



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** Setting Forth Hours, Wages, and Working Conditions for Certain Part-Time Hourly Employees. Expenditure: \$306,739 (General Fund: Approximately \$76,685 Annually).

RECOMMENDATION

Recommendation of the City Manager that City Council:

- 1) Adopt a **RESOLUTION** setting forth the hours, wages, and working conditions for Certain Part-Time Hourly employees; and
- 2) Repeal Resolution No. 2022-145 in its entirety.

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 December 20, 2022, City Council adopted Resolution No. 2022-145 setting forth the hours, wages, and working conditions for City of Torrance (City) Certain Part-Time Hourly employees effective December 18, 2022. As a result of negotiations beginning to conclude with the miscellaneous labor groups, and to incorporate the market rate adjustments approved as part of the Fiscal Year 2024-25 First Quarter Budget Program Modifications, this item is being presented for approval.

The proposed resolution includes the following updates:

Effective Date	Key Changes
January 12, 2025	<ul style="list-style-type: none"> • Increase grids by 4.00% • Implement targeted market rate adjustments and adjust salary grid step counts to better align positions with the market. • Eliminate \$82.50 shoe allowance payment issued every 6 months and increase base salary grids accordingly. • 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
January 1, 2025	<ul style="list-style-type: none">Implement health insurance premium contribution increases as follows:<ul style="list-style-type: none">Employee only: \$91.72 per month
June 1, 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 \$306,739, or 21.5% over the next four years.

ATTACHMENTS

1. Certain Part-Time Hourly Resolution – CLEAN VERSION
2. Certain Part-Time Hourly Resolution – REDLINED VERSION

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR THE CERTAIN PART-TIME HOURLY EMPLOYEES BEGINNING JANUARY 1, 2025 AND REPEALING RESOLUTION NO. 2022-145.

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

SECTION I

That Resolution No. 2022-145 and all previous Resolutions are hereby repealed in their entirety.

SECTION II

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

CERTAIN PART-TIME HOURLY EMPLOYEES**ARTICLE 1- COMPENSATION****SECTION 1.1 PAY RANGES AND CLASS TITLES**

- A. The pay ranges described below are hereby assigned to the position titles of the following Certain Part-Time Hourly Employees.

Effective January 1, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Box Office Attendant	Hourly	\$16.50						
Cable TV Announcer	Hourly	\$17.52	\$18.40	\$19.32	\$20.29	\$21.30	\$22.37	\$23.48
Cable Tv Assistant Writer	Hourly	\$21.27	\$22.36	\$23.44	\$24.64	\$25.88		
Cable Tv Production Assistant	Hourly	\$17.24	\$18.11	\$19.01	\$19.96	\$20.96	\$22.01	\$23.11
Facility Operations Attendant	Hourly	\$16.50						
Facility Operatns Attend, Sr	Hourly	\$16.50	\$17.11	\$18.00	\$18.91	\$19.80	\$20.82	
Fire Cadet	Hourly	\$16.50	\$16.58	\$17.36	\$18.26			
Intern I	Hourly	\$16.50	\$16.50	\$17.69				
Intern II	Hourly	\$18.55	\$19.49	\$20.46	\$21.51	\$22.56		
Management Assistant	Hourly	\$22.14	\$23.24	\$24.41	\$25.64			
Police Cadet	Hourly	\$16.50	\$16.58	\$17.36	\$18.26			
Senior Box Office Attendant	Hourly	\$18.30	\$19.19	\$20.20				
Stage Manager	Hourly	\$22.61	\$23.75	\$24.92				
Theater Technician	Hourly	\$17.80	\$18.70	\$19.66				

Effective January 12, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Box Office Attendant	Hourly	\$18.40						
Cable TV Announcer	Hourly	\$18.23	\$19.15	\$20.11	\$21.12	\$22.18	\$23.29	\$24.46
Cable Tv Assistant Writer	Hourly	\$22.13	\$23.24	\$24.41	\$25.64	\$26.93		
Cable Tv Production Assistant	Hourly	\$17.93	\$18.83	\$19.78	\$20.77	\$21.81	\$22.91	\$24.06
Facility Operations Attendant	Hourly	\$18.56						
Facility Operatns Attend, Sr	Hourly	\$18.91	\$19.86	\$20.86	\$21.91	\$23.01	\$24.17	
Fire Cadet	Hourly	\$16.64	\$17.48	\$18.36	\$19.28			
Intern I	Hourly	\$16.64	\$17.48	\$18.36				
Intern II	Hourly	\$19.30	\$20.27	\$21.29	\$22.36	\$23.48		
Management Assistant	Hourly	\$23.03	\$24.19	\$25.40	\$26.67			
Police Cadet	Hourly	\$16.38	\$17.20	\$18.06	\$18.97			
Senior Box Office Attendant	Hourly	\$20.87	\$21.92	\$23.02				
Stage Manager	Hourly	\$23.52	\$24.70	\$25.94				
Theater Technician I/II	Hourly	\$20.46	\$21.49	\$22.57	\$23.70	\$24.89	\$26.14	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective June 1, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Box Office Attendant	Hourly	\$19.14						
Cable TV Announcer	Hourly	\$18.96	\$19.91	\$20.91	\$21.96	\$23.06	\$24.22	\$25.44
Cable Tv Assistant Writer	Hourly	\$23.02	\$24.18	\$25.39	\$26.66	\$28.00		
Cable Tv Production Assistant	Hourly	\$18.65	\$19.59	\$20.57	\$21.60	\$22.68	\$23.82	\$25.02
Facility Operations Attendant	Hourly	\$19.31						
Facility Operatns Attend, Sr	Hourly	\$19.67	\$20.66	\$21.70	\$22.79	\$23.93	\$25.13	
Fire Cadet	Hourly	\$17.31	\$18.18	\$19.09	\$20.05			
Intern I	Hourly	\$17.31	\$18.18	\$19.09				
Intern II	Hourly	\$20.08	\$21.09	\$22.15	\$23.26	\$24.43		
Management Assistant	Hourly	\$23.96	\$25.16	\$26.42	\$27.75			
Police Cadet	Hourly	\$17.04	\$17.90	\$18.80	\$19.74			
Senior Box Office Attendant	Hourly	\$21.71	\$22.80	\$23.94				
Stage Manager	Hourly	\$24.47	\$25.70	\$26.99				
Theater Technician I/II	Hourly	\$21.28	\$22.35	\$23.47	\$24.65	\$25.89	\$27.19	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective July 12, 2026

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Box Office Attendant	Hourly	\$19.91						
Cable TV Announcer	Hourly	\$19.72	\$20.71	\$21.75	\$22.84	\$23.99	\$25.19	\$26.45
Cable Tv Assistant Writer	Hourly	\$23.95	\$25.15	\$26.41	\$27.74	\$29.13		
Cable Tv Production Assistant	Hourly	\$19.40	\$20.37	\$21.39	\$22.46	\$23.59	\$24.77	\$26.01
Facility Operations Attendant	Hourly	\$20.09						
Facility Operatns Attend, Sr	Hourly	\$20.46	\$21.49	\$22.57	\$23.70	\$24.89	\$26.14	
Fire Cadet	Hourly	\$18.01	\$18.92	\$19.87	\$20.87			
Intern I	Hourly	\$18.01	\$18.92	\$19.87				
Intern II	Hourly	\$20.89	\$21.94	\$23.04	\$24.20	\$25.41		
Management Assistant	Hourly	\$24.92	\$26.17	\$27.48	\$28.86			
Police Cadet	Hourly	\$17.73	\$18.62	\$19.56	\$20.54			
Senior Box Office Attendant	Hourly	\$22.58	\$23.71	\$24.90				
Stage Manager	Hourly	\$25.45	\$26.73	\$28.07				
Theater Technician I/II	Hourly	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94	\$28.29	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective July 11, 2027

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Box Office Attendant	Hourly	\$20.71						
Cable TV Announcer	Hourly	\$20.51	\$21.54	\$22.62	\$23.76	\$24.95	\$26.20	\$27.51
Cable Tv Assistant Writer	Hourly	\$24.91	\$26.16	\$27.47	\$28.85	\$30.30		
Cable Tv Production Assistant	Hourly	\$20.18	\$21.19	\$22.25	\$23.37	\$24.54	\$25.77	\$27.06
Facility Operations Attendant	Hourly	\$20.90						
Facility Operatns Attend, Sr	Hourly	\$21.28	\$22.35	\$23.47	\$24.65	\$25.89	\$27.19	
Fire Cadet	Hourly	\$18.74	\$19.68	\$20.67	\$21.71			
Intern I	Hourly	\$18.74	\$19.68	\$20.67				
Intern II	Hourly	\$21.73	\$22.82	\$23.97	\$25.17	\$26.43		
Management Assistant	Hourly	\$25.92	\$27.22	\$28.59	\$30.02			
Police Cadet	Hourly	\$18.44	\$19.37	\$20.34	\$21.36			
Senior Box Office Attendant	Hourly	\$23.49	\$24.67	\$25.91				
Stage Manager	Hourly	\$26.47	\$27.80	\$29.19				
Theater Technician I/II	Hourly	\$23.03	\$24.19	\$25.40	\$26.67	\$28.01	\$29.42	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

ARTICLE 2 - COMPENSATION PROVISIONS**SECTION 2.1 BASE PAY RANGE****A. Starting Pay Rates**

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

B. Step Advancement

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

SECTION 2.2 METHODS OF COMPENSATION

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

SECTION 2.3 REQUIREMENTS AS TO CONTINUITY OF SERVICE

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

SECTION 2.4 RATE OF PAY ON PROMOTION

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

SECTION 2.5 EXTENDED STEPS

Pay steps in Section 1.1 marked as Extended Steps shall be implemented as outlined below:

Theater Technician: Progression to steps 4, 5, and 6 is achieved based on employees demonstrating the competencies outlined in the class specification. Upon recommendation of the Department Head demonstrating need for the Department combined with a performance evaluation of Meets or Exceeds Expectations in the most recent evaluation cycle, and concurrence of the City Manager or designee, an employee may be advanced into the extended steps. A recommendation for step advancement must be completed annually by the Department Head to confirm a Meets or Exceeds Expectations evaluation rating is maintained. In the event an employee is promoting into the position of Theater Technician, initial step placement shall address Section 2.4 on Rate of Pay Upon Promotion first if the employee has a Meets or Exceeds Expectations in the most recent evaluation cycle, with subsequent step advancement conforming to the requirements of this section.

ARTICLE 3 - WAGE SUPPLEMENTAL BENEFITS

SECTION 3.1 RETIREMENT

A. Public Employees' Retirement System (PERS)

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

- B. Commencing November 1, 1992, the City shall pay 7% of the employee's 7% contribution to PERS on behalf of the employee.. Such payments shall be reported simply as normal contributions and shall be credited to member accounts. These contributions shall, at time of termination, belong to the employee.
- C. Employees hired on or after such date shall be covered by the highest three (3) years PERS retirement option. In addition to PERS, employees in the titles listed above shall be covered by Social Security.
- D. The seven percent (7%) paid by the City shall be considered as employer-paid member contributions (EMPC) and the same percent (7%) will be reported to PERS as compensation earnable in accordance with Government Code§ 20636(c)(4) pursuant to Section 20691.
- E. Effective August 17, 2010, all new hires who qualify as "classic members" of PERS (employees in the titles listed in 3.1(A)) shall be responsible for the employee's contribution to PERS, currently 7% of pay.
 - 1. Section 3.1(D) would no longer be applicable.
- F. In accordance with the provisions of the Public Employees Pension Reform Act (PEPRA), employees covered by this agreement hired on or after January 1, 2013 who do not qualify as "classic members" of PERS, shall be considered "new members" and shall be enrolled in the 2% at age 62 defined benefit formula with final compensation calculation period of three (3) consecutive years. Employees shall be responsible for fifty percent (50%) of the normal cost attributable to the applicable retirement formula.

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

SECTION 3.2 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 3.3 INDUSTRIAL ACCIDENT

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

SECTION 3.4 HOLIDAYS

- A. Stage Manager, Theater Technician, Facility Operations Attendant, Sr. Facility Operations Attendant, Box Office Attendant, and Senior Box Office Attendant shall receive holiday pay equaling four (4) hours pay for Christmas Day (December 25), New Year's Day (January 1) and Martin Luther King Jr.Day.

To be eligible, an employee must work at least 12 hours during the pay period in which Christmas Day, New Year's Day and Martin Luther King Jr.Day falls.

- B. All other employees covered by this resolution receive no holiday pay.

SECTION 3.5 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 3.6 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 3.7 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 3.8 COMPASSIONATE LEAVE

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

SECTION 3.9 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 3.10 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 3.11 UNIFORM PROVISIONS

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

SECTION 3.12 SHOE ALLOWANCE

Facility Operations Attendants, Sr. Facility Operations Attendants and Theater Technicians may be required to wear safety shoes. A failure to wear the required safety shoes shall be grounds for disciplinary action. After issuing the December 2024 allowance, this benefit is eliminated and the value will be added to the base salary grids in Section 1.1.

ARTICLE 4 - SPECIAL COMPENSATION PROVISIONS

SECTION 4.1 OVERTIME COMPENSATION

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

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

SECTION 4.2 MOVE-UP ASSIGNMENT

- A. Objective

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

- B. Assignment

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

- C. Duration of Assignment

1. Any employee moved up pursuant to this Section shall remain in the higher class until the incumbent returns to duty, subject to the following conditions:
 - a. Each such assignment shall not exceed 90 days duration.

- b. If the work is not performed in a satisfactory manner, the Department Head may remove the employee who has moved up and replace him with another move-up assignment or leave the position unfilled.

D. Priority for Move-Up

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

E. Absence of Move-up Employees

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

F. Move-up Pay for Vacant Position

- 1. An employee moved up pursuant to this Section shall be paid for all days worked in the higher class at a salary rate of the lowest step for such assigned position which will give the employee 5% or more than the current salary of that employee.
- 2. For the purpose of this Section, four or more consecutive hours shall constitute a day.

SECTION 4.3 SUPERVISORY PAY POLICY

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

SECTION 4.4 EMPLOYEE INSURANCE

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, 2025

	1 Party
City Contribution	\$464.34 per month

ARTICLE 5 - WORKING CONDITIONS

SECTION 5.1 HOURS OF WORK

- A. Torrance City Hall operates on a 9/80 closed schedule.
- B. Other City divisions not located in the City Hall complex may modify schedules for work groups to operate on either a 9/80 "Open" or 9/80 "Closed" schedule.

C. Employees, not on a modified or 9/80 schedule, shall work 40-hour work week.

SECTION 5.2 LUNCH PERIODS

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

ARTICLE 6 - GRIEVANCES

SECTION 6.1 DEFINITION OF A GRIEVANCE

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

SECTION 6.2 THE GRIEVANCE PROCEDURE

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

A. First Step: Supervisory Level

The grievance must be presented in writing on forms provided by the City. It is incumbent upon the employee(s) and/or the representative(s) to notify the supervisor when an issue is to be processed in accordance with this grievance procedure. The aggrieved employee(s) and/or a representative shall meet with the employee's immediate supervisor.

The immediate supervisor may ask for a superior to participate.

If a grievance is not resolved by the end of the third full working day, after being received by the immediate supervisor, the employee may within 10 working days appeal in writing to the Department Head on a form provided by the City.

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

B. Second Step: Department Head Level

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

The Department Head may require the employee's superiors present at such. If the grievance is not resolved by the end of the fifth full working day after being received by the Department Head, the employee may within 10 working days appeal in writing to the City Manager.

C. Third Step: City Manager Level

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

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

D. General Grievance Provisions

ARTICLE 7 – MISCELLANEOUS

All time periods specified in this Section may be extended by mutual consent of the aggrieved employee(s) or his representative(s) and the Management representative involved.

The aggrieved employee(s) and representative(s) shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.)

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

SECTION III SEVERABILITY

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

INTRODUCED, APPROVED AND ADOPTED this 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

RESOLUTION NO. ~~2022~~2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR THE CERTAIN PART-TIME HOURLY EMPLOYEES BEGINNING ~~DECEMBER~~ JANUARY 18¹, 2022 2025 AND REPEALING RESOLUTION NO. ~~2018~~2022-86145.

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

I. SECTION I

That Resolution No. ~~2018~~2022-86-145 and all previous Resolutions are hereby repealed in their entirety.

II. SECTION II

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

(4) CERTAIN PART-TIME HOURLY EMPLOYEES

2022

ARTICLE 1- COMPENSATION

SECTION 1.1 PAY RANGES AND CLASS TITLES

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

Effective January 1, 2025 BASE CERTAIN PART TIME HOURLY PAY RANGES

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Box Office Attendant	Hourly	\$16.50						
Cable TV Announcer	Hourly	\$17.52	\$18.40	\$19.32	\$20.29	\$21.30	\$22.37	\$23.48
Cable Tv Assistant Writer	Hourly	\$21.27	\$22.36	\$23.44	\$24.64	\$25.88		
Cable Tv Production Assistant	Hourly	\$17.24	\$18.11	\$19.01	\$19.96	\$20.96	\$22.01	\$23.11
Facility Operations Attendant	Hourly	\$16.50						
Facility Operatns Attend, Sr	Hourly	\$16.50	\$17.11	\$18.00	\$18.91	\$19.80	\$20.82	
Fire Cadet	Hourly	\$16.50	\$16.58	\$17.36	\$18.26			
Intern I	Hourly	\$16.50	\$16.50	\$17.69				
Intern II	Hourly	\$18.55	\$19.49	\$20.46	\$21.51	\$22.56		
Management Assistant	Hourly	\$22.14	\$23.24	\$24.41	\$25.64			
Police Cadet	Hourly	\$16.50	\$16.58	\$17.36	\$18.26			
Senior Box Office Attendant	Hourly	\$18.30	\$19.19	\$20.20				
Stage Manager	Hourly	\$22.61	\$23.75	\$24.92				
Theater Technician	Hourly	\$17.80	\$18.70	\$19.66				

Effective January 12, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Box Office Attendant	Hourly	\$18.40						
Cable TV Announcer	Hourly	\$18.23	\$19.15	\$20.11	\$21.12	\$22.18	\$23.29	\$24.46
Cable Tv Assistant Writer	Hourly	\$22.13	\$23.24	\$24.41	\$25.64	\$26.93		
Cable Tv Production Assistant	Hourly	\$17.93	\$18.83	\$19.78	\$20.77	\$21.81	\$22.91	\$24.06
Facility Operations Attendant	Hourly	\$18.56						
Facility Operatns Attend, Sr	Hourly	\$18.91	\$19.86	\$20.86	\$21.91	\$23.01	\$24.17	
Fire Cadet	Hourly	\$16.64	\$17.48	\$18.36	\$19.28			
Intern I	Hourly	\$16.64	\$17.48	\$18.36				
Intern II	Hourly	\$19.30	\$20.27	\$21.29	\$22.36	\$23.48		
Management Assistant	Hourly	\$23.03	\$24.19	\$25.40	\$26.67			
Police Cadet	Hourly	\$16.38	\$17.20	\$18.06	\$18.97			
Senior Box Office Attendant	Hourly	\$20.87	\$21.92	\$23.02				
Stage Manager	Hourly	\$23.52	\$24.70	\$25.94				
Theater Technician I/II	Hourly	\$20.46	\$21.49	\$22.57	\$23.70	\$24.89	\$26.14	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective June 1, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Box Office Attendant	Hourly	\$19.14						
Cable TV Announcer	Hourly	\$18.96	\$19.91	\$20.91	\$21.96	\$23.06	\$24.22	\$25.44
Cable Tv Assistant Writer	Hourly	\$23.02	\$24.18	\$25.39	\$26.66	\$28.00		
Cable Tv Production Assistant	Hourly	\$18.65	\$19.59	\$20.57	\$21.60	\$22.68	\$23.82	\$25.02
Facility Operations Attendant	Hourly	\$19.31						
Facility Operatns Attend, Sr	Hourly	\$19.67	\$20.66	\$21.70	\$22.79	\$23.93	\$25.13	
Fire Cadet	Hourly	\$17.31	\$18.18	\$19.09	\$20.05			
Intern I	Hourly	\$17.31	\$18.18	\$19.09				
Intern II	Hourly	\$20.08	\$21.09	\$22.15	\$23.26	\$24.43		
Management Assistant	Hourly	\$23.96	\$25.16	\$26.42	\$27.75			
Police Cadet	Hourly	\$17.04	\$17.90	\$18.80	\$19.74			
Senior Box Office Attendant	Hourly	\$21.71	\$22.80	\$23.94				
Stage Manager	Hourly	\$24.47	\$25.70	\$26.99				
Theater Technician I/II	Hourly	\$21.28	\$22.35	\$23.47	\$24.65	\$25.89	\$27.19	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective July 12, 2026

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Box Office Attendant	Hourly	\$19.91						
Cable TV Announcer	Hourly	\$19.72	\$20.71	\$21.75	\$22.84	\$23.99	\$25.19	\$26.45
Cable Tv Assistant Writer	Hourly	\$23.95	\$25.15	\$26.41	\$27.74	\$29.13		
Cable Tv Production Assistant	Hourly	\$19.40	\$20.37	\$21.39	\$22.46	\$23.59	\$24.77	\$26.01
Facility Operations Attendant	Hourly	\$20.09						
Facility Operatns Attend, Sr	Hourly	\$20.46	\$21.49	\$22.57	\$23.70	\$24.89	\$26.14	
Fire Cadet	Hourly	\$18.01	\$18.92	\$19.87	\$20.87			
Intern I	Hourly	\$18.01	\$18.92	\$19.87				
Intern II	Hourly	\$20.89	\$21.94	\$23.04	\$24.20	\$25.41		
Management Assistant	Hourly	\$24.92	\$26.17	\$27.48	\$28.86			
Police Cadet	Hourly	\$17.73	\$18.62	\$19.56	\$20.54			
Senior Box Office Attendant	Hourly	\$22.58	\$23.71	\$24.90				
Stage Manager	Hourly	\$25.45	\$26.73	\$28.07				
Theater Technician I/II	Hourly	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94	\$28.29	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective July 11, 2027

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Box Office Attendant	Hourly	\$20.71						
Cable TV Announcer	Hourly	\$20.51	\$21.54	\$22.62	\$23.76	\$24.95	\$26.20	\$27.51
Cable Tv Assistant Writer	Hourly	\$24.91	\$26.16	\$27.47	\$28.85	\$30.30		
Cable Tv Production Assistant	Hourly	\$20.18	\$21.19	\$22.25	\$23.37	\$24.54	\$25.77	\$27.06
Facility Operations Attendant	Hourly	\$20.90						
Facility Operatns Attend, Sr	Hourly	\$21.28	\$22.35	\$23.47	\$24.65	\$25.89	\$27.19	
Fire Cadet	Hourly	\$18.74	\$19.68	\$20.67	\$21.71			
Intern I	Hourly	\$18.74	\$19.68	\$20.67				
Intern II	Hourly	\$21.73	\$22.82	\$23.97	\$25.17	\$26.43		
Management Assistant	Hourly	\$25.92	\$27.22	\$28.59	\$30.02			
Police Cadet	Hourly	\$18.44	\$19.37	\$20.34	\$21.36			
Senior Box Office Attendant	Hourly	\$23.49	\$24.67	\$25.91				
Stage Manager	Hourly	\$26.47	\$27.80	\$29.19				
Theater Technician I/II	Hourly	\$23.03	\$24.19	\$25.40	\$26.67	\$28.01	\$29.42	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Admin Project Aide	Hourly	\$20.96	-	-	-	-	-	-	-	-
Aide, Election	Hourly	\$21.42	\$21.96	\$23.07	\$24.22	\$25.44	\$26.02	\$26.71	\$27.38	\$28.05
Aide, Environmental	Hourly	\$15.60	-	-	-	-	-	-	-	-
Aide, Office	Hourly	\$15.60	-	-	-	-	-	-	-	-

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

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 BASE PAY RANGE

A. Starting Pay Rates

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

B. Step Advancement

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

SECTION 2.2 METHODS OF COMPENSATION

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

SECTION 2.3 REQUIREMENTS AS TO CONTINUITY OF SERVICE

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

SECTION 2.4 RATE OF PAY ON PROMOTION

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

SECTION 2.5 EXTENDED STEPS

Pay steps in Section 1.1 marked as Extended Steps shall be implemented as outlined below:

Theater Technician: Progression to steps 4, 5, and 6 is achieved based on employees demonstrating the competencies outlined in the class specification. Upon recommendation of the Department Head demonstrating need for the Department combined with a performance evaluation of Meets or Exceeds Expectations in the most recent evaluation cycle, and concurrence of the City Manager or designee, an employee may be advanced into the extended steps. A recommendation for step advancement must be completed annually by the Department Head to confirm a Meets or Exceeds Expectations evaluation rating is maintained. In the event an employee is promoting into the position of Theater Technician, initial step placement shall address Section 2.4 on Rate of Pay Upon Promotion first if the employee has a Meets of Exceeds Expectations in the most recent evaluation cycle, with subsequent step advancement conforming to the requirements of this section.

ARTICLE 3 - WAGE SUPPLEMENTAL BENEFITS

SECTION 3.1 RETIREMENT

A. Public Employees' Retirement System (PERS)

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

B. Commencing November 1, 1992, the City shall pay 7% of the employee's 7% contribution to PERS on behalf of the employee for employees covered by this Resolution pursuant to Section 20015 of the California Government Code. Such payments shall be reported simply as normal contributions and shall be credited to member accounts. These contributions shall, at time of termination, belong to the employee. ~~These contributions shall be reported to PERS as compensation as provided by SB-53.~~

C. Employees hired on or after such date shall be covered by the highest three (3) years PERS retirement option. In addition to ~~the PERS Program~~, employees in the titles listed above shall be covered by Social Security.

D. The seven percent (7%) paid by the City shall be considered as employer-paid member contributions (EMPC) and the same percent (7%) will be reported to PERS as compensation earnable in accordance with Government Code § 20636(c)(4) pursuant to Section 20691.

E. Effective August 17, 2010, Aall new hires who qualify as "classic members" of ~~are covered by~~ PERS (employees in the titles listed in 3.1(A)) shall be responsible for the employee's contribution to PERS, currently 7% of pay.

1. Section 3.1(D) would no longer be applicable.

~~F. Employees covered in this Resolution who are not listed in Section 3.1 (aA) shall have a deferred income plan with provisions as allowed by federal law and shall be enrolled in the City's Deferred Compensation Plan.~~

FG. In accordance with the provisions of the Public Employees Pension Reform Act (PEPRA), employees covered by this agreement hired on or after January 1, 2013 who do not qualify as "classic members" of PERS, shall be considered "new members" and shall be enrolled in the 2% at age 62 defined benefit formula with final compensation calculation period of three (3) consecutive years. Employees shall be responsible for fifty percent (50%) of the normal cost attributable to the applicable retirement formula.

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

SECTION 3.2 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 3.32 INDUSTRIAL ACCIDENT

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

SECTION 3.34 HOLIDAYS

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

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

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

BA. Stage Manager, Theater Technician, Facility Operations Attendant, Sr. Facility Operations Attendant, Box Office Attendant, and Senior Box Office Attendant shall receive holiday pay equaling four (4) hours pay for Christmas Day (December 25), New Year's Day (January 1) and Martin Luther King Jr.'s Birthday Day.

To be eligible, an employee must work at least 12 hours during the pay period in which Christmas Day, New Year's Day and Martin Luther King Jr.'s Birthday falls.

~~CB. All other Employees with the following job titles covered by this resolution receive no holiday pay: Juvenile Counseling Intern, Cable TV Writer, Cable TV Production Assistant.~~

SECTION 3.5 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 3.6 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 3.47 BEREAVEMENT LEAVE

- ~~A. An employee may utilize Bereavement Leave in compliance with the City's Policy on Leaves of Absence in accordance with State Law. Each employee covered by this Agreement shall be entitled to up to five (5) work shifts of bereavement leave; three (3) shifts with pay and two (2) shifts without pay per death of eligible family members.~~
- ~~B. Additional paid bereavement leave of up to two (2) work shifts may be granted by the Department Head upon request.~~
- ~~C. Such bereavement leave shall apply to a death as defined for family sick leave. In addition, an employee may request a vacation or sick leave day for bereavement leave for a relative not named in the family sick leave listing, subject to verification of the Department Head.~~
- ~~D. Such request shall not be unreasonably denied and shall not be denied on the basis of a below standard evaluation. If employee decided to use a sick leave day, this leave shall not be used against the departmental sick leave average.~~

~~E. Bereavement leave shall not be accruable from year to year, nor shall it have any monetary value if unused.~~

SECTION 3.85 COMPASSIONATE LEAVE

~~An employee may utilize Compassionate Leave in compliance with the City's Policy on Leaves of Absence. In the event that an employee covered by this Resolution dies, other employees from the Department of the deceased member may be granted up to three (3) hours leave for the purposes of serving as a pallbearer or to otherwise attend the funeral.~~

SECTION 3.9 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 3.10 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.~~

~~A. The number of employees who are granted this leave at one time shall be at the discretion of the Department Head, consistent with the need to maintain a minimum work force during that time.~~

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

SECTION 3.116 UNIFORM PROVISIONS

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

SECTION 33.712 SHOE ALLOWANCE

~~Senior Aides, Facility Operations Attendants, Sr. Facility Operations Attendants and Theater Technicians who are in assignments requiring them may be required to wearing of safety shoes. A failure to wear the required safety shoes shall be grounds for disciplinary action. Such an employee is subject to disciplinary action for failure to wear safety shoes on the job. After issuing the December 2024 allowance, this benefit is eliminated and the value will be added to the base salary grids in Section 1.1. shall receive \$82.50 each six (6) months of employment payable during June and December of each year. Employees who are on the payroll effective the first pay period in June and December will be eligible for such benefit. Such an employee is subject to disciplinary action for failure to wear safety shoes on the job.~~

ARTICLE 4 - SPECIAL COMPENSATION PROVISIONS

SECTION 4.1 OVERTIME COMPENSATION

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

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

SECTION 4.2 MOVE-UP ASSIGNMENT

A. Objective

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

B. Assignment

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

C. Duration of Assignment

1. —Any employee moved up pursuant to this Section shall remain in the higher class until the incumbent returns to duty, subject to the following conditions:
 - a. Each such assignment shall not exceed 90 days duration.
 - b. If the work is not performed in a satisfactory manner, the Department Head may remove the employee who has moved up and replace him with another move-up assignment or leave the position unfilled.

D. Priority for Move-Up

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

E. Absence of Move-up Employees

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

F. Move-up Pay for Vacant Position

1. ~~—An employee moved up pursuant to this Section shall be paid for all days worked in the higher class at a salary rate of the lowest step for such assigned position which will give the employee 5% or more than the current salary of that employee.~~
2. For the purpose of this Section, four or more consecutive hours shall constitute a day.

SECTION 4.3 SUPERVISORY PAY POLICY

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

SECTION 4.4 EMPLOYEE INSURANCE

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

A. 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". 1. ——— The City shall pay the applicable monthly PERS minimum contribution per employee for active and retired employee health insurance. The PERS minimum contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the PERS minimum contribution cannot be used for any other purpose.~~

- ~~2. —Cost of Medical Insurance for Active Employees: In addition to the PERS minimum contribution, the City shall provide active employees with an additional contribution which may be used by the employee to pay for approved health insurance plan premiums. The aggregate amount of the Cafeteria Contribution and the PERS minimum contribution shall be referred to as the "City Contribution." The Cafeteria Contribution will be calculated by deducting the applicable PERS minimum contribution from the total City Contribution. The City Contribution cannot be taken in cash and will only be made by the City to the extent of the eligible employee's election of insurance pursuant to the limitations in this Section 4.4. Employees may opt-out of City-offered benefits.~~

Effective January 1, 2025

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

~~Effective January 1, 2023~~

Health Insurance One-Party	
Cafeteria Contribution	\$372.62

ARTICLE 5 - WORKING CONDITIONS

SECTION 5.1 HOURS OF WORK

- A. Torrance City Hall operates on a 9/80 closed schedule.
- B. Other City divisions not located in the City Hall complex may modify schedules for work groups to operate on either a 9/80 "Open" or 9/80 "Closed" schedule.
- ~~C. The City will continue to work toward the implementation of a modified work schedule in Departments which do not currently operate under the 9/80 program.~~
- ~~DC.~~ Employees, not on a modified or 9/80 schedule, shall work 40-hour work week.

SECTION 5.2 LUNCH PERIODS

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

ARTICLE 6 - GRIEVANCES

SECTION 6.1 DEFINITION OF A GRIEVANCE

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

SECTION 6.2 THE GRIEVANCE PROCEDURE

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

- A. First Step: Supervisory Level

The grievance must be presented in writing on forms provided by the City. It is incumbent upon the employee(s) and/or the representative(s) to notify the supervisor when an issue is to be processed in accordance with this grievance procedure. The aggrieved employee(s) and/or a representative shall meet with the employee's immediate supervisor.

The immediate supervisor may ask for a superior to participate.

If a grievance is not resolved by the end of the third full working day, after being received by the immediate supervisor, the employee may within 10 working days appeal in writing to the Department Head on a form provided by the City.

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

B. Second Step: Department Head Level

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

The Department Head may require the employee's superiors present at such If the grievance is not resolved by the end of the fifth full working day after being received by the Department Head, the employee may within 10 working days appeal in writing to the City Manager.

C. Third Step: City Manager Level

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

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

D. General Grievance Provisions

ARTICLE 7 – MISCELLANEOUS

All time periods specified in this Section may be extended by mutual consent of the aggrieved employee(s) or his representative(s) and the Management representative involved.

The aggrieved employee(s) and representative(s) shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.)

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

SECTION III SEVERABILITY

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

INTRODUCED, APPROVED AND ADOPTED this 2014th day of ~~December~~January, ~~2022~~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