



Date: January 14, 2025

To: Honorable Mayor and Members of the City Council

From: Aram Chaparyan, City Manager

By: Ian Dailey, Deputy City Manager | IDailey@TorranceCA.Gov

Subject: City Manager – Adopt **RESOLUTION** Pursuant to Memorandum of Understanding (MOU) Setting Forth Hours, Wages, and Working Conditions for Torrance Recurrent Recreation Employees Organization (TRREO). Expenditure: \$525,684 (General Fund: Approximately \$131,421 Annually).

RECOMMENDATION

Recommendation of the City Manager that City Council adopt a **RESOLUTION** pursuant to memorandum of understanding (MOU) setting forth the hours, wages, and working conditions for employees represented by the Torrance Recurrent Recreation Employees Organization (TRREO) for the period beginning January 1, 2025, and ending June 30, 2028.

FUNDING

Funding is available in the City's fiscal year 2024-25 General Fund operating budget and is anticipated to be available in subsequent fiscal years.

DISCUSSION

On April 11, 2023, City Council adopted Resolution No. 2023-30 setting forth the hours, wages, and working conditions for City of Torrance (City) employees represented by TRREO for the period beginning January 1, 2023, and ending June 30, 2024. Representatives of City Management and TRREO participated in the meet-and-confer process for a successor MOU with both parties having reached an agreement on a multi-year contract. Upon conclusion of the meet-and-confer process, the membership of TRREO also voted in favor of the proposed agreement.

In addition to general language updates as shown in Attachment 2 to this report, the key changes to pay and benefits as reflected in the proposed four-year agreement are summarized below:

Effective Date	Key Changes
January 1, 2025	<ul style="list-style-type: none"> Implement minimum wage impacts ensuring all salary grids meet the new \$16.50 per hour rate. Implement an administrative policy that addresses Leave of Absence, Bereavement Leave, Compassionate Leave, Family-School Partnership Leave, and Jury Duty and adjust language to refer to this citywide policy.

Effective Date	Key Changes
	<ul style="list-style-type: none"> Implement minimum requirements for enrolling employee in CalPERS, which includes one year of service with the City and meets or exceeds evaluation rating.
January 12, 2025	<ul style="list-style-type: none"> Provide additional COLA on top of the minimum wage impacts to increase grids by 4.0%. Eliminate grocery certificate and incorporate to base salary grids.
April 1, 2025	<ul style="list-style-type: none"> Implement health insurance premium contribution increases as follows: <ul style="list-style-type: none"> Employee only: \$80.68 per month
July 13, 2025	<ul style="list-style-type: none"> Increase grids by 4.00%
July 12, 2026	<ul style="list-style-type: none"> Increase grids by 4.00%
July 11, 2027	<ul style="list-style-type: none"> Increase grids by 4.00%

The total cost of the package is approximately \$525,684, or 16.0% for the term of the agreement.

ATTACHMENTS

1. Torrance Recurrent Recreation Employees Organization MOU – CLEAN VERSION
2. Torrance Recurrent Recreation Employees Organization MOU – REDLINED VERSION

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

An Agreement of the undersigned representatives of the Torrance Recurrent Recreation Employees Organization (TRREO), and the representatives of the City of Torrance that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions for the period of January 1, 2025 to June 30, 2028 and was reached through agreement of the undersigned parties.

Signed this 14th day of January, 2025.

Management

TRREO

/s/ Ian Dailey

/s/ Charles Fredericks

/s/ Jamie Le

RESOLUTION NO. 2025-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE
SETTING FORTH WAGES, HOURS AND WORKING CONDITIONS FOR
EMPLOYEES REPRESENTED BY THE TORRANCE RECURRENT
RECREATION EMPLOYEES (TRREO) FOR THE PERIOD OF JANUARY 1, 2025
THROUGH JUNE 30, 2028, AND REPEALING RESOLUTION NO. 2023-31.**

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

SECTION I

That Resolution No. 2023-31 is hereby repealed in its entirety.

SECTION II

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

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ARTICLE 1 - INTRODUCTION

SECTION 1.1 PREAMBLE

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

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 BASE PAY RANGE

A) Starting Pay Rates

Original appointment to a class shall normally be made at the first step. Upon recommendation of the department head, and approval of the City Manager, initial compensation may be at a higher step within the range for the class, based either on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class; or a temporary shortage of applicants for the class involved.

B) Rate of Pay on Promotion

Upon promotion, any employee covered by this Agreement shall receive the lowest step in the new range which provides 5% increase in base pay.

C) Step Advancement

Step advancement within job title each classification shall be upon the completion of 1,000 hours. Upon recommendation of the department head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify. Advancement to the next step following such accelerated advancement shall normally be upon completion of 1,000 hours.

SECTION 2.2 METHODS OF COMPENSATION

The method and time of compensation payments shall be at the discretion of the City; provided, however, that compensation shall be computed and paid on a per-hour basis no less frequently than biweekly.

SECTION 2.3 PAY RANGES AND CLASS TITLES

A) The pay grades described on the following pages hereby assigned to the classifications of the following TRREO employees:

Effective January 1, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$19.40	\$20.37	\$21.39
Instructor I	Hourly	\$23.45	\$24.66	\$25.86
Instructor II	Hourly	\$29.33	\$30.77	\$32.31
Lifeguard	Hourly	\$18.94	\$19.89	\$20.88
Pool Manager	Hourly	\$24.62	\$25.85	\$27.14
Pool Manager, Assistant	Hourly	\$24.03	\$25.23	\$26.50
Program Leader	Hourly	\$16.50	\$17.09	\$17.94
Program Specialist	Hourly	\$18.48	\$19.40	\$20.37
Senior Program Specialist	Hourly	\$23.45	\$24.62	\$25.85

Effective January 12, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$20.24	\$21.25	\$22.31
Instructor I	Hourly	\$24.45	\$25.71	\$26.96
Instructor II	Hourly	\$30.57	\$32.07	\$33.67
Lifeguard	Hourly	\$19.76	\$20.75	\$21.78
Pool Manager	Hourly	\$25.67	\$26.95	\$28.29
Pool Manager, Assistant	Hourly	\$25.06	\$26.30	\$27.62
Program Leader	Hourly	\$17.00	\$17.84	\$18.72
Program Specialist	Hourly	\$19.28	\$20.24	\$21.25
Senior Program Specialist	Hourly	\$24.45	\$25.67	\$26.95

Effective July 13, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$21.05	\$22.10	\$23.21
Instructor I	Hourly	\$25.43	\$26.74	\$28.04
Instructor II	Hourly	\$31.80	\$33.36	\$35.02
Lifeguard	Hourly	\$20.56	\$21.58	\$22.66
Pool Manager	Hourly	\$26.70	\$28.03	\$29.43
Pool Manager, Assistant	Hourly	\$26.07	\$27.36	\$28.73
Program Leader	Hourly	\$17.68	\$18.56	\$19.47
Program Specialist	Hourly	\$20.06	\$21.05	\$22.10
Senior Program Specialist	Hourly	\$25.43	\$26.70	\$28.03

Effective July 12, 2026

Pay Ranges	Basis	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$21.90	\$22.99	\$24.14
Instructor I	Hourly	\$26.45	\$27.81	\$29.17
Instructor II	Hourly	\$33.08	\$34.70	\$36.43
Lifeguard	Hourly	\$21.39	\$22.45	\$23.57
Pool Manager	Hourly	\$27.77	\$29.16	\$30.61
Pool Manager, Assistant	Hourly	\$27.12	\$28.46	\$29.88
Program Leader	Hourly	\$18.39	\$19.31	\$20.25
Program Specialist	Hourly	\$20.87	\$21.90	\$22.99
Senior Program Specialist	Hourly	\$26.45	\$27.77	\$29.16

Effective July 11, 2027

Pay Ranges	Basis	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$22.78	\$23.91	\$25.11
Instructor I	Hourly	\$27.51	\$28.93	\$30.34
Instructor II	Hourly	\$34.41	\$36.09	\$37.89
Lifeguard	Hourly	\$22.25	\$23.35	\$24.52
Pool Manager	Hourly	\$28.89	\$30.33	\$31.84
Pool Manager, Assistant	Hourly	\$28.21	\$29.60	\$31.08
Program Leader	Hourly	\$19.13	\$20.09	\$21.06
Program Specialist	Hourly	\$21.71	\$22.78	\$23.91
Senior Program Specialist	Hourly	\$27.51	\$28.89	\$30.33

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

- A) Employees covered by this Resolution shall be compensated by pay at the rate of one-and-one-half ($1\frac{1}{2}$) times the regular hourly rate of the employee for those hours worked in excess of forty (40) hours in any one week.
- B) Overtime shall be computed for actual time worked except that an employee called-out after regular working hours for emergency work shall be compensated at the regular overtime rate for a minimum of two (2) hours.
- C) Employees under this Resolution who are assigned and work on observed holidays as defined by the City Hall Calendar shall be paid holiday pay at the rate of one-and-one-half ($1\frac{1}{2}$) regular hourly rate pay.

SECTION 3.2 MOVE-UP ASSIGNMENT

- A) Objective

The objective of this section is to provide an equitable manner of paying employees for work done and responsibility assumed when that employee is moved-up to a higher classification during the temporary absence of another employee.

B) Assignment

When an assignment becomes temporarily vacant due to absence or termination, that assignment may be assigned to another employee by the Department Head or designee. An employee may decline a move-up assignment.

C) Duration of Assignment

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

- 1) Each such assignment shall not exceed 30 scheduled working days duration.
- 2) If the work is not performed in a satisfactory manner, the Department Head may remove the employee who has moved-up and replace them with another move-up assignment or leave the position unfilled.

D) Priority for Move-Up Assignments

Priority for move-up assignments shall be given to employees regularly employed in the next lower classification in the division where the vacancy occurs; otherwise to employees regularly employed in the lower classification.

E) Absence of Moved Up Employee

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

SECTION 3.3 CANCELED PROGRAM/EVENTS

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

SECTION 3.4 MOVE-DOWN LANGUAGE

A) Objective

The objective of this section is to provide an opportunity for employees to be assigned to a lower classification when the Department Head or designee determines the need for an assignment in a lower classification.

B) Assignment

When an assignment becomes temporarily available, that assignment may be offered to a current employee in a higher classification by the Department Head or designee. An employee may decline a move-down assignment.

C) Duration of Assignment

Any employee moved-down pursuant to this section shall remain in the lower job classification until the Department Head or designee determines the assignment has been completed.

- 1) Each such assignment shall not exceed 30 scheduled working days duration.
- 2) If the work is not performed in a satisfactory manner the Department Head may remove the employee who has moved-down and replace them with another move-down assignment or leave the position unfilled.

D) Priority for Move-Down Assignment

Priority shall be given to any employee in a higher classification in the division where the vacancy occurs.

E) Absence of Moved-Down Employees

If a moved-down employee is absent, another employee may be assigned during such absence subject to all provision of this Article.

F) Move-Down Pay for Vacant Positions

An employee moved-down pursuant to this section shall be paid for all hours worked in the lower classification at the hourly salary rate of the highest step of the lower classification.

ARTICLE 4 - BENEFITS

SECTION 4.1 UNIFORM PROVISIONS

Where uniforms are required by the Department, such uniforms shall be provided for by the City (in the case of shirts, a minimum of two [2] on an annual basis). A failure to wear the required uniform shall be grounds for disciplinary actions.

SECTION 4.2 LEAVES OF ABSENCE

An employee may file a Request for Leave in compliance with the City's Policy on Leaves of Absence in accordance with State and Federal Laws.

SECTION 4.3 BEREAVEMENT LEAVE

An employee may utilize Bereavement Leave in compliance with the City's Policy on Leaves of Absence in accordance with State Law.

SECTION 4.4 JURY DUTY

An employee who is summoned for jury service shall be covered in compliance with the City's Policy on Leaves of Absence.

SECTION 4.5 COMPASSIONATE LEAVE

An employee may utilize Compassionate Leave in compliance with the City's Policy on Leaves of Absence.

SECTION 4.6 FAMILY-SCHOOL PARTNERSHIP LEAVE

An employee may utilize Family-School Partnership Leave in compliance with the City's Policy on Leaves of Absence and in accordance with State Law.

SECTION 4.7 HOLIDAY PAY

Holiday pay equaling four (4) hours pay shall be paid for Christmas Day (December 25), New Year's Day (January 1), Martin Luther King Jr. Day and Veterans Day. To be eligible, an employee must work at least 12 hours during the pay period in which Christmas, New Year's Day, Martin Luther King Jr. Day, and Veterans Day falls.

SECTION 4.8 SICK LEAVE

- A) New employees shall receive 40 hours of sick leave upon hire. Commencing on the first pay period of each calendar year, employees will receive 40 hours of sick leave.
- B) After a 90-day employment requirement is satisfied, part-time employees are eligible to use paid sick leave to a maximum of 96 hours per year.
- C) Employees may bank up to a maximum of 96 hours of Sick Leave.
- D) 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. The employee will not have to re-satisfy the 90-day employment period in order to use the banked sick leave.
- E) 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.
- F) Banked sick leave may not be converted or cashed out if unused or upon separation from employment. However, if an employee is promoted to another position the sick leave balance will carry over to the new position.

SECTION 4.9 DEFERRED COMPENSATION

Upon hire, employees covered by this Resolution will be automatically enrolled in the City's mandatory deferred compensation plan at the rate of 7.5% of gross compensation unless the employee qualifies for CalPERS. Upon enrollment in CalPERS, employees will have the ability to enroll in voluntary deductions through the City's deferred compensation plan.

SECTION 4.10 RETIREMENT

- A. California Public Employees' Retirement System (PERS)

Employees that reach the 1,000-hour PERS threshold, or meet other enrollment criteria stipulated by PERS, shall be enrolled in compliance with PERS regulations. At the discretion of the Department Head, employees may be permitted to exceed the 1,000-hour threshold upon completion of one year of service with the City and upon completion of a performance evaluation with a meets or exceeds expectations rating.

SECTION 4.11 EMPLOYEE INSURANCE

A. Cost of Medical Insurance for Active Employees:

In compliance with the provisions of the Affordable Care Act, an employee who works more than thirty (30) hours per week on a regular basis over twelve (12) months will receive City paid one-party health insurance. The City shall pay the applicable monthly PERS minimum contribution per employee for active employee health insurance. In addition to the PERS Minimum Contribution, the City shall provide active employees with an additional contribution. The aggregate amount shall be referred to as the "City Contribution".

Effective January 1, 2023

	1 Party
City Contribution	\$383.66 per month

Effective April 1, 2025

	1 Party
City Contribution	\$464.34 per month

ARTICLE 5 - WORKING CONDITIONS

SECTION 5.1 PERSONNEL ACTIONS

- A) Each employee covered by this Resolution shall receive a copy of all actions pertaining to them taken by the supervisor, the Department, or the City.
- B) Representatives of TRREO shall be consulted regarding all policy making decisions covering salary, wages, and other conditions of employment.
- C) Advance notice of all such meetings shall be presented to TRREO so that proper arrangements can be made for attendance. When attending said meetings, the employees representing TRREO shall be compensated at their regular hourly rate.

SECTION 5.2 LAYOFF PROCEDURE

A) Reduction in Staff

Whenever in the judgment of the Community Services Department, it becomes necessary for a recurrent job assignment(s) to be eliminated, the Department Head may reduce staff and release the employees holding such assignment(s).

B) Recall

Employees so released shall be recalled for the job assignment held at the time of release. If the recalled employee declines the assignment, the assignment shall be filled from within the Department based on seniority, availability, and specific job needs. If the vacancy cannot be filled from within the Department, the Department Head or his designee can proceed to recruit to fill the job assignment.

SECTION 5.3 DIVISIONAL WORK OPTION

Any employee covered by this Resolution may, with the Department Head approval, have the prerogative of working in more than one Division of the Department.

SECTION 5.4 REST PERIODS

Employees covered by this Resolution may be allowed fifteen (15) minutes rest period in accordance with Department Rules for each four (4) hours of continuous work. In such cases:

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

SECTION 5.5 LUNCH PERIODS

Employees covered by this Resolution, when working more than four (4) hours in one day, may be entitled to a daily unpaid lunch period not to exceed one half-hour subject to Departmental Rules.

SECTION 5.6 INDUSTRIAL SAFETY

It is the responsibility of the City to make every reasonable effort to provide and maintain a safe and healthy place of employment. It is the responsibility of TRREO to support employee conformance to the safety rules and administrative policies of the City relating to safety, health, and industrial injury.

Employees covered by this Part XV shall receive temporary disability pay pursuant to the California State Labor Code, Section 4656 as amended, when a job connected injury occurs.

ARTICLE 6 - GENERAL PROVISIONS

SECTION 6.1 EMPLOYEE INFORMATION

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

SECTION 6.2 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATORY HARASSMENT

- A) The City and TRREO support the concept of equal employment opportunity.

- B) Neither the City nor TRREO shall discriminate on the basis of age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union or non-union affiliation, or political affiliation.
- C) The City and TRREO agree that they will work to ensure a working environment free of discriminatory harassment.
- D) This section is expressly non-grievable. Any violation will be redressed through the City Discrimination policy.

SECTION 6.3 PERFORMANCE EVALUATION

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

ARTICLE 7 - GRIEVANCE

SECTION 7.1 DEFINITION

A grievance is a complaint by one or more employees, concerning the application or interpretation of the provisions within the scope of this Resolution affecting employees' wages, hours and working conditions.

SECTION 7.2 SCOPE

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

SECTION 7.3 PROCEDURE

- A) First Step: Supervisory Level
 - 1) The aggrieved employee(s) and/or representative shall meet and consult with the employee's immediate full time supervisor;
 - 2) The grievance may be presented orally or in writing.
- B) Second Step: Division Head Level.
 - 1) If the grievance is not resolved within two (2) working days of the proceedings in Step 1, the employee(s) may appeal to the Division Head.
 - 2) Forms to file such a grievance are provided by the City.
 - 3) The aggrieved employee(s) and/or representative shall meet and consult with the employee's Division Head.
- C) Third Step: Department Head Level
 - 1) If the grievance is not resolved within two (2) working days of completion of Step 2, the employee(s) may appeal to the Department Head.

- 2) Forms to file such a grievance are provided by the City.
- 3) The aggrieved employee(s) and/or representative shall meet and consult with the employee's Department Head.

D) Fourth Step: Advisory Arbitration

- 1) If the grievance is not resolved in Steps 1, 2, and 3, and involves demotion or discharge, the employee may within five (5) working days of completion of Step 3 present the grievance in writing to the Employee Relations/Human Resources Administrator for processing for Advisory Arbitration. Failure of the employee to take this action will constitute termination of the grievance.
- 2) The scope of advisory arbitration of grievance shall be limited to disciplinary discharge or demotion.
- 3) Within five (5) working days after receipt of an appeal, the City Manager shall call the parties together for the selection of the advisory board.
- 4) The advisory board shall be made up of one member chosen by management and another chosen by the aggrieved employee and a third who will be chairman. The third member of the board shall be impartial, and if the parties cannot agree upon the chairman, the chairman shall be selected from a list of nine (9) names submitted by the American Arbitrators' Association of the State Conciliation Service. If the agreement cannot be had from amongst these names, each of the parties shall strike names from the list in rotation until only one name remains, priority in striking shall be decided by a flip of a coin.
- 5) The recommendation of the board shall be made to the City Manager and shall be only advisory. A copy shall be provided to the employee.

SECTION 7.4 GENERAL PROVISIONS - GRIEVANCES

- A) All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his representatives and the management representatives involved.
- B) A grievance shall be considered untimely if not presented by the employee within thirty (30) calendar days of the alleged grievance.
- C) Written grievances shall be on a form provided by the City.
- D) The aggrieved employee(s) and representatives shall be allowed reasonable time to participate in the grievance proceedings without loss of pay for the time so spent.
- E) Cost of the arbitrator shall be shared equally by the City and the grieving employee.

ARTICLE 8 - SECURITY PROVISIONS

SECTION 8.1 DUES CHECKOFF

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

SECTION 8.2 SECURITY PROVISIONS

- A) The City will provide to TRREO a listing of all new employees, their classifications, departments and department/division telephone numbers within two weeks of their hire date.
- B) The City shall deduct the dues, from every check issued during each pay period for each employee in the bargaining unit as specified by TRREO under the terms contained herein.
- C) The City shall also apply this provision to every employee who transfers into this representation unit after November 14, 2006 within 60 calendar days of the transfer.
- D) TRREO agrees to indemnify, defend and hold the City free and harmless from any and all liability and claims for damage by any persons including, but not limited to, employees in classifications covered by this agreement regarding this section. It is also agreed that neither any employee nor TRREO shall have made any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deduction were or should have been made.
- E) Every employee represented by TRREO, upon hire by the City, shall be provided with a packet of information relevant to TRREO membership and organizational activities. Such packet, prepared by TRREO, shall include the name of the employee organization president, and shall be approved by the City for relevant content prior to distribution.
- F) TRREO shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Clerk of the City of Torrance, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of balance sheet and an operating statement, certified as to its accuracy by its president and the secretary-treasurer or corresponding principal officer, or by a certified public accountant.

ARTICLE 9 - NOTICES

SECTION 9.1 NOTICES

- A) Notices to City

The address for all Notices (hereinafter defined) given by Association to City shall be:

City Manager's Office
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90503
 Attn: Chief Labor Negotiator

Fax: (310) 618-5891

- B) Notices to Association

The address for all Notices hereunder given by City to Association shall be given in the following manner:

In January of each year the Association shall provide to the address shown in 9.1(A) above a listing of the officers of the Association. Included in that listing are those officers that are to be noticed per this section. Included shall be the mailing or e-mail address or both to be used for that notice. A fax number may be given if available. The list of officers for notice shall be updated by the Association every six (6) months.

C) Effectiveness

Any and all notices, demands or other communications (Notices) required or desired to be given hereunder by either party shall be in writing and shall be validly given or made by any of the following methods:

- 1) By personal delivery
- 2) By fax if also deposited at the same time for delivery by U.S. Mail in the manner described in clause (iii)
- 3) By deposit in the U.S. Mail, certified or registered, postage prepaid
- 4) By delivery by a same day or overnight courier (e.g., FedEx, etc.)

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

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

If such Notice is transmitted by mail, such shall be deemed delivered upon actual delivery or refusal to accept delivery, addressed to the party to whom such Notice is to be given at the address set forth above. Any party hereto may change its address or facsimile number for the purpose of receiving Notices as herein provided by a written Notice given in the manner as outlined in Section 9.1.B above to the other party or parties hereto. By following the methods as outlined for Notice, it will constitute Notice given in accordance with this provision on the date received or refused.

ARTICLE 10 - MISCELLANEOUS

SECTION 10.1 RELEASE TIME

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

Use of release time is necessary for the Association to effectively operate; however, it is essential for efficient operations of City service that supervisors and managers are timely informed of the

use of release time to ensure minimal impact to service delivery. For these reasons, the parties agree that release time will be provided in accordance with this article.

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

A) Negotiations

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

Employees will be provided with release time for the entire period of the negotiation session (including travel time from their worksite) as well as one-half ($\frac{1}{2}$) hour before and one (1) hour after.

B) Hearings

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

C) Meetings to Represent Employees

There are numerous situations where employees in the Association may seek representation, including, but not limited to, an Administrative Conference, investigation where the employee has a reasonable belief that the meeting may lead to the imposition of discipline, or other meetings where representation is legally appropriate. If such meetings are set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance. If such meetings are set with less than 48 hours advance notice, employees are required to complete the Release Time form and submit it as soon as possible.

D) Releases shall only be for those employees requiring release from actual scheduled hours of work.

SECTION 10.2 MEMBER RELATIONS

Every year on the first pay period of November, employees will be given a grocery certificate for \$25.00 for groceries from the City and TRREO. The City will purchase the certificates and distribute the certificates. City will provide TRREO with a payroll report which includes all employees with hours worked from the prior 12 months. TRREO will confirm which employees will receive the grocery certificate prior to issuance.

After issuing the November 2024 certificates, this benefit is eliminated and the value will be added to the base hourly grids in Section 2.3.

SECTION 10.3 CONTINUED DISCUSSIONS

Management and employee group will continue to discuss the following items:

- Move-up & Temporary Appointment

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 14th day of January, 2025.

Mayor George K. Chen

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

ATTEST:

by _____
Tatia Y. Strader
Assistant City Attorney

Rebecca Poirier, MMC, City Clerk

ATTACHMENT A**REQUEST FOR RELEASE TIME FORM**

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

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

Date: _____

Employee: _____

Department/Division: _____

Immediate Supervisor: _____

Release Date(s) Requested: _____

Scheduled Meeting Time(s): _____

Location of Meeting: _____

Purpose (check appropriate box):

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

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

MEMORANDUM OF UNDERSTANDING

TORRANCE RECURRENT RECREATION EMPLOYEES ORGANIZATION
(TRREO)**JANUARY 1, 2023 — JUNE 30, 2024****A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS,
WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY
THE TORRANCE RECURRENT RECREATION EMPLOYEES ORGANIZATION
(TRREO)**

An Agreement of the undersigned representatives of the Torrance Recurrent Recreation Employees Organization (TRREO), and the representatives of the City of Torrance that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions for the period of ~~January 1, 2023~~ January 1, 2025 to June 30, ~~2024~~ 2028, and was reached through agreement of the undersigned parties.

Signed this ~~14th~~ -day of ~~April~~ January, ~~2023~~ 2025.

Management

TRREO

/s/ Ian Dailey _____
Fredericks _____

/s/ Charles _____

/s/ Jamie Le _____

RESOLUTION NO. 202~~53~~-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH WAGES, HOURS AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE RECURRENT RECREATION EMPLOYEES (TRREO) FOR THE PERIOD OF ~~APRIL~~ JANUARY 91, 2023-2025 THROUGH JUNE 30, ~~2024~~ 2028, AND REPEALING RESOLUTION NO. ~~2018~~ 2023-9031.

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

SECTION I

That Resolution No. ~~2018~~ 2023-90-31 is hereby repealed in its entirety.

SECTION II

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

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ARTICLE 1 - INTRODUCTION

SECTION 1.1 PREAMBLE

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

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 SALARYBASE PAY RANGE

A) Starting Pay Rates

Original appointment to a class shall normally be made at the first step. Upon recommendation of the department head, and approval of the City Manager, initial compensation may be at a higher step within the range for the class, based either on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class; or a temporary shortage of applicants for the class involved. For those originally hired prior to July 1, 1992 and subsequently rehired thereafter, appointment shall be made at the hourly rate as prescribed for the pertaining job title in Salary Schedule A.

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

B) Rate of Pay on Promotion

Upon promotion, any employee covered by this Agreement shall receive the lowest step in the new range which provides 5% increase in base pay. For those hired prior to July 1, 1992, whenever an employee is promoted, the employee shall receive the hourly rate of compensation for the new job title in Salary Schedule A.

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

C) Step Advancement

Step advancement within job title each classification shall be upon the completion of 1,000 hours. Upon recommendation of the department head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify.

~~Advancement to the next step following such accelerated advancement shall normally be upon completion of 1,000 hours. Those individuals hired July 1, 1992 and thereafter, shall be on a step program for compensation purposes as outlined in Salary Schedule B. Step advancement within job title shall be upon the completion of 1,000 hours. Whenever an employee is promoted they shall start at step one (1) of the new job title.~~

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

SECTION 2.2 METHODS OF COMPENSATION

The method and time of compensation payments shall be at the discretion of the City; provided, however, that compensation shall be computed and paid on a per-hour basis no less frequently than biweekly.

SECTION 2.3 ~~SALARY RATES AND JOBPAY RANGES AND CLASS~~ TITLES

- A) ~~The pay grades described on the following pages hereby assigned to the classifications of the following TRREO employees: Salary Schedule A~~

Effective January 1, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$19.40	\$20.37	\$21.39
Instructor I	Hourly	\$23.45	\$24.66	\$25.86
Instructor II	Hourly	\$29.33	\$30.77	\$32.31
Lifeguard	Hourly	\$18.94	\$19.89	\$20.88
Pool Manager	Hourly	\$24.62	\$25.85	\$27.14
Pool Manager, Assistant	Hourly	\$24.03	\$25.23	\$26.50
Program Leader	Hourly	\$16.50	\$17.09	\$17.94
Program Specialist	Hourly	\$18.48	\$19.40	\$20.37
Senior Program Specialist	Hourly	\$23.45	\$24.62	\$25.85

Effective January 12, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$20.24	\$21.25	\$22.31
Instructor I	Hourly	\$24.45	\$25.71	\$26.96
Instructor II	Hourly	\$30.57	\$32.07	\$33.67
Lifeguard	Hourly	\$19.76	\$20.75	\$21.78
Pool Manager	Hourly	\$25.67	\$26.95	\$28.29
Pool Manager, Assistant	Hourly	\$25.06	\$26.30	\$27.62
Program Leader	Hourly	\$17.00	\$17.84	\$18.72
Program Specialist	Hourly	\$19.28	\$20.24	\$21.25
Senior Program Specialist	Hourly	\$24.45	\$25.67	\$26.95

Effective July 13, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$21.05	\$22.10	\$23.21
Instructor I	Hourly	\$25.43	\$26.74	\$28.04
Instructor II	Hourly	\$31.80	\$33.36	\$35.02
Lifeguard	Hourly	\$20.56	\$21.58	\$22.66
Pool Manager	Hourly	\$26.70	\$28.03	\$29.43
Pool Manager, Assistant	Hourly	\$26.07	\$27.36	\$28.73
Program Leader	Hourly	\$17.68	\$18.56	\$19.47
Program Specialist	Hourly	\$20.06	\$21.05	\$22.10
Senior Program Specialist	Hourly	\$25.43	\$26.70	\$28.03

Effective July 12, 2026

Pay Ranges	Basis	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$21.90	\$22.99	\$24.14
Instructor I	Hourly	\$26.45	\$27.81	\$29.17
Instructor II	Hourly	\$33.08	\$34.70	\$36.43
Lifeguard	Hourly	\$21.39	\$22.45	\$23.57
Pool Manager	Hourly	\$27.77	\$29.16	\$30.61
Pool Manager, Assistant	Hourly	\$27.12	\$28.46	\$29.88
Program Leader	Hourly	\$18.39	\$19.31	\$20.25
Program Specialist	Hourly	\$20.87	\$21.90	\$22.99
Senior Program Specialist	Hourly	\$26.45	\$27.77	\$29.16

Effective July 11, 2027

Pay Ranges	Basis	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$22.78	\$23.91	\$25.11
Instructor I	Hourly	\$27.51	\$28.93	\$30.34
Instructor II	Hourly	\$34.41	\$36.09	\$37.89
Lifeguard	Hourly	\$22.25	\$23.35	\$24.52
Pool Manager	Hourly	\$28.89	\$30.33	\$31.84
Pool Manager, Assistant	Hourly	\$28.21	\$29.60	\$31.08
Program Leader	Hourly	\$19.13	\$20.09	\$21.06
Program Specialist	Hourly	\$21.71	\$22.78	\$23.91
Senior Program Specialist	Hourly	\$27.51	\$28.89	\$30.33

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

~~Effective January 1, 2023:~~

Pay Ranges	Rate	Step 1
Aquatics Instructor	Hourly	\$17.05
Instructor I	Hourly	\$24.63
Instructor II	Hourly	\$30.77
Lifeguard	Hourly	\$16.54
Pool Manager	Hourly	\$22.87
Pool Manager, Assistant	Hourly	\$18.45
Program Leader	Hourly	\$16.54
Program Specialist	Hourly	\$19.42
Senior Program Specialist	Hourly	\$24.63

Pay Ranges	Rate	Step 1
Pool Locker Room Attendant	Hourly	\$15.50
Pool Cashier—Clerk	Hourly	\$15.50

~~Effective April 9, 2023:~~

Pay Ranges	Rate	Step 1
Aquatics Instructor	Hourly	\$21.39
Instructor I	Hourly	\$25.86
Instructor II	Hourly	\$32.31
Lifeguard	Hourly	\$20.88

Pool Manager	Hourly	\$27.14
Pool Manager, Assistant	Hourly	\$26.50
Program Leader	Hourly	\$17.94
Program Specialist	Hourly	\$20.37
Senior Program Specialist	Hourly	\$25.85

B) ~~Salary Schedule B~~

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

~~Effective January 1, 2023~~

Pay Ranges	Rate	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$15.50	\$16.21	\$17.05
Instructor I	Hourly	\$22.33	\$23.49	\$24.63
Instructor II	Hourly	\$27.93	\$29.30	\$30.77
Lifeguard	Hourly	\$15.50	\$15.71	\$16.54
Pool Manager	Hourly	\$20.78	\$21.78	\$22.87
Pool Manager, Assistant	Hourly	\$16.76	\$17.60	\$18.45
Program Leader	Hourly	\$15.50	\$15.75	\$16.54
Program Specialist	Hourly	\$17.60	\$18.45	\$19.42
Senior Program Specialist	Hourly	\$22.33	\$23.49	\$24.63

~~Effective April 9, 2023:~~

Pay Ranges	Rate	Step 1	Step 2	Step 3
Aquatics Instructor	Hourly	\$19.40	\$20.37	\$21.39
Instructor I	Hourly	\$23.45	\$24.66	\$25.86
Instructor II	Hourly	\$29.33	\$30.77	\$32.31
Lifeguard	Hourly	\$18.94	\$19.89	\$20.88
Pool Manager	Hourly	\$24.62	\$25.85	\$27.14
Pool Manager, Assistant	Hourly	\$24.03	\$25.23	\$26.50
Program Leader	Hourly	\$16.28	\$17.09	\$17.94
Program Specialist	Hourly	\$18.48	\$19.40	\$20.37
Senior Program Specialist	Hourly	\$23.45	\$24.62	\$25.85

ARTICLE 3 - SPECIAL COMPENSATION PROVISIONS

SECTION 3.1 OVERTIME COMPENSATION

- A) Employees covered by this Resolution shall be compensated by pay at the rate of one-and-one-half ($1\frac{1}{2}$) times the regular hourly rate of the employee for those hours worked in excess of forty (40) hours in any one week.
- B) Overtime shall be computed for actual time worked except that an employee called-out after regular working hours for emergency work shall be compensated at the regular overtime rate for a minimum of two (2) hours.
- C) Employees under this Resolution who are assigned and work on observed holidays as defined by the City Hall Calendar shall be paid holiday pay at the rate of one-and-one-half ($1\frac{1}{2}$) regular hourly rate pay.

SECTION 3.2 MOVE-UP ASSIGNMENT

- A) Objective

The objective of this section is to provide an equitable manner of paying employees for work done and responsibility assumed when that employee is moved-up to a higher classification during the temporary absence of another employee.

- B) Assignment

When an assignment becomes temporarily vacant due to absence or termination, that assignment may be assigned to another employee by the Department Head or designee. An employee may decline a move-up assignment.

- C) Duration of Assignment

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

- 1) Each such assignment shall not exceed 30 scheduled working days duration.
- 2) If the work is not performed in a satisfactory manner, the Department Head may remove the employee who has moved-up and replace them with another move-up assignment or leave the position unfilled.

- D) Priority for Move-Up Assignments

Priority for move-up assignments shall be given to employees regularly employed in the next lower classification in the division where the vacancy occurs; otherwise to employees regularly employed in the lower classification.

- E) Absence of Moved Up Employee

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

SECTION 3.3 CANCELED PROGRAM/EVENTS

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

SECTION 3.4 MOVE-DOWN LANGUAGE

A) Objective

The objective of this section is to provide an opportunity for employees to be assigned to a lower classification when the Department Head or designee determines the need for an assignment in a lower classification.

B) Assignment

When an assignment becomes temporarily available, that assignment may be offered to a current employee in a higher classification by the Department Head or designee. An employee may decline a move-down assignment.

C) Duration of Assignment

Any employee moved-down pursuant to this section shall remain in the lower job classification until the Department Head or designee determines the assignment has been completed.

- 1) Each such assignment shall not exceed 30 scheduled working days duration.
- 2) If the work is not performed in a satisfactory manner the Department Head may remove the employee who has moved-down and replace them with another move-down assignment or leave the position unfilled.

D) Priority for Move-Down Assignment

Priority shall be given to any employee in a higher classification in the division where the vacancy occurs.

E) Absence of Moved-Down Employees

If a moved-down employee is absent, another employee may be assigned during such absence subject to all provision of this Article.

F) Move-Down Pay for Vacant Positions

An employee moved-down pursuant to this section shall be paid for all hours worked in the lower classification at the hourly salary rate of the highest step of the lower classification.

ARTICLE 4 - ~~SUPPLEMENTAL~~ BENEFITS

SECTION 4.1 UNIFORM PROVISIONS

Where uniforms are required by the Department, such uniforms shall be provided for by the City (in the case of shirts, a minimum of two [2] on an annual basis). A failure to wear the required uniform shall be grounds for disciplinary actions.

SECTION 4.2 LEAVES OF ABSENCE

An employee may file a Request for Leave in compliance with the City's Policy on Leaves of Absence in accordance with State and Federal Laws.

SECTION 4.23 BEREAVEMENT LEAVE

An employee may utilize Bereavement Leave in compliance with the City's Policy on Leaves of Absence in accordance with State Law.A) Each employee covered by this Resolution shall be entitled up to five (5) working days bereavement leave without pay. Bereavement leave is without penalty of loss of job.

B) Such bereavement leave shall apply to a death of a family member as defined by the California Family Rights Act.

SECTION 4.43 JURY DUTY

An employee who is summoned for jury service shall be covered in compliance with the City's Policy on Leaves of Absence. Any employee covered by this agreement who is summoned for jury service at any court during their 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.

SECTION 4.5 COMPASSIONATE LEAVE

An employee may utilize Compassionate Leave in compliance with the City's Policy on Leaves of Absence.

SECTION 4.6 FAMILY-SCHOOL PARTNERSHIP LEAVE

An employee may utilize Family-School Partnership Leave in compliance with the City's Policy on Leaves of Absence and in accordance with State Law.

SECTION 4.47 HOLIDAY PAY

Holiday pay equaling four (4) hours pay shall be paid for Christmas Day (December 25), New Year's Day (January 1), Martin Luther King, Jr. 's BirthdayDay and Veteran's Day. To be eligible, an employee must work at least 12 hours during the pay period in which Christmas, New Year's Day, Martin Luther King Jr. 's BirthdayDay, and Veteran's Day falls.

SECTION 4.58 SICK LEAVE

- A) New employees shall receive 40 hours of sick leave upon hire. Commencing on the first pay period of each calendar year, employees will receive 40 hours of sick leave.
- B) After a 90-day employment requirement is satisfied, part-time employees are eligible to use paid sick leave to a maximum of 96 hours per year.
- C) Employees may bank up to a maximum of 96 hours of Sick Leave.
- D) 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. The employee will not have to re-satisfy the 90-day employment period in order to use the banked sick leave.
- E) 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.
- F) Banked sick leave may not be converted or cashed out if unused or upon separation from employment. However, if an employee is promoted to another position the sick leave balance will carry over to the new position.
- ~~A) Employees covered by this resolution accrue at least one hour of paid sick leave for every 30 hours worked.~~
- ~~B) Employees covered by this Resolution may accrue up to 48 hours, and accrued hours rollover year to year.~~
- ~~C) Employees covered in this Resolution may use up to 48 hours of sick leave per year to care for themselves or family members as defined in the California Family Rights Act.~~
- ~~D) Sick Leave cannot be cashed out or deferred and holds no value in the event of separation from the City.~~

SECTION 4.69 DEFERRED COMPENSATION

Upon hire, employees covered by this Resolution will be automatically enrolled in the City's mandatory deferred compensation plan at the rate of 7.5% of gross compensation unless the employee qualifies for CalPERS. Upon enrollment in CalPERS, employees will have the ability to enroll in voluntary deductions through the City's deferred compensation plan.~~A) —Employees covered by this Resolution who participate in the City's mandated deferred compensation plan under Plan "B," and who reach a total of \$1,000 in the plan, will be able to avail themselves of more investment options.~~

SECTION 4.710 RETIREMENT

A. California Public Employees' Retirement System (PERS)

Employees that reach the 1,000-hour PERS threshold, or meet other enrollment criteria stipulated by PERS, shall be enrolled in compliance with PERS regulations. At the discretion of the Department Head, employees may be permitted to exceed the 1,000-hour threshold upon completion of one year of service with the City and upon completion of a performance evaluation with a meets or exceeds expectations rating.

- ~~B) Eligible incumbents as noted in a) must contact the City Treasurer's Office in order to begin participating in additional options.~~
- ~~C) TRREO will be notified of any citywide committee that discusses deferred compensation issues.~~
- ~~D) TRREO may contact the City Treasurer in the event there are questions or suggestions regarding the deferred compensation plan, and at the discretion of the City Treasurer, may meet with the deferred compensation provider representative.~~
- ~~E) Upon separation from employment, employees covered by this Resolution may roll-over any available fund balances to a qualified IRA (Individual Account) plan.~~

SECTION 4.1187 EMPLOYEE INSURANCE

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

A. Cost of Medical Insurance for Active Employees:Medical Insurance

In compliance with the provisions of the Affordable Care Act, an employee who works more than thirty (30) hours per week on a regular basis over twelve (12) months will receive City paid one-party health insurance. The City shall pay the applicable monthly PERS minimum contribution per employee for active employee health insurance. In addition to the PERS Minimum Contribution, the City shall provide active employees with an additional contribution. The aggregate amount shall be referred to as the "City Contribution".

Effective January 1, 2023

	<u>1 Party</u>
<u>City Contribution</u>	<u>\$383.66 per month</u>

Effective April 1, 2025

	<u>1 Party</u>
<u>City Contribution</u>	<u>\$464.34 per month</u>

- ~~1. The City shall pay the applicable monthly PERS minimum contribution per employee for active health insurance. The PERS minimum contribution can only apply toward the health insurance plans.~~
- ~~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 ("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 4.7. Employees may opt-out of the City-offered benefits.~~

~~Effective January 1, 2023, the City Contribution is \$383.66 for single-party coverage. The Cafeteria Contribution can be calculated by subtracting the current PERS minimum contribution from the City Contribution (see below).~~

	One-Party
City Cafeteria Contribution	\$383.66 less the PERS minimum contribution

ARTICLE 5 - WORKING CONDITIONS

SECTION 5.1 PERSONNEL ACTIONS

- A) Each employee covered by this Resolution shall receive a copy of all actions pertaining to them taken by the supervisor, the Department, or the City.
- B) Representatives of TRREO shall be consulted regarding all policy making decisions covering salary, wages, and other conditions of employment.
- C) Advance notice of all such meetings shall be presented to TRREO so that proper arrangements can be made for attendance. When attending said meetings, the employees representing TRREO shall be compensated at their regular hourly rate.

SECTION 5.2 LAYOFF PROCEDURE

- A) Reduction in Staff

Whenever in the judgment of the Community Services Department, it becomes necessary for a recurrent job assignment(s) to be eliminated, the Department Head may reduce staff and release the employees holding such assignment(s).

- B) Recall

Employees so released shall be recalled for the job assignment held at the time of release. If the recalled employee declines the assignment, the assignment shall be filled from within the Department based on seniority, availability, and specific job needs. If the vacancy cannot be filled from within the Department, the Department Head or his designee can proceed to recruit to fill the job assignment.

SECTION 5.3 DIVISIONAL WORK OPTION

Any employee covered by this Resolution may, with the Department Head approval, have the prerogative of working in more than one Division of the Department.

SECTION 5.4 REST PERIODS

Employees covered by this Resolution may be allowed fifteen (15) minutes rest period in accordance with Department Rules for each four (4) hours of continuous work. In such cases:

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

SECTION 5.5 LUNCH PERIODS

Employees covered by this Resolution, when working more than four (4) hours in one day, may be entitled to a daily unpaid lunch period not to exceed one half-hour subject to Departmental Rules.

SECTION 5.6 INDUSTRIAL SAFETY

It is the responsibility of the City to make every reasonable effort to provide and maintain a safe and healthy place of employment. It is the responsibility of TRREO to support employee conformance to the safety rules and administrative policies of the City relating to safety, health, and industrial injury.

Employees covered by this Part XV shall receive temporary disability pay pursuant to the California State Labor Code, Section 4656 as amended, when a job connected injury occurs.

ARTICLE 6 - GENERAL PROVISIONS

SECTION 6.1 EMPLOYEE INFORMATION

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

SECTION 6.2 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATORY HARASSMENT

- A) The City and TRREO support the concept of equal employment opportunity.
- B) Neither the City nor TRREO shall discriminate on the basis of age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union or non-union affiliation, or political affiliation.
- C) The City and TRREO agree that they will work to ensure a working environment free of discriminatory harassment.
- D) This section is expressly non-grievable. Any violation will be redressed through the City Discrimination policy.

SECTION 6.3 PERFORMANCE EVALUATION

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

ARTICLE 7 - GRIEVANCE

SECTION 7.1 DEFINITION

A grievance is a complaint by one or more employees, concerning the application or interpretation of the provisions within the scope of this Resolution affecting employees' wages, hours and working conditions.

SECTION 7.2 SCOPE

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

SECTION 7.3 PROCEDURE

A) First Step: Supervisory Level

- 1) The aggrieved employee(s) and/or representative shall meet and consult with the employee's immediate full time supervisor;
- 2) The grievance may be presented orally or in writing.

B) Second Step: Division Head Level.

- 1) If the grievance is not resolved within two (2) working days of the proceedings in Step 1, the employee(s) may appeal to the Division Head.
- 2) Forms to file such a grievance are provided by the City.
- 3) The aggrieved employee(s) and/or representative shall meet and consult with the employee's Division Head.

C) Third Step: Department Head Level

- 1) If the grievance is not resolved within two (2) working days of completion of Step 2, the employee(s) may appeal to the Department Head.
- 2) Forms to file such a grievance are provided by the City.
- 3) The aggrieved employee(s) and/or representative shall meet and consult with the employee's Department Head.

D) Fourth Step: Advisory Arbitration

- 1) If the grievance is not resolved in Steps 1, 2, and 3, and involves demotion or discharge, the employee may within five (5) working days of completion of Step 3 present the grievance in writing to the Employee Relations/Human Resources Administrator for processing for Advisory Arbitration. Failure of the employee to take this action will constitute termination of the grievance.
- 2) The scope of advisory arbitration of grievance shall be limited to disciplinary discharge or demotion.
- 3) Within five (5) working days after receipt of an appeal, the City Manager shall call the parties together for the selection of the advisory board.
- 4) The advisory board shall be made up of one member chosen by management and another chosen by the aggrieved employee and a third who will be chairman. The third member of the board shall be impartial, and if the parties cannot agree upon the chairman, the chairman shall be selected from a list of nine (9) names submitted by the American Arbitrators' Association of the State Conciliation Service. If the agreement cannot be had from amongst these names, each of the parties shall strike names from the list in rotation until only one name remains, priority in striking shall be decided by a flip of a coin.
- 5) The recommendation of the board shall be made to the City Manager and shall be only advisory. A copy shall be provided to the employee.

SECTION 7.4 GENERAL PROVISIONS - GRIEVANCES

- A) All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his representatives and the management representatives involved.
- B) A grievance shall be considered untimely if not presented by the employee within thirty (30) calendar days of the alleged grievance.
- C) Written grievances shall be on a form provided by the City.
- D) The aggrieved employee(s) and representatives shall be allowed reasonable time to participate in the grievance proceedings without loss of pay for the time so spent.
- E) Cost of the arbitrator shall be shared equally by the City and the grieving employee.

ARTICLE 8 - SECURITY PROVISIONS

SECTION 8.1 DUES CHECKOFF

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

SECTION 8.2 SECURITY PROVISIONS

- A) The City will provide to TRREO a listing of all new employees, their classifications, departments and department/division telephone numbers within two weeks of their hire date.
- B) The City shall deduct the dues, from every check issued during each pay period for each employee in the bargaining unit as specified by TRREO under the terms contained herein.
- C) The City shall also apply this provision to every employee who transfers into this representation unit after November 14, 2006 within 60 calendar days of the transfer.
- D) TRREO agrees to indemnify, defend and hold the City free and harmless from any and all liability and claims for damage by any persons including, but not limited to, employees in classifications covered by this agreement regarding this section. It is also agreed that neither any employee nor TRREO shall have made any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deduction were or should have been made.
- E) Every employee represented by TRREO, upon hire by the City, shall be provided with a packet of information relevant to TRREO membership and organizational activities. Such packet, prepared by TRREO, shall include the name of the employee organization president, and shall be approved by the City for relevant content prior to distribution.
- F) TRREO shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Clerk of the City of Torrance, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of balance sheet and an operating statement, certified as to its accuracy by its president and the secretary-treasurer or corresponding principal officer, or by a certified public accountant.

ARTICLE 9 - NOTICES

SECTION 9.1 NOTICES

- A) Notices to City

The address for all Notices (hereinafter defined) given by Association to City shall be:

City Manager's Office
City of Torrance
3031 Torrance Boulevard

Torrance, CA 90503
Attn: Chief Labor Negotiator

Fax: (310) 618-5891

B) Notices to Association

The address for all Notices hereunder given by City to Association shall be given in the following manner:

In January of each year the Association shall provide to the address shown in 9.1(A) above a listing of the officers of the Association. Included in that listing are those officers that are to be noticed per this section. Included shall be the mailing or e-mail address or both to be used for that notice. A fax number may be given if available. The list of officers for notice shall be updated by the Association every six (6) months.

C) Effectiveness

Any and all notices, demands or other communications (Notices) required or desired to be given hereunder by either party shall be in writing and shall be validly given or made by any of the following methods:

- 1) By personal delivery
- 2) By fax if also deposited at the same time for delivery by U.S. Mail in the manner described in clause (iii)
- 3) By deposit in the U.S. Mail, certified or registered, postage prepaid
- 4) By delivery by a same day or overnight courier (e.g., FedEx, etc.)

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

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

If such Notice is transmitted by mail, such shall be deemed delivered upon actual delivery or refusal to accept delivery, addressed to the party to whom such Notice is to be given at the address set forth above. Any party hereto may change its address or facsimile number for the purpose of receiving Notices as herein provided by a written Notice given in the manner as outlined in Section 9.1.B above to the other party or parties hereto. By following the methods as outlined for Notice, it will constitute Notice given in accordance with this provision on the date received or refused.

ARTICLE 10 - MISCELLANEOUS

SECTION 10.1 RELEASE TIME

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

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

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

A) Negotiations

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

Employees will be provided with release time for the entire period of the negotiation session (including travel time from their worksite) as well as one-half ($\frac{1}{2}$) hour before and one (1) hour after.

B) Hearings

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

C) Meetings to Represent Employees

There are numerous situations where employees in the Association may seek representation, including, but not limited to, an Administrative Conference, investigation where the employee has a reasonable belief that the meeting may lead to the imposition of discipline, or other meetings where representation is legally appropriate. If such meetings are set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance. If such meetings are set with less than 48 hours advance notice, employees are required to complete the Release Time form and submit it as soon as possible.

D) Releases shall only be for those employees requiring release from actual scheduled hours of work.

SECTION 10.2 MEMBER RELATIONS

Every year on the first pay period of November, employees will be given a grocery certificate for \$25.00 for groceries from the City and TRREO. The City will purchase the certificates and

distribute the certificates ~~and will include a joint letter of appreciation~~. City will provide TRREO with a payroll report which includes all employees with hours worked from the prior 12 months. TRREO will confirm which employees will receive the grocery certificate prior to issuance.

After issuing the November 2024 certificates, this benefit is eliminated and the value will be added to the base hourly grids in Section 2.3.

SECTION 10.3 CONTINUED DISCUSSIONS

Management and employee group will continue to discuss the following items:

- Move-up & Temporary Appointment

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 14th day of ~~April~~January, ~~2023~~2025.

Mayor George K. Chen
~~Mayor of the City of Torrance~~

APPROVED AS TO FORM:

PATRICK Q. SULLIVAN, City Attorney

ATTEST:

by

Tatia Y. Strader,
Assistant City Attorney

Rebecca Poirier, MMC, City Clerk

ATTACHMENT A**REQUEST FOR RELEASE TIME FORM**

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

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

Date: _____

Employee: _____

Department/Division: _____

Immediate Supervisor: _____

Release Date(s) Requested: _____

Scheduled Meeting Time(s): _____

Location of Meeting: _____

Purpose (check appropriate box):

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

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