

H. Effect of Separation

1. Any borrowed vacation owed by a terminating employee shall be deducted from employee's final pay.
2. Any vacation owed to a terminating employee shall be added to the employee's final pay in the form of cash or deferred income.

I. Sixteen (16) hours of vacation per fiscal year may be used for personal leave. Such leave shall be asked for one week in advance except in case of a bona fide emergency. The leave shall not be accruable from year to year and if used, shall be deducted from earned vacation. Subject to division manager approval, personal leave may be taken in increments of less than four (4) hours.

J. Pay for vacation

An employee, subject to Department Head approval, may select either to receive pay or to defer vacation pay up to 80 hours per fiscal year. Employees must, however, leave a minimum balance of 40 hours on the books. Sr. Library Pages are not eligible to defer.

K. Senior Library Pages accrue vacation on a prorated basis.

SECTION 4.9 AUTHORIZED LEAVE BENEFITS (LIBRARY PAGES)

- A. Employees in classifications covered by this agreement shall earn vacation as follows:
 - 1. At the rate of 24 hours per year of employment by each regular employee.
 - 2. Commencing with the 5th year of employment and until the completion of 9 years of employment, at the rate of 44.00 hours per year of employment.
 - 3. Commencing with the 10th year of employment at the rate of 64 hours per year of employment.
- B. Vacation leave has to be taken at a time mutually agreeable to the City and the employee and has no cash value if not used.
- C. Employees in the classification covered by this agreement shall be granted sick leave at the rate of 16 hours per year of employment.
- D. Sick Leave accrued must be used per guidelines set forth in Section 4.6.
- E. Two full work shifts of sick leave per fiscal year may be used for personal leave for which no verification is required. Such leave shall be approved in advance per departmental work rules. The amount is deducted from sick leave and shall be taken in no less than four-hour increments.

The procedure for taking authorized leave shall be prescribed by departmental rules and regulations.

- F. An employee can accrue vacation up to the amount earned over the preceding 36 months.

SECTION 4.10 BEREAVEMENT LEAVE

- A. Employees covered by this Agreement shall be entitled to up to five (5) typical work shifts of bereavement leave; (3) typical work shifts will be with pay and (2) typical work shifts without pay per death of eligible family members.
- B. Additional paid bereavement leaves of up to the equivalent hours of two (2) typical work shifts may be granted by the Department Head upon request due to a death or funeral which occurs out of state or in the state in excess of 300 miles from the borders of the City of Torrance.
- C. Such bereavement leave shall apply to a death of a family member 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 a request shall not be unreasonably denied and shall not be denied on the basis of a below standard evaluation. If an employee decided to use a sick leave day, this leave shall not be used against the departmental sick leave average.
- E. Such bereavement leave shall not be accruable from year to year, nor shall it have any monetary value if unused.
- F. Exceptions to the definition of family will be evaluated on a case-by-case basis by the Department Head.
- G. Bereavement leave is allocated on an hour-by-hour basis, depending on the employees typical work shift, up to 24 hours paid, and up to an additional 16 hours unpaid and may be used incrementally. If an employee is off for 5 hours, the employee will be charged for 5 hours. If an employee is off for 3 hours, the employee will be charged 3 hours.

SECTION 4.11 COMPASSIONATE LEAVE

In the event that an employee covered by this agreement dies, other represented employees from the department of the deceased member may be granted up to three hours leave for the purpose of serving as pallbearer or to otherwise attend the funeral.

- A. The number of employees who are granted this leave at any one time shall be at the discretion of the department head, consistent with the need to maintain a minimum workforce during that time.
- B. Such leave shall not be accruable, nor shall it have any monetary value if unused.
- C. With department head approval, employees may attend the funeral of a co-worker not in the same representation group or department.

SECTION 4.12 JURY DUTY

- A. Employees covered by this agreement who are 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.
- B. 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.
- C. Employees may request a modified work schedule to avoid working and serving Jury Duty in any combination for more than 5 consecutive days in a row.

SECTION 4.13 DEFERRED COMPENSATION (Section I Employees)

- A. Employees covered by this agreement shall be eligible to participate in a City administered deferred program consisting of a deferred compensation plan.
- B. Upon retirement or termination, the employee shall have the option to defer the sick leave and vacation leave into the City's deferred compensation plan.
- C. For active employees, the deferral program shall apply to the following:
 - 1. Cash out of vacation (Section 4.8.i)
 - 2. Cash out of sick leave (Section 4.6)
- D. This deferral is up to the limits set by federal law.
- E. At the completion of one (1) year of service, employees become eligible for and shall receive a non-matching deferred City contribution of \$300 (\$11.54 per pay period) per calendar year. The \$11.54 per pay period will be deferred on the employees' behalf.

SECTION 4.14 DEFERRED COMPENSATION (Section II Employees)

For current part time library employees who participate in mandated City deferred compensation program in lieu of social security: When the total amount deferred by any employee under the plan becomes \$5,000, the employees will be notified that they may move their deferred compensation to Plan A of the deferred compensation program. However, no additional, voluntary contributions may be made.

ARTICLE 5 - SPECIAL COMPENSATION PROVISIONS

SECTION 5.1 OVERTIME COMPENSATION

- A. Section I Employees
 - 1. Employees 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 (1) week, or in excess of eight (8) hours in any one calendar day.
 - 2. An employee may select, with Department Head approval, to take compensatory time for overtime worked in lieu of pay. Such leave shall be paid at time and one half. Compensatory time can be accrued to a maximum of 60 hours.
- B. Section II Employees
 - 1. Section II employees required to work on days the library is closed for the purpose of emptying book drops will be compensated at time and one half (1½) for all hours worked at a minimum of two hours.

2. Computation: Overtime shall be computed for actual time worked except for minimum as specified in Subsection 5.1.B.1.

C. Computation

1. Overtime shall be computed for actual time worked except as specified in Subsection C.2 below.
2. An employee called out after regular working hours for emergency work shall be compensated, therefore, at the regular overtime rate of a minimum of two (2) hours.

D. Overtime Claims for Compensation

1. Overtime worked must be reported to the Finance Director within fifteen (15) calendar days after the end of the pay period in which the service was rendered. Failure to do so waives any claim for compensation for such service by the employee concerned.

E. Overtime may be mandatory if no volunteers are found.

SECTION 5.2 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

1. When an employee is temporarily absent from his/her 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 position of the absent employee.
3. An employee with a below standard evaluation for the preceding six (6) months period will not be considered (except where the performance evaluation is being formally appealed). In the absence of a performance evaluation for this period, the employee's performance shall be considered standard for purposes of this section.
4. The division manager may permit the position to remain temporarily vacant, if, in his/her opinion, the public health, welfare and safety are not jeopardized.
5. An employee may decline a move-up assignment subject to Subsection E a) Priority 1, Priority 2 and Priority 3 below.

C. Duration of Assignment

Any employee moved up pursuant to this section shall remain in the higher class until the incumbent returns to duty, subject to the following conditions:

1. Each such assignment shall not exceed (90) days duration.
2. If the work is not performed in a satisfactory manner, the division manager or designee may remove the employee who has moved up and move up another employee to replace him/her or leave the position unfilled.

D. No Probationary Period Credit

Time served by an employee assigned to a higher class under the provisions of this section shall not be credited toward the employee's probationary period in the higher class.

E. Priority for Move-Up Assignments:

1. Priority 1: If a current non-expired Civil Service list exists, priority will be given to those employees in the same Division regularly employed in a lower classification who are on the list. Offers will be made in the order the employees are ranked on the list.
2. Priority 2: If no current non-expired civil service list exists, or the move-up cannot be filled using Priority 1, priority will be given to those regularly employed in the next lower classification on a seniority basis.
3. Priority 3: In the event that there is no employee in the next lower classification willing to accept the move-up assignment, the division manager or their designee may then move to the class below and offer the assignment using seniority as the basis.
 - a. For all move-up opportunities of more than fourteen (14) consecutive days, divisions may use more than one person to fill the vacant position using this seniority system.
 - b. Employees will indicate their preference for being contacted for move-ups by filling a "move-up interest form" with their Division at the start of the calendar year. This form will allow employees to freeze their name for all move-up opportunities, or to indicate communication preferences regarding move-up opportunities. In the absence of a form on file, employees will be assumed to be interested in move-up opportunities, but will only be contacted while on duty using City communication methods such as email, city radio, telephone or face to face.

F. 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 section.

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, the employee shall be paid during all such move-up assignments five percent (5%) over the above base salary pay, provided, however, that if the temporary absence of the department head continues in excess of thirty (30) consecutive days, the employee 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.

H. Move-Up Pay for Vacant Positions

1. Except as provided in Subsection H.2), 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 of the class or the lowest step for such assigned position which will give the employee five percent (5%) more than the current base salary of that employee, whichever is the higher within the base pay range for the class, to which shall be added earned Longevity pay increments.
 2. For the purpose of this section, one half shift shall constitute a day.
 3. The division manager or designee must authorize move-up.
 4. Any assignments to a higher class of a half shift but less than a full shift requires the prior approval of the City Manager or designee.
- I. In the event move-up cannot be filled using Priority 1, 2 or 3, the division manager or designee may then move an employee over within the same classification using inverse seniority or move to the class above using inverse seniority to fill the vacant position.

SECTION 5.3 STATE DISABILITY INSURANCE PROGRAM (Section II Employees)

Management will administer the previously implemented State Disability Insurance Program. The cost of the benefit will be paid for by employees using the benefit.

SECTION 5.4 EDUCATIONAL MATERIAL ALLOWANCE

The City shall pay an annual educational material allowance of \$333 to each Librarian, Senior Library Technician and Library Technician covered by this agreement on the first pay period in September of each year.

ARTICLE 6 - WORKING CONDITIONS

SECTION 6.1 HOURS OF WORK (Full-time Employees)

- A. Employees shall work a forty (40)-hour, five-day work week.

SECTION 6.2 HOURS OF WORK (Section II Employees)

- A. Hours of work shall be at the discretion of the division manager or designee. Every reasonable effort shall be made to accommodate the desires of the individual employee.

SECTION 6.3 REST PERIOD

- A. Employees covered by this agreement may be allowed one, up to 15-minute, rest period in accordance with departmental rules during each half of the regular workday or regular work shift. In such cases:
 - 1. These rest periods will not be taken at the beginning or end of either half of the regular workday or work shift.
 - 2. Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.
 - 3. The provisions of this section may be modified by a supplemental Memorandum of Understanding between the representatives of Management and the representatives of TLEA to effectuate a flexible work hour concept.
 - 4. Abuses of the provisions of the section will result in disciplinary action.

SECTION 6.4 LUNCH PERIODS

- A. In addition to rest periods, employees shall be entitled to a lunch period not to exceed one hour per regular workday or regular work shift subject to departmental rules developed to accommodate a flexible work schedule.
 - 1. Such lunch periods shall be without pay and may not be accumulated.
 - 2. There shall be no restriction on the employee during such lunch periods unless compensated for as overtime.
 - 3. The amount of time for lunch period and the procedure for taking a lunch period shall be determined by departmental rules and regulations.

SECTION 6.5 PROBATIONARY PERIOD (Section I Employees)

- A. For all classifications covered by this agreement, there shall be a probationary period which shall be one (1) year of service for original, non-promotional appointments and a probationary period of six (6) months of service for all promotional appointments.
- B. An employee's probationary period shall be extended if the employee is absent from the performance of his/her assigned duties in excess of the number of cumulative working days he/she would work over a four-week period of time. Thus, an employee working a 5/40 will have his/her probation extended by 20 working days or more if he/she is absent more than 20 working days during his/her probationary period. An employee working a 4/10 will have his/her probation extended by 16 working days or more if he/she is absent

more than 16 working days during his/her probationary period. An employee working a 9/80 will have his/her probation extended by 18 working days or more if he/she is absent more than 18 working days during his/her probationary period. The probationary period will be extended by the amount of time equal to the number of days absent from work. For purposes of this provision, all leaves of absences whether continuous or not which result in the employee exceeding the number of workdays he/she is regularly scheduled over a four-week period of time will result in a probation extension. A workday will count towards the cumulative total provided for herein if the employee works less than one-half (½) of their regularly scheduled hours in a day.

SECTION 6.6 LATERAL TRANSFERS/MEDICAL LATERAL TRANSFERS

A. Lateral Transfer

1. Permanent employees in a job classification represented by TLEA may make themselves available for lateral entry into another classification in any representation unit represented by AFSCME whose salary range is equal to or less than that of the classification of position presently held by the employee. (A salary range shall be considered to be equal to if there is less than a 7.5% difference in the highest step in the base pay range for the class.)
2. When a position in a classification for which employees have applied for lateral entry becomes vacant, employees who have so applied shall be given the opportunity to lateral into the position pursuant to the following:
 - a. No promotional list exists for the position.
 - b. The department heads involved approve of the lateral appointment. Such approval will not be required where lateral appointment is the result of a layoff or medical disability.
 - c. The City Manager concurs in the lateral appointment.
 - d. Priority of consideration shall be on the basis of seniority subject to the above. The employee shall receive a progress report from the department head at the end of each thirty (30) day period. If an employee does not qualify, he shall be returned to his previous status. The approval and verification of the department head and the City Manager shall be final.
 - e. Such lateral appointment of the employee shall be subject to a 6 month probationary period to verify this competency in the new position.
 - f. If an employee accepts a lateral transfer, his salary shall be at his former rate or at the highest step of the lower range, whichever is the lower.

C. Medical Lateral Transfers

1. Employees subject to medical, lateral transfers shall be subject to a 6-month probationary period.

2. Medical laterals who do not pass qualification period will again be evaluated for current vacancies for which they qualify based on physical restrictions and which are other guidelines (noted in this agreement).

SECTION 6.7 LEAVES OF ABSENCE (Section I Employees)

A. Leave Without Pay

1. A leave of absence without pay not to exceed five working days may be granted to any employee by the department head.
2. A leave of absence without pay for more than five working days may be granted to any employee by the City Manager.
3. No leave or combination of leaves related to an illness or injury shall be granted for more than a total of eight months.
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.
5. A leave of absence without pay may be granted to any employee by the City for the purpose of accepting a temporary appointment to a State, County, Federal, or local agency.

B. Application for Leave of Absence

A request for leave shall be forwarded to the appropriate authority in advance of the beginning date of leave, upon forms supplied by the City.

1. An employee may file a request for leave upon a form supplied by the City. Such a request must be filed before the beginning of the requested leave except in cases of emergency. Such leave may be for medical, military or personal reasons.

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 unreasonably be 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 grievance procedure.

- F. Any employee terminating or retiring at the end of the eight-month medical leave of absence shall be paid an amount equal to four months of City health insurance contribution (including health contribution and City supplemental). Such an amount shall not exceed the amount received by the employee immediately prior to separation of employment. The employee may choose to receive the full amount, subject to 1099; defer the funds to the City 457 plan, within the plan guidelines or receive a net check with the appropriate federal, state and social security deductions. This provision applies only to employees participating in a City-sponsored health insurance program at the time of termination or retirement.

G. Military Leave of Absence

A leave of absence for military service shall be granted to any employee as required by the laws of the United States or the State of California.

H. Return from Military Leave

Any employee returning from Military leave shall have all the rights and privileges granted by law, but any employee returning from military leave which has exceeded ninety (90) consecutive calendar days shall not be reinstated to his/her position in the classified service unless he/she:

1. Makes a written application, therefore, to the City within 40 days following his release from active military service;
 2. Furnishes the City for their inspection a certificate of termination of services with the Armed Forces, which termination was under honorable conditions; and
 3. Establishes to the reasonable satisfaction of the City that he/she is qualified to perform the duties of such position.
- I. Employees covered by this agreement may participate in the Catastrophic Leave Program as a donor or participant (Attachment B).

SECTION 6.8 LEAVES OF ABSENCE (Section II Employees)

A. Leave Without Pay

1. A leave of absence without pay not to exceed 15 working days may be granted to any competent employee by the department head.

2. A leave of absence without pay for more than 15 working days may be granted under special circumstances to any employee by the City Manager upon the recommendation of the department head.

B. Application for Leave of Absence

A request for leave shall be forwarded to the appropriate authority in advance of the beginning date of leave, upon forms supplied by the City.

C. Refusal of Leave of Absence

The department head or the City Manager shall refuse a leave of absence request if such a leave is contrary to the good of the City. A leave of absence for medical reasons where justified by medical evidence shall not unreasonably be 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 type of job as 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, the employee will not be returned to work but shall have the right to submit the matter through the grievance procedure.

SECTION 6.9 INACTIVE STATUS (Section I Employees)

A. Subject to the approval of the employee's department head and the city manager, an employee may request inactive status.

1. Such a request must be made before the termination of an employee or within 30 days of such termination.
2. The inactive status shall continue for no more than one year.
3. Inactive status shall qualify a past employee to be certified as a name in addition to the five (5) open or three (3) promotional eligibles for a vacant position in the classification from which he was terminated.
4. All employee benefits shall not accrue during such inactive status and the employee shall not have continuity of service.

SECTION 6.11 INTRA-DEPARTMENTAL REASSIGNMENTS

A. Vacant Position

1. Employees in class to be notified of vacancy prior to filling of position by permanent or temporary appointment.
2. Interested employees shall apply for the position to division manager.
3. Applicants shall be interviewed for vacant positions and shall be notified of results within five working days of interview.
4. Reassignments shall be made with the written concurrence of the department head.

B. Without Vacancy

1. Employees may make requests and formally submit application for reassignment by applying to supervisor. Such application shall be made on a form provided by the City.
2. Reassignments between programs may be made by the department head.
3. Such reassignments shall be preceded by reasonable notice (two weeks) to the affected employees, except where emergency conditions preclude such notice.

SECTION 6.12 CLASSIFICATION STUDIES

A. The City retains the right to conduct and prepare classification studies. The City retains the absolute right to reallocate budgeted funds from vacant positions.

B. Whenever the City wants to revise a class specification, the following will occur:

1. The City will send a copy of the proposed revised class specification to TLEA both electronically (via e-mail to the union President) and by mailing a hard copy to the address specified for Union notices in Section 11.1.
2. TLEA will, within 14 days of the date that the revised class specification was sent, inform the City in writing (to the address identified in this agreement for the City to receive notices) whether it:
 - a. agrees to the revised class specification; or
 - b. wants to meet and confer over the proposed changes to it.

If the parties reach an agreement on the revised class specification, it will then be submitted to the Civil Service Commission for review and then submitted to the Torrance City Council for final approval.

3. If TLEA informs the City that it wishes to meet and confer, it will, within the same letter (requesting to meet and confer) inform the City of the dates within the next 30 days (from the date of the letter) that it is available to meet and confer.
4. Upon receipt of the request to meet and confer letter from TLEA, the City will inform TLEA of the dates that are available over the next 30 days to meet and confer.
5. The parties agree that they will try to reach an agreement as expeditiously as possible and hope that multiple meetings are unnecessary. However, given that an agreement may not occur, the parties agree to meet at least twice a week for at least four hours per meeting during the 30-day period after the City receives notification from TLEA of its request to meet and confer. The 30-day period (to negotiate over the class specification) may be extended if mutually agreed by both parties. In fact, since negotiations will also include compensation for the proposed classification, the parties agree to extend the negotiations by an additional 60 days (only if necessary - for a total of 90 days) for the purpose of negotiating regarding proposed compensation of the class specification. The parties agree that the first 30 days is to negotiate over the class specification itself and the additional 60 days is to give the parties the time to gather information on compensation and engage in meaningful negotiations regarding compensation of the class specification. For the additional 60-day period, the parties agree to meet as necessary to complete the process within that time frame.
6. If the parties reach an agreement on the revised class specification, it will then be submitted to the Civil Service Commission for review and then submitted to the Torrance City Council for final approval.
7. If at the end of 30 days for negotiations on the class specification and the additional 60 days for negotiations on proposed compensation days (or when either side believes negotiations are completed when mutually extended) the parties do not reach agreement on the revised class specification, the parties agree to resolve their impasse in accordance with this article, not the City's impasse procedure. Both parties specifically agree that this procedure is the sole and exclusive method for revising class specifications (including proposed compensation for the proposed classification) and that neither the City nor the Union can go through the impasse resolution process to resolve differences over class specifications. The parties agree to utilize a Fact Finder in accordance with the following timeline:
 - Selecting a fact finder within 10 days:

If the parties cannot agree on a fact finder within the same 10-day period, the parties will request a list from the State Mediation and Conciliation service of individuals qualified to serve as fact finders and shall engage in a striking process until a fact finder is chosen. (If using the State Mediation and Conciliation service, the parties will request "expedited availability-arbitrators" who have indicated they typically have at least five open dates within the 60-day period after appointment.)

Participating in the fact-finding process 60 days:

If the chosen fact finder cannot agree to be available to conduct the fact finding within 60 days of contact by both parties, the parties agree to immediately contact the last person stricken from the prior list. If that person is similarly not available to complete the fact finding within 60 days, the parties agree to contact the next person stricken until such time as one of the individuals on the list indicates that he or she can conduct and complete the fact finding within 60 days.

- Preparing and submitting the final report by fact finder 30 days:

The parties agree to inform the proposed fact finder, that according to their agreement, the fact-finding report must be issued within 30 days.

The 100-day fact finding period may be extended if mutually agreed by both parties. While 100 days is the agreed upon time frame for completion of the fact-finding procedure, both parties recognize the need for flexibility. Therefore, days allotted for each segment of the procedure may be carried over to the next segment or borrowed from the next segment. At the end of the entire process, if additional time is required for the final report, either party may extend the segment by an additional seven days without consent.

8. Following the fact-finding process, the City will submit the proposed revised class specification, individual positions by City and the Union, and the report of the fact finder to the Civil Service Commission for review and decision. The subject of compensation is not within the jurisdiction of the Civil Service Commission. As such, the Commission will not make any decisions regarding compensation. The decision of the Civil Service Commission (including the report of the fact finder and relevant material) will be submitted to the Torrance City Council for final decision. The Council's decision will include a decision regarding the proposed class specification and compensation based on the information (the report of the fact finder and relevant material) presented to it.
 9. A maximum of four (4) revisions may be made to class specifications during the term of this agreement. Additional revisions to class specifications may be if mutually agreed by both parties.
 10. By agreeing to the above procedure, the parties hope to expeditiously agree on or reach resolution of differences regarding class specifications.
- C. In the event of a modification of a class specification, the City and the employee group will meet and confer with regard to the status of the incumbents and their hours, wages and working conditions. A permanent incumbent employee in a current classification covered by the agreement will not have wages and/or benefits reduced as a result of the above actions.
- D. Either party may request a study of a particular position or series of positions during the life of this agreement. In any event, TLEA shall be notified prior to the studies.

SECTION 6.13 SUB-CLASSIFICATIONS (Section I Employees)

A. The class of Librarian shall have sub-classifications for the purpose of examination. These sub-classifications shall include:

1. Reference
2. Children's
3. Cataloging

The sub-classifications shall allow the establishment of individual eligible lists and shall further allow for the reassignment of personnel between sub-classifications.

SECTION 6.14 LAYOFF (Section I Employees)

A. Prerequisite to Layoff

Whenever in the judgment of the City it becomes necessary in the interests of economy or, otherwise, for a position or positions to be eliminated, the City Council may abolish any position or positions covered by this agreement and release the employee(s) holding such position(s).

1. No permanent employee shall be laid off from a position in a given class covered by this agreement until all temporary, recurrent, part-time, and non-promotional probationary employees in that class have first been laid off.
2. This layoff procedure shall be restricted to those employees represented by this agreement and shall have no direct effect or bumping rights on any other employee representation unit, nor shall any other employee representation unit have bumping rights into this unit unless a reciprocal agreement is entered into by both representation units.

B. Order of Layoff

In a class in which a layoff or reduction is to be made, the order shall be as follows:

1. Individuals having two or more below satisfactory ratings within the preceding two years shall be laid off first.
2. Individuals with satisfactory and above ratings shall be retained over those individuals with two or more below satisfactory ratings within the preceding two years.
3. Within the order of layoff as described above, employees shall be released in inverse order of their seniority within the job classification, providing that the remaining employees have the demonstrated ability and qualifications to perform the remaining work within the sub-classifications specified in this agreement.

C. Order of Layoff

The first employees to be released shall be those who have been employed with the City less than six months. This reduction in forces shall occur in inverse order from date of hire. If a further reduction is necessary, employees shall then be released based upon the following consideration: past performance, then seniority and continuing department job skill need.

D. Bumping Rights

To avert being laid off, an employee with no more than one below satisfactory rating within the preceding two (2) years may use total seniority in all classes covered by this agreement in which the employee had previous permanent appointment during his present period of employment. The order of layoff shall then be as described per Subsection b).

E. Layoff Procedure

Management shall:

1. First advise the employee organization, and then advise the employees in the affected classes, that on a given date, the department will be required to reduce the number of employees in that class by a specific number. Such notice shall be given as far in advance as possible.
2. Post the order of layoff list with a copy of this section.
3. Employees designated for layoff shall have a reasonable period of time from the posting of layoff notices to request in writing that they be allowed to exercise their bumping rights.

F. Release and Recall List

Employees so released shall be placed on a recall list for the job held at time of release.

1. The list shall be split into two parts: exceeds expectation and competent.
2. Employees with "fails to meet standards" shall not be included for recall.
3. Within the "exceeds expectations" and "competent" categories, the employees will be listed in seniority order. Such seniority shall be based on total service to the Torrance Public Library.
4. The City and TLEA will meet and consult over the definition of the categories "exceeds expectations," "competent," and "fails to meet standards" used in the preparation of a Recall List.

G. Re-Employment

The names of persons laid off in accordance with the provisions of this agreement shall be entered upon a list in order of their seniority, except that employees with two or more below satisfactory ratings in the preceding two years shall be placed at the bottom of the list in seniority order.

1. Personnel shall develop the re-employment list and such list shall be used by the Civil Service Commission when a vacancy for that class is to be filled, before certification is made of an eligible list.
2. The appointing officer shall reinstate the one highest available on the re-employment list providing that these employees re-employed have the demonstrated ability and the qualifications to perform the work of that particular sub-classification specified in this agreement.
3. Names shall be carried on such list for a period not to exceed two (2) years from the date of separation from service, or until returned to original position in case of downgrade. Three (3) refusals shall result in being dropped from the list.
4. The employee shall not accrue benefits during the time of layoff and if re-employed, such layoff time shall be deducted in computing total service but shall not serve to interrupt continuous service.

H. Seniority

For purposes of this section, seniority shall be defined as total and continuous service pursuant to Section 17.72.2. Where two (2) or more employees have the same anniversary date with the City, seniority shall be decided in the following manner:

1. Where such employees were appointed from the same eligibility list, the employee whose name was lower on the list shall be the least senior employee.
2. Where such employees were not hired from the same eligibility list, seniority shall be decided by the date of promulgation of the eligibility lists.
3. Layoff from Other Representation Units
 - a. In the event of a layoff in a classification not covered by this agreement, an employee who had previous permanent employment in a classification covered by this agreement shall have the same rights as employees covered herein; provided, however, that such an employee's seniority shall be based solely upon total service in classifications covered by this agreement.

SECTION 6.15 LAYOFF (Section II Employees)

A. Reduction in Staff

Whenever, in the judgment of the Library Department, it becomes necessary for a part-time position or positions to be eliminated, the department head may reduce staff and release the employees holding such position. Reasonable written notification of such reduction in staff shall be provided to TLEA and the effected employee(s).

B. Method of Reduction

The first employees to be released shall be those who have been employed with the City less than six (6) months. This reduction in forces shall occur in inverse order from date of hire. If a further reduction is necessary, employees shall then be released based upon the following consideration: past performance, then seniority and continuing department job skill need.

C. Release and Recall List

1. Employees so released shall be placed on a recall list for the job held at time of release.
 - a. The list shall be split into two parts: exceeds expectations and competent.
 - b. Employees with "fails to meet standards" shall not be included for recall.
 - c. Within the "exceeds expectations" and "competent" categories, the employees will be listed in seniority order. Such seniority shall be based upon total service to the Torrance Public Library.
 - d. The City and TLEA will meet and consult over the definition of the categories "exceeds expectations," "competent", and "fails to meet standards" used in the preparation of a Recall List.

D. Recall

1. When an opening occurs related to a job description where a recall list exists, the department shall use this list first for appointment.
 - a. Priority shall be given to employees on the "exceeds expectations" list and then "competent" list.
 - b. Within these two groups, selection shall be based on seniority.
 - c. If a specific established job skill is required (i.e. driver's license, typing) and no one on the recall list meets those needs, the department head can proceed to recruit beyond the list.

- d. Such a list shall have a duration of one year. An employee may decline one offer of rehire. A second declination shall remove that individual from the recall list.
- e. Upon recall, the employee shall be rehired at an hourly salary rate equal to or greater than that rate previously paid; furthermore, previous service shall be credited for promotional consideration.

SECTION 6.16 SUNDAY HOURS LANGUAGE

- A. The City plans to contract with a temporary Library Help agency to fully staff the Central Library on Sundays. This service will begin with the commencement of the school year in September 1986. With the inception of the plan, there will be no TLEA personnel required to work on Sundays. If in the evaluation of the City Librarian the temporary concept is not viable, the City agrees to meet with TLEA regarding Sunday hours. If for some reason the temporary help concept does not work out, TLEA will be responsible for working no more than 30 Sundays during the course of this contract.
- B. TLEA-AFSCME Local 1117 library full-time employees who work on Sundays will be paid their normal hourly wage at the rate of time and one-half, pursuant to the provisions of the TLEA MOU. In addition, employees who work on Sundays shall be eligible for a "Sunday differential premium" of 10% for work on that day. Employees also have the option of taking the time as comp time, also paid at time and one-half. The hours of work on Sunday shall be 1:00 p.m. to 5:00 p.m.
- C. Staffing on Sunday is on a voluntary basis. There will be no negative impact on performance evaluations for not volunteering to work on Sundays. However, Management may refer positively, if applicable, on performance evaluations, for Sunday work.

A list will be circulated which shows all open Sundays no later than August 1. Employees who wish to work will be assigned in seniority order. Library employees will be given priority over contract employees.
- D. Part-time library employees shall be paid their normal hourly rate for work on Sundays. Employees who work on Sundays shall be eligible for a "Sunday differential premium" of 10% for work on that day. Employees who work on Sundays shall be eligible for a "Sunday differential premium" of 10% for work on that day.
- F. Section 5.1.B.1 shall still be in effect for the Sundays in which the Library is not open as well as other days the library is closed.

SECTION 6.17 REMOVAL OF REPRIMANDS FROM PERSONNEL FILE

After two years an employee may request any written reprimands be removed from his/her file if standard performance evaluation is maintained during those two years.

SECTION 6.18 WORK RULE LANGUAGE

The City shall have written work rules for each Department. Such rules shall be transmitted to TLEA-AFSCME Local 1117 upon any revisions. No rules relating to wages hours, benefits and working conditions shall be changed or otherwise modified without meeting and conferring.

ARTICLE 7 - GENERAL PROVISIONS

SECTION 7.1 NON-DISCRIMINATION, EQUAL OPPORTUNITY, AFFIRMATIVE ACTION AND HARASSMENT

- A. The City and TLEA-AFSCME Local 1117 support the concept of equal employment opportunity.
- B. Neither the City nor TLEA-AFSCME shall discriminate on the basis of age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union affiliation, or political affiliation.
- C. The City and TLEA-AFSCME agree that they will work to ensure a working environment free of discriminatory harassment.
- D. If the employee has a complaint based on discrimination, he/she may make a complaint under Administrative Memo 18 or make a complaint to the Department of Fair Employment and Housing or The Equal Employment Opportunity Commission or file a grievance alleging a violation of the contract.

SECTION 7.2 MEMBER RELATIONS FUND

Every year on the first pay period of November, employees will be given a grocery certificate for \$84.00 for groceries from the City & AFSCME Local 1117. The City will purchase and distribute the certificates and will include a joint letter of appreciation. Should the City purchase the gift certificates at a discount, the city will distribute the discounted amount proportionately to each member. Every year on the first pay period of October, the City will pay TLEA-AFSCME Local 1117 an amount equal to \$1.00 per employee covered by TLEA-AFSCME Local 1117.

SECTION 7.3 JOB ACTION

- A. The TLEA and its members agree that during the term of this Memorandum of Understanding, there shall be no strike, slowdown, blue flu, or other concerted job action.
- B. In the event of an unauthorized job action, the City agrees that there will be no liability on the part of the Torrance Library Employees Association, provided the employee organization promptly and publicly disavows such unauthorized action, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations; and provided further, that the employee organization notifies the City in writing, within forty-eight hours after the commencement of such job action, what measures it has taken to comply with the provisions of this section.

- C. In the event such actions by the employees' organization have not effected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action.

SECTION 7.4 ORIENTATION/MONTHLY MEETING

- A. Management indicated a responsibility to maintain a formal departmental orientation program for new employees. Said orientation program shall include a review of the rights and obligations of both the employer and employee under this agreement.
- B. Management and TLEA agree to meet monthly to discuss any issues which may be brought forward by either party. The meetings shall be on the fourth (4th) Thursday of the month at a time and location agreeable to both parties. Any meeting may be canceled or rescheduled by consent of both parties.

SECTION 7.5 MANAGEMENT RIGHTS

The City shall have the exclusive right to determine the mission of each of its departments, commissions, boards and agencies, set levels of service to be performed, direct its employees, exercise control and discretion over its organization and operation, and determine the methods, means, and personnel by which the City's operations are to be conducted, and the levels of service met, and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees and their representatives from meeting and consulting or filing grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

SECTION 7.6 EMPLOYEE RELATIONS LEAVE

An amount equal to 22 work shifts (or 198 hours for the combined TLEA and TLEA-AFSCME Local 1117 organization) per fiscal year shall be available for employees to participate in Employee Relations Leave outside the City. If the 198 hours are used up, and if there is a convention that requires the use of additional hours, impacted employees may ask their Department Heads for permission to use up to an additional three shifts (27 hours) with the concurrence of the City Manager or designee. This 27-hour amount is not subject to carry over if unused.

The City will track these costs and any amount requested over this amount may be taken, but employees must then use their own accrued time such as vacation or compensatory leave or attend meetings without pay. Unused hours from the previous year can be carried over and will be used first in subsequent years; however maximum shifts used in any one year can never exceed 30 shifts (or 220 hours). The three discretionary shifts subject to Department Head and City Manager approval cannot be carried over.

SECTION 7.7 WELFARE TO WORK

Duties normally performed by employees represented by AFSCME Local 1117, shall not be assigned to welfare recipients, welfare to work participants or any public, private or nonprofit organization using the services of welfare recipients. Such individuals shall displace no represented employees. Displaced shall be defined as partial displacement such as reduction in hours of work, wages or employment benefits.

SECTION 7.8 FAMILY-SCHOOL PARTNERSHIP LEAVE

The parties agree that they will adhere to the State Law (Labor Code Section 230.8) allowing 40 hours (a maximum of eight hours per month) of unpaid (however, employees may use accrued vacation or compensatory time) participation per calendar year to participate in children's school activities, including licensed day care. Employees are required to provide reasonable notice and, if requested, documentation.

SECTION 7.9 RELEASE TIME

The City recognizes that employees and representatives of the union 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 the use of reasonable release time.

Use of release time is necessary for the union to effectively operate. However, it is essential for efficient operations of City service that supervisors and managers are timely notified 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 *Notification of Release Time* form to provide notice of their intention to use release time. Release time will not be unreasonably denied.

A. Meetings with Management:

The parties agree that there may be times that the Union may need to meet with a representative of management. This may include, but not be limited to, roundtable meetings, safety team meetings, meetings with department heads or managers, or for other purposes where management and the union agree to meet. For those meetings, union representatives will receive paid release time for the entire period of the meeting as well as one half hour prior to and one-half hour after the meeting (inclusive of travel time).

B. Negotiations:

Employees will be provided with paid release time for the entire period of the negotiation session, as well as one (1) hour before and one hour after (inclusive of travel time).

C. Hearings:

Paid release time is available for time spent in hearings (PERB, discipline, grievances, Civil Service Commission), preparing for hearings, and traveling to and from such hearings.

D. Meetings to Represent Employees:

There are numerous situations where employees in the union may seek representation, including, but not limited to, an administrative conference (i.e., a meeting with a City representative, after which an employee receives a notice of intent to discipline), or a meeting in which the employee has a reasonable belief that the meeting may lead to the imposition of discipline, or other meetings where representation is appropriate. Paid release time will be provided for employees' attendance at such meetings.

E. Executive Board Meetings/Union Elections:

For executive board members whose work schedule is such that they are scheduled to be working during general membership and/or executive board meetings, they are entitled to a total of two (2) hours per month of paid release time as well as one half hour prior to and one-half hour after the meeting (inclusive of travel time). Employees who are required to staff polling sites for union elections shall be released with pay for said election. However, no more than two union representatives may be released at any one time for the purpose of staffing a polling site during elections for executive board members, contract ratification, or special elections.

F. Other:

An executive board member who is required to participate in the City's New Employee Orientation shall receive a maximum of up to one (1) hour per month of Release time, inclusive of travel time. In addition, an executive board member whose work schedule coincides with the Civil Service Commission or City council meeting shall be entitled to release time to participate in such meeting for the sole and limited purpose of addressing an item on the agenda related to the union.

It is required that employees who are using paid release time for the purposes defined in paragraphs A through F above will complete and submit the *Release Time form* (Attachment F). If such meetings are set more than 72 hours in advance, employees shall complete the release time form and submit it at least 48 hours prior to the time of the meeting (excluding days off/weekends/holidays). For those meetings that are set with less than 72 hours' notice to the impacted employees, the Release Time form will be filled out and submitted as soon as it is practical. Executive board members are encouraged to submit one release time form for all board/membership meetings scheduled during the year. Releases shall only be for those employees requiring paid release time from actual scheduled hours of work.

G. Employees who desire to meet with their Union representative during work hours regarding union-related business (such as questions about rules, policies, MOU provisions, etc.) may be released from duty with the approval of their supervisor for such purposes. The parties intend that such meetings shall be 15 minutes or less in duration.

H. President's Release Time (Effective August 19, 2007):

While it is anticipated that the president of the union will utilize release time in accordance with this article for the reasons provided herein, the union president will also receive paid release time of two days per week to conduct other union activities necessary for the essential operation of the union as directed by the executive board of the union. The union president's release time will be on Tuesdays and Wednesdays. However, if a holiday falls on a Tuesday or Wednesday, the president shall receive release time on his/her next workday.

1. On the president's release days, the union president must be available by phone during the normal work hours. However, if the president must be out of the City on the designated release day, the president will provide notification to the City Manager or designee prior to the event, with a contact phone number where he/she can be reached during business hours in case of a work-related inquiry, and an estimated time he/she will be out of the City. The union president will notify the City Manager or his designee upon return to the City of Torrance.
 2. The president will use the appropriate charge codes on his/her timesheet for the union release days and will certify accurate all time entered on his/her timesheet for payroll purposes. The charge codes will be provided by the City Manager or designee.
 3. In the event the president wishes to use his/her release day for a union-related activity on a day other than the days so designated, the president shall notify the City Manager or designee by the Thursday prior to the event for approval or as soon as practicable. Such approval will be based on the president's department's operating needs and will not be unreasonably withheld.
 4. Use of paid leave absences, such as for vacation and sick leave, by the union president on a release day shall not result in an additional union release day during the week.
 5. If the union president on release time works any hours for City business above the number of hours in their regularly scheduled workday, he/she shall receive overtime.
 6. On Tuesdays and Wednesdays, the union president shall report to his/her department in person at the beginning and end of the work shift. The president will utilize a log kept at the department to report his/her check-in/check-out time. The log will be forwarded to the City Manager's Office at the end of the pay period. If the president will be out of the City on either release day in accordance with Paragraph H.1 above, notification to the City Manager will be provided.
 7. In the event the president takes a leave of absence from the presidency of the union in excess of 14 calendar days, these terms and conditions shall apply to the AFSCME Local 1117 Board approved acting union President. In addition, the union must provide the City Manager with at least seven (7) days' notice of this leave of absence to minimize impact to operations.
 8. When the union president's presidency ends, he/she shall return to the full scope of his/her previous job duties.
- I. Additional release time may be purchased by the Union, with the approval of the City Manager, for union activities not contemplated in this article.

SECTION 7.10 SENIORITY

Seniority is defined as hire date with the City of Torrance for all purposes, including but not limited to, bidding for overtime and shift assignments, vacation, and layoff. In the case of two or more employees who were hired on the same date, the employees will flip a coin in the presence of the union president.

ARTICLE 8 - SECURITY PROVISIONS

SECTION 8.1 MEMBERSHIP SERVICE FEE

A. The following agency shop provision shall apply to employees in all classifications listed in this agreement.

1. No later than thirty (30) days from the beginning date of employment each employee shall either become a member of Torrance Library Employees Association-AFSCME Local 1117 (hereinafter referred to as TLEA) or pay to TLEA a service fee of ninety percent (90%) of the monthly dues and general assessments of TLEA.

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 organization 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, chosen by the employee from the below list of funds:

- Brotherhood Crusade
- United Way
- Mothers in Action

An authorization card will be distributed by TLEA-AFSCME LOCAL 1117 during the new employee orientation meeting.

- a. The City will provide to TLEA AFSCME Local 1117 a listing of all new employees, their classifications, departments and department \division telephone numbers within two weeks of their hire date.
- b. The City shall deduct the dues, service fee or charitable contribution from the check issued during the second pay period of each month of each employee in the bargaining unit as specified by TLEA-AFSCME under the terms contained herein.
- c. The City shall also apply this provision to every permanent employee who transfers into this representation unit within 60 calendar days of the transfer.

- d. TLEA-AFSCME LOCAL 1117 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 TLEA-AFSCME LOCAL 1117 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. Employee who has initially elected to pay a service fee or make a charitable donation instead of becoming a member of TLEA-AFSCME LOCAL 1117, 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 TLEA-AFSCME LOCAL 1117, upon hire by the City, shall be provided with a packet of information relevant to TLEA-AFSCME LOCAL 1117 membership and organizational activities. Such packet, prepared by TLEA-AFSCME LOCAL 1117, shall include the name of the employee organization president, and shall be approved by the City for relevant content prior to distribution.
- g. TLEA-AFSCME LOCAL 1117 shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Manager or his designee 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 account.

SECTION 8.2 DUES CHECKOFF

TLEA is authorized to use payroll deductions for collecting employee organization dues, service fees, and insurance on a monthly basis. Management will provide all new employees with payroll deduction cards and agreed to information about TLEA. All present members of TLEA shall remain members of said employee organization during the effective life of this agreement provided, however, that there shall be an open period during the ninety-calendar day specified in Section 14.8.12.e of the Torrance Municipal Code.

SECTION 8.3 STEWARDS

TLEA will submit to the Human Resources Division and City Manager a written list of employees who have been selected as stewards. Such list shall be transmitted to the Human Resources Department and the City Manager upon additions and/or deletions of stewards. The number of stewards assigned to the City work sites shall be determined by TLEA. The list shall be kept current by TLEA.

ARTICLE 9 - GRIEVANCES

SECTION 9.1 DEFINITION

- A. 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 employees' wages, hours, and working conditions.

SECTION 9.2 SCOPE

- A. 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.
- B. (Section II only) This procedure shall be used to resolve every grievance for which no other methods or solution are required as provided by law; provided, however, that it shall not include a complaint arising from disciplinary action that involves demotion or discharge filed by an employee with less than 1040 hours of work at his/her job classification within the Torrance Library System.

SECTION 9.3 PROCEDURE

- A. First Step: Supervisory Level
 - 1. The employee(s) and/or the representative(s) shall notify the supervisor that he/she/they are bringing a grievance.
 - 2. The grievance may be presented orally or in writing. If the grievance is presented in writing, it must be on the grievance form. The employee(s) or representative(s) must complete each section of the form. If the form is not complete, it will be returned to the employee(s) or representative for completion. The timeline will be extended for five (5) working days to complete this task.
 - 3. The aggrieved employee(s) and/or a representative shall meet with the employee's immediate supervisor.
 - 4. The immediate supervisor may ask for a superior to participate.
 - 5. If a grievance is not resolved by the end of the fifth full working day, after being received by the immediate supervisor, the employee may within ten (10) working days appeal in writing to the department head on a form provided by the City.
 - 6. If a grievance is against a department head, the employee shall appeal in writing to the City Manager.
 - 7. Copies of grievances filed at this level of the grievance procedure will be sent to the president of TLEA Local 1117.

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 have the employee's superiors present at such conference.
3. If the grievance is not resolved by the end of the fifth (5th) full working day after being received by the department head, the employee may within ten (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 grievance is not satisfactorily resolved by the end of the fifth (5th) full working day after being received by the City Manager, the employee may, with the concurrence of TLEA, appeal in writing within ten (10) working days to the City Manager for binding arbitration. If the employee fails to appeal, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

D. Fourth Step: Arbitration

1. As soon as is practicable, and in no case later than ten (10) working days after receipt of an appeal, the City Manager or designee shall request a list of seven (7) names from the American Arbitration Association or State Mediation for list. The City shall alternate between the American Arbitration Association and State Mediation and Conciliation Service.
2. Representatives of TLEA-AFSCME and Management will select an arbitrator within three working days from receipt of the list. If agreement cannot be reached from among these names, each of the parties shall strike names from the list in rotation until only one name remains. Priority in striking shall be decided by the flip of a coin.
3. The decision of the arbitrator shall be final and binding. Such decision shall not add to or otherwise modify the language of this agreement.
4. Cost of arbitration shall be equally shared by the parties.

SECTION 9.4 GENERAL GRIEVANCE PROVISIONS

- A. All time periods specified in this Article may be extended by mutual consent of the aggrieved employee(s) or his representative(s) and the Management representative involved and must be done in writing.
- 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. A grievance shall be considered untimely if not presented by the employee within thirty (30) calendar days of the alleged grievance or within thirty (30) days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.
- D. Written grievances shall be on a form provided by the City.
- E. Management will notify TLEA-AFSCME of any grievance involving the terms and conditions of this Memorandum of Understanding.
- F. The TLEA-AFSCME representative has the right to be present at any formal grievance conference concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
- G. Employees are assured freedom from reprisal for using this grievance procedure.
- H. An employee who has initiated a grievance or assisted another employee in initiating and/or processing a grievance shall not in any way be coerced, intimidated or discriminated against.
- I. If the City fails to respond within any of the timelines set forth above, the grievant may proceed automatically to the next step.
- J. All parties and his/her representative shall participate in good faith at each step of the process. Failure to do so may result in the grievance being denied.

ARTICLE 10 - MISCELLANEOUS

SECTION 10.1 TRAINING

- A. Both Management and TLEA agree as to the importance of developing leadership qualities among its officers. Management will be supportive to this end by making supervisory training opportunities available to TLEA through its ongoing program in this area. When assigning work schedules, management may give reasonable consideration to employees enrolled in school programs for the purpose of upgrading skills and furthering job advancement.

- B. An amount of \$1,000 shall be budgeted for the purposes of training for employees covered by this agreement. The procedure for allocating this amount to the employees shall be the sole discretion of TLEA. The approval of the expenditure is jointly implemented by both Management and TLEA. The Human Resources Division is available as a referral for training resources. This amount may be carried over a maximum of two years or \$2,000.
- C. In addition, there will be a one-time amount added to the contract in the amount of \$1,059 to be used for the purchase and distribution to its members the "California Public Employee Relations Program" easy Reference Series Pocket Guides.

Additionally, an annual amount of \$1000, shall be budgeted for the purpose of training employees covered by this agreement. The fund may be used for employee training, member relations and other employee enhancement programs. Training funds may also be used for purchasing materials, equipment or paying training personnel. Training or activities must be done during non-work hours, or when employees use leave time to go to training. TLEA-AFSCME Local 1117 will submit invoices to the City itemizing the disbursement request. The City will have the right to review such disbursement request.

ARTICLE 11 – NOTICE

SECTION 11.1 NOTICE

- 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, dues payments, written correspondence or any other documents hereunder given by City to Association shall be:

President
AFSCME Local 1117
P.O. Box 444
Torrance, CA 90508
(310) 944-4198

SECTION III SEVERABILITY

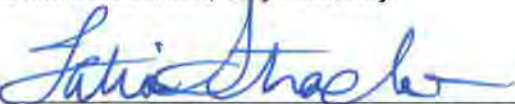
If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the resolution. The City Council hereby 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 23rd day of May 2023




Mayor George K. Chen

APPROVED AS TO FORM:
Patrick Q. Sullivan, City Attorney

by 

Tatia Y. Strader, Assistant City Attorney

ATTEST:


Rebecca Poirier, City Clerk

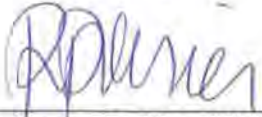
TORRANCE CITY COUNCIL RESOLUTION NO. 2023-56

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

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 23rd day of May 2023 by the following vote:

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

Date: 6/9/23



Rebecca Poirier, MMC
City Clerk of the City of Torrance

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 a 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:

Full-time Employment = Full-time LTD
Two (2) months = One (1) month

Full-time Employment = Part-time LTD
One (1) month = One (1) month

Part-time Employment = Full-time LTD
Four (4) months = One (1) month

Part-time Employment = Part-time LTD
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 be 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 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. Worker's 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.¹ 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.
 - 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 have participated in the committing of a felony.

¹ 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.

Catastrophic Leave Program

Purpose

The purpose of this Catastrophic Leave Program is to allow employees to assist another employee during times of personal crisis when serious illness or injury has incapacitated him/her or a family member and the employee is therefore unable to work. It can also be used for employees who suffer catastrophic illness or injury who must undergo intermittent medical treatment such as chemotherapy. This program is solely for employees whose accrued leave balances have been exhausted.

Policy

The Catastrophic Leave Program allows an employee to transfer eligible leave hours (vacation, sick leave, compensatory time and/or administrative leave) to another employee when a catastrophic illness or injury occurs. A catastrophic illness or injury is defined as a serious health condition which substantially incapacitates an employee or qualifying family member, or which forces the employee or family member to undergo ongoing or lengthy substantial medical treatment. The illness or injury further creates a financial hardship because the employee has or will exhaust all leave time. For the purpose of the Catastrophic Leave Program, qualifying family member shall mean an employee's parents, stepparents, spouse, registered domestic partner, children and stepchildren.

An employee will not be eligible for catastrophic leave until he/she has exhausted all leave time, including sick leave, vacation, compensatory time and administrative leave.

Donated hours may be used under the following situations:

- To cover the elimination period before short-term and/or long-term disability benefits begin
- To supplement short-term and/or long-term disability benefits
- To cover the time used on unpaid Family Leave

Catastrophic Leave will be based on the real value of the leave time donated instead of the hour-for-hour past practice.

Procedures / Guidelines for Using Catastrophic Leave

1. Leave of Absence paperwork² must be submitted to the Human Resources Division. It should include medical certification of a serious health condition per the FMLA guidelines and the dates the employee expects to be absent. The leave must be approved by the Department Head and the Human Resources Director.
2. Verification of illness or injury of the employee or qualifying family member must be provided in writing by the treating physician on the City provided forms.

² Leave of Absence paperwork consists of "Request for Leave of Absence" form and either a form from the insurance provider (for personal illness) or a "Family Medical Certification" form (for family illness).

3. The employee or representative makes a request for catastrophic leave donations to the employee's department. The City Manager's Office is then notified and advertises the donation request via e-mail.
4. The period of absence will be determined by the written verification of the employee's or family member's physician and will not be based on the number of hours donated.
5. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one year period, as is allowed by the Family and Medical Leave Act.
6. Employees must exhaust all personal leave hours (vacation, sick leave, etc.) prior to using any donated hours.
7. Employees will not accrue vacation, sick leave, or service time while using donated hours.
8. Donated hours may not be converted to cash ("cashed down").
9. The catastrophic leave bank will be closed and no further donations will be accepted under the following conditions:
 - The ill/injured employee returns to work full time, or
 - The 12 weeks of Family Leave have been exhausted, or
 - The ongoing, intermittent treatment program has been completed.

In these cases, any unused donated balances will be returned to the respective donating employees.

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

Procedures / Guidelines for Donating Hours

1. Employees who wish to donate eligible leave hours must complete a Catastrophic Leave Bank Transfer Authorization form.
2. Donations of Catastrophic Leave hours are made on a voluntary basis.
3. All donated time must be in increments of one hour or more.
4. Donations of leave hours, once used, are irrevocable and become part of the receiving employee's leave bank.
5. Employees with less than 40 hours of sick leave may not donate sick leave hours. This provision may be waived by the City Manager if a donating employee has given notice of terminating employment with the City and there is a current qualified Catastrophic Leave Bank recipient.

Confidentiality

To protect the confidentiality of the program, the names of individuals who donate will not be released. The exact amount of hours donated will be provided to the receiving employee upon request for the purpose of computing the length of time to be covered by the catastrophic leave bank.

REQUEST FOR RELEASE TIME FORM

In accordance with your MOU, the City and the Union have agreed to utilize this form for the use of all release time.

Instructions

Please send a copy of this completed form (e-mail acceptable) to:

- 1. Your immediate supervisor
- 2. City Manager designee (Releasetime@Torranceca.gov)
- 3. President, AFSCME Local 1117

Date Form Submitted: _____

Employee Name: _____

Immediate Supervisor: _____

Department/Division: _____

Release Date(s) Requested: _____

Scheduled Meeting Time(s): _____

Location of Meeting: _____

Purpose (check appropriate box)

- Negotiations/Meetings with Management
- Hearings
- Meetings to Represent Employees
- Executive Board Members (TME-TLEA-AFSCME only)
- Other (Executive Board Member attendance at New Employee Orientation, Civil Service Commission Meeting, or City Council Meeting)

Employee Signature _____

Supervisor's Signature _____