

RESOLUTION NO. 2007-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE FISCAL EMPLOYEES ASSOCIATION (TFEA), AND REPEALING RESOLUTION NO. 2005-108.

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

SECTION I

That Resolution No. 2005-108 is hereby repealed in its entirety.

SECTION II

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

MEMORANDUM OF UNDERSTANDING

**TORRANCE FISCAL EMPLOYEES ASSOCIATION
(TFEA)**

2007-2010

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

An Agreement of the undersigned representatives of the Torrance Fiscal Employees Association (TFEA) and the representatives of the City of Torrance (City) that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions for the period March 1, 2007, to February 28, 2010, and was reached through agreement of the undersigned parties.

Signed this 1st day of May, 2007.

Management

TFEA

 /s/ Brian K. Sunshine

 /s/ Joyce Jimenez

 /s/ Aram Chaparyan

 /s/ Curt Dittman

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**TORRANCE FISCAL EMPLOYEES ASSOCIATION
(TFEA)**

2007-2010

ARTICLE 1 - INTRODUCTION

SECTION 1.1 PREAMBLE

The following is the Agreement regarding hours, wages and working conditions between the City of Torrance and the Torrance Fiscal Employees Association (TFEA).

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.

SECTION 1.2 MANAGEMENT RIGHTS

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

SECTION 1.3 EMPLOYEE RIGHTS

The City shall not hinder or discipline employees for exercising any rights or benefits provided in this Agreement or by State or Federal laws or municipal code provisions.

ARTICLE 2 - COMPENSATION PROVISIONS

SECTION 2.1 PAY RANGES AND CLASS TITLES

- A) The pay grades described below are hereby assigned to the classifications of the following employees **effective April 15, 2007**:

BASE HOURLY PAY RANGE

<u>Class Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Accountant	25.12	26.37	27.71	29.07	30.51	31.27*
Account Clerk	17.24	18.10	19.01	19.96	20.96	21.48*
Account Clerk, Senior	19.67	20.65	21.67	22.76	23.94	24.50*

*Extended step

- B) The pay grades described below are hereby assigned to the classifications of the following employees **effective February 3, 2008**. Members of this group are participants in a PARS program. The Association may wish to utilize a percentage from the grid below to fund an additional enhancement to the existing PARS program. If this is implemented a percentage no greater than 3.5% may be used and the grid below will be adjusted to reflect that reduction:

BASE HOURLY PAY RANGE

<u>Class Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Accountant	26.00	27.30	28.68	30.09	31.58	32.37*
Account Clerk	17.85	18.73	19.68	20.66	21.69	22.23*
Account Clerk, Senior	20.35	21.38	22.43	23.55	24.78	25.36*

*Extended step

- C) The pay grades described below are hereby assigned to the classifications of the following employees **effective February 1, 2009**. Members of this group are participants in a PARS program. The Association may wish to utilize a percentage from the grid below to fund an additional enhancement to the existing PARS program. If this is implemented, a percentage no greater than 3.5% may be used and the grid below will be adjusted to reflect that reduction:

BASE HOURLY PAY RANGE

<u>Class Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Accountant	26.91	28.26	29.68	31.14	32.69	33.50*
Account Clerk	18.47	19.39	20.37	21.38	22.45	23.01*
Account Clerk, Senior	21.06	22.13	23.22	24.37	25.65	26.25*

SECTION 2.2 BASE PAY RANGE

- A) Definition:

Base pay range shall be the actual hourly rate of pay for a particular classification without consideration of any premiums or extraordinary compensation.

- B) Starting Pay Ranges:

Original appointment shall normally be made at the first step of the base pay range. Upon recommendation of the department head, and approval of the City Manager, initial compensation may be at a higher step within the base pay range where it is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or there is a temporary shortage of applicants for the class involved, provided that, in the latter case, all current employees in the same class involved who are receiving less than the new initial compensation rate shall have their rates of pay adjusted to such rate.

- C) Regular Pay:

Regular Pay shall be that compensation which is used for calculating PERS contributions and for PERS retirement earnings.

SECTION 2.3 SALARY ADVANCEMENTS

- A) Base pay step advancement within a pay range shall be on the 1st day of the nearest pay period to the anniversary of each year of service, to the maximum step of the base pay range. 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 after 1 year in the case of base steps, and 2 years for extended steps.)

B) Accelerated Step Advancement:

A department head may recommend to the City Manager early advancement of part or all of a basic pay step or extended step based on outstanding performance.

SECTION 2.4 RATE OF PAY ON PROMOTION

Whenever an employee is promoted from a class covered by this agreement, the employee shall receive the rate of compensation of the first step of the pay range for the new classification or the lowest step of the pay range that provides an increase of 5% whichever is the higher within the pay range for the class.

SECTION 2.5 EXTENDED STEPS

- A) Pay steps beyond the base pay range shall be extended steps for all classifications covered by this agreement.
- B) Step advancement to each successive extended step shall begin on the start of the first pay period nearest the first day of the third year in step. Such advancement shall be subject to a performance evaluation average of standard or better during the intervening time. If the performance average is less than standard, the two preceding performance evaluations must be standard or better before step advancement.
- C) A below standard evaluation in either of the two rating periods directly before the date of step advancement shall delay the step advancement six months or until performance is standard or better. If an employee at the top extended step receives at some subsequent time a below standard performance rating, the department head with the City Manager's approval may reduce the employee's pay an amount not to exceed 2.5% until performance rating returns to standard or better.

Performance evaluations shall be given every twelve months of employee service. A failure to provide a performance report within 30 days of the normal date shall be defined as standard for the purpose of this Section.

SECTION 2.6 METHODS OF COMPENSATION

Compensation shall be earned on an hourly basis and payments due shall be paid on a biweekly basis unless otherwise specified in this Agreement. By mutual consent of the parties, more frequent payments and other modifications can be made.

SECTION 2.7 CONTINUITY OF SERVICE

Service requirements for advancement within the pay range, longevity pay, extended steps, industrial injury leave, long-term disability, holidays and vacation shall be based on continuous and total employment as a regular employee.

- A) Leaves of absence without pay of 10 working days or less and leaves with pay shall not interrupt continuous employment nor be deducted from total employment.
- B) Leaves of absence without pay in excess of 10 days, except for extended military leave, shall be deducted in computing total employment but shall not serve to interrupt continuous employment.
- C) All unauthorized absences without leave shall be grounds for disciplinary action except where it can be shown that the employee could not respond due to an bona fide emergency (the employee shall

not be paid for any such time not worked). Any unauthorized leave in excess of 3 work days in any calendar month shall be deducted from total employment and may at the discretion of the City Manager interrupt continuity of employment.

ARTICLE 3 - SPECIAL COMPENSATION PROVISIONS

SECTION 3.1 PREMIUM PAY PROVISIONS

- A) Employees assigned to work entailing specified duties which require skills and abilities not contemplated in the employee's normal assignments in the areas described in this Section shall receive premium pay only while so assigned.
- B) Assignment and Reassignment
 - 1) Assignments and reassignments shall be made by the department head pursuant to departmental rules and regulations. Such assignments shall be subject to the approval of the City Manager.
 - 2) Premium pay assignments shall be subject to budget limitations and levels of employment needed.
- C) Removal of employees for disciplinary reasons, incompetence or the abolishing of positions shall be preceded by notice to employee organization representatives with the intent of precluding unfair actions.
- D) Premium Pay:
Such pay shall be exclusive of longevity pay or other special compensation and be considered part of regular compensation for purpose of retirement contributions. All new assignments shall be paid premium only for hours actually worked in the assignment.
- E) When an employee is required by his or her supervisor to train an employee of a higher classification, a premium of 5% of base pay will be provided for the period of time the employee spends in the training capacity.
- F) Effective August 14, 1988, the accountant who has the prime responsibility of developing the City budget, shall receive a 7% premium while so assigned.

SECTION 3.2 MISCELLANEOUS SPECIAL PAY

- A) Night Shift Differential:

All full time employees covered by this agreement who are assigned night shifts, shall be paid at 5% over and above their base hourly pay. A night shift shall be defined as a shift in which one half or more of the shift is scheduled to work after 4:00 p.m. or before 8:00 a.m.

SECTION 3.3 MOVE UP ASSIGNMENT

- A) Objective:

The objective of this Section is to provide an manner of paying employees for work done and responsibility assumed when an 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/her job, another employee may be assigned by the department head or his/her designee to do the work of the absent employee.
- 2) The assigned employee need not possess the minimum qualifications for the position of the absent employee unless a specific license or certificate is required to legally perform the move-up assignment. The department head will certify that the assigned employee is capable of performing the work of the absent employee.
- 3) An employee with a below standard evaluation for the preceding six (6) months period will not be considered. In the absence of a performance evaluation for this period, the employee's performance shall be based upon their last evaluation.
- 4) The department head may permit the position to remain temporarily vacant.
- 5) An employee may decline a move up assignment subject to subsection e.

C) Duration of Assignment:

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

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

D) No Probationary Period Credit:

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

E) Priority for Move-Up Assignments:

- 1) Move-up will be done on a rotational basis, as follows:
 - a) **Priority 1:** If a current Civil Service list exists, priority will be given to employees in the same Department and Division regularly employed in a lower classification who are among the first five (5) on the eligible list for the temporarily vacant position. Move-up assignments shall be rotated among the five (5) on the list, with each assignment counting as one "turn" irrespective of the length of the move-up.

Priority 2: If no current Civil Service lists exists, move-up will be done on a rotational basis, using at least the top 30% in seniority of the next lower classification in the career ladder (and no less than three (3) employees) within the same Division or work group.
 - b) For all move-up opportunities of more than five (5) consecutive days, departments may use more than one person to fill the vacant position using this rotational system.
 - c) Employees will indicate their preference in participating in the move-up by notifying their department head or designee on a "Move-up Interest Form" provided by the department. The forms will clearly state that the employee will not be eligible for move-up if the form is not returned. The departments will allow at least one week for completed forms to be returned.
 - d) Employees who have indicated that they do wish to be considered for move-up by completing the Department "Move-up Interest Form," but who turn down move-up

opportunities will not be offered move-up for a one year period or until the expiration of the contract, whichever comes first.

F) Absence of Moved Up Employees:

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

G) Move Up Pay for Vacant Position:

- 1) Except as provided in subsection g), an employees moved up pursuant to this Section shall be paid for all days worked in the higher class at a salary rate of the lowest step of the class or the lowest step for such assigned position which will give the employee five percent (5%) more than the current base salary of that employee, whichever is the higher within the base pay range for the class, to which shall be added earned longevity pay increments.
- 2) For the purpose of this Section, one shift shall constitute a day.
- 3) Any assignment to a higher class of a half shift but less than a full shift requires the prior approval of the City Manager or designee.
- 4) The Department head or designee must authorize move-up.

H) In the event there is no employee in the next lower class willing to accept a move-up assignment, the Department Head may then move to the class below and offer the assignment to employees on a seniority basis.

SECTION 3.4 SUPERVISORY PAY POLICY

All supervisors covered by this Agreement shall be paid at a higher rate than any of their subordinates. A supervisor's salary rate shall be adjusted to that rate which will provide a pay of 5% higher than any subordinate's base pay (exclusive of special compensation or longevity pay) regardless of the supervisor's length of employment. This section shall not apply to move up assignments.

ARTICLE 4 - BENEFITS

SECTION 4.1 HOLIDAYS

A) For employees covered by this Agreement the following days shall be considered holidays with pay:

- 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 Friday directly following Thanksgiving Day
- The last working day prior to Christmas Day
- Christmas Day
- The last working day prior to New Year's Day

- B) When a holiday occurs on a Saturday, the day immediately preceding shall be observed as the holiday. When a holiday occurs on Sunday, the day immediately following will be observed as a holiday. If a holiday falls on any other scheduled day off, the employee shall be scheduled another day off.
- C) Pay for Holidays Worked:
Any employee scheduled to work on a holiday shall be compensated at the rate of one and one-half (1½) times the regular hourly rate. (This is in addition to the regular work shift of holiday pay.)

SECTION 4.2 HOLIDAYS FOR 9/80 PARTICIPANTS

- A) A holiday shall be one full work shift . A half day holiday shall be one-half (½) work shift.
 - 1) If a holiday falls on an eight (8) hour workday, the City will close and the employee will be off work with eight (8) hours holiday pay.
 - 2) If a holiday falls on a 9/80 scheduled day off, the City will close and the employee will accrue eight (8) hours of holiday leave which will be added to the employees vacation leave balance.
 - 3) If such addition would cause the employees vacation balance to exceed the maximum allowable for vacation accrual, the employee shall receive holiday pay, at straight time, instead.
 - 4) If a holiday falls on a nine (9) hour workday, the City will close. The employee will receive nine (9) hours of holiday pay.
- B) For those employees with weekends which consist of a Saturday and Sunday, the following shall apply:
 - 1) If a holiday falls on a Saturday and the prior Friday is an 8 hour work day in which the employee is schedule to work, the City will close and the employee will be off work with 8 hours holiday pay.
 - 2) If the holiday falls on a Saturday, and the Friday before is the employee's 9/80 schedule day off, the City will close on Friday, and the employee will accrue 8 hours holiday leave, which will be added to the employee's vacation leave balance. Section 4.2(A)(4) also applies.
 - 3) If a holiday falls on a Sunday, the Monday following will be observed, the City will close, and the employee will be off work and receive 9 hours of holiday pay.
- C) For those employees whose regularly scheduled weekends are other than Saturday and Sunday the following shall apply:
 - 1) If the holidays falls on any scheduled day off, the employee shall receive eight (8) hours vacation leave (or four hours in the case of the days before Christmas Eve and New Years Eve).
- D) If an employee is required to work a holiday specified in the employee's Memorandum of Understanding, the MOU language governing holiday worked will be used for computation of pay.

SECTION 4.3 VACATION

The references to and option to fund the RHSP and the existing RHSP language in this Section 4.3 is deleted as of December 31, 2007.

- A) Employees in classifications covered by this Agreement shall earn vacation as follows:
 - 1) The rate of 8.67 hours per month of employment by each regular employee.
 - 2) Commencing with the 3rd year of employment and until completion of 3 years of employment, at the rate of 9.33 hours per month of employment.

- 3) Commencing with the 4th year of employment and until completion of 4 years of employment, at the rate of 10 hours per month of employment.
- 4) Commencing with the 5th year of employment and until the completion of 9 years of employment, at the rate of 12 hours per month of employment.
- 5) Commencing with the 10th year of employment and until the completion of 20 years of employment, at the rate of 15.35 hours per month of employment.
- 6) Commencing with the 21st year of employment, at the rate of 16.67 hours per month.
- 7) Commencing with the 25th year of employment, at the rate of 17.33 hours per month of employment.

B) Vacation Eligibility:

Only probationary or permanent employees shall earn vacation and only while receiving compensation from or through the City and it shall be prorated on an hourly earned basis.

C) Scheduling:

The time of taking vacation shall be requested by the employee with the approval of the department head or his/her designee. An employee may take vacation only in increments of full days or shifts unless department head approval is given for smaller increments.

D) Borrowing:

An employee may borrow up to 40 hours of unearned vacation subject to the approval of his department head.

E) Maximum Accrual:

An employee may accrue vacation up to the amount earned over the preceding 36 months, provided, however, that vacation accrued in excess of 160 hours must receive department head approval.

F) Effect of Holidays:

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

G) Effect of Separation:

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

H) Pay for Vacation

1) Active Employee – Annual optional cash out

Cash or deferral to 457 plan: An employee, subject to department head approval, may select each year to receive pay or defer into the 457 plan vacation up to maximum of 160 hours per fiscal year (28 days prior notice must be given for such a request) if at least 40 hours of vacation remains on the books. Pay may be taken as deferred compensation up to the maximum allowed by the IRS code.

2) Active Employee – Annual optional cash out into the RHSP

Deferral to Retirement Health Savings Plan (RHSP): See Section 4.15(C)(2) for complete guidelines. Employees who wish to participate in the RHSP may irrevocably declare their intent to defer 10% up to 100% of their balance over 500 hours. If their balance is under 500 hours for any one year, no hours will be deferred to the RHSP for that year.

- 3) Separating or Retiring Employee - Deferral of Vacation Pay
 - a) Retirement Health Savings Plan: Upon retirement, employees so desiring may elect to defer all or part of their unused accrued vacation leave into the Retirement Health Savings Plan. See Section 4.15(C)(1) for the guidelines for these deferrals.
 - b) 457 Plan – Upon separation or retirement, employees may defer any amount into the plan up to limits allowed by law.

- l) Vacation leave is allocated on an hour by hour basis. Therefore, if an employee is off on a 9 hour day, the employee will be charged 9 hours. If an employee is off on an 8 hour day, the employee will be charged 8 hours.

SECTION 4.4 SICK LEAVE

The references to and option to fund the RHSP and the existing RHSP language in this Section 4.4 is deleted as of December 31, 2007.

A) Introduction

- 1) Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this section.
- 2) The sick leave benefit can be thought of as an insurance policy; it insures and protects employees from a loss in wages when they are unable to work because of an illness or injury.
- 3) The City considers good attendance to be a very important part of an employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs. However, both parties understand that employees have legitimate needs to take time off. Neither side desires to inhibit employees from their legitimate right to use sick leave.
- 4) Misuse of sick leave will be grounds for disciplinary action.

B) Sick Leave Use:

- 1) An employee will be granted sick leave for the following reasons:
 - a) Personal illness or injury;
 - b) Medical or dental appointments including preventive care. Employees are encouraged to schedule medical and dental examinations of a non-urgent nature outside of normal working hours. Appointments scheduled during normal working hours constitute sick leave, provided that the employee gives advance notice and receives prior supervisory approval.
 - c) Forced quarantine of the employee in accordance with community health regulations.
- 2) Family sick leave
 - a) Illness, injury or medical appointment of a member of the employee's immediate family which requires the employees presence.

- b) Immediate family for the purpose of this section will be defined as: spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchildren, grandparents or grandchildren.
- c) Such time will be deducted from the existing sick leave of the employee.

C) Accrual Rate:

Permanent and probationary employees will be granted sick leave in the following manner:

- 1) Employees hired after July 1, 1968, six (6) hours per month to a maximum of 600 hours accrued sick leave.
- 2) Employees hired on or before July 1, 1968, six (6) hours per month to a maximum of 800 hours accrued sick leave.

D) Cash or Deferred Compensation Options:

- 1) Employees may select to convert any sick leave granted but unused over 300 hours into cash or 457 plan deferred savings. Conversion will be at the rate of one hour of pay for each hour of unused sick leave.
- 2) Any hours of sick leave which would have been granted over 600 hours accrued sick leave shall be converted into cash or 457 plan deferred income on the basis of one hour pay for each hour of unused sick leave. Payment for deferral must be requested in Payroll prior to the end of the payroll period during which it is cashed out.
- 3) Employees with a balance over 500 hours may elect to defer into the Retirement Health Savings Plan in increments of 10% up to 100% of their balance over 500 hours as of October 15 of each year. This is a one time, irrevocable election that is cashed out the first pay period in November each year.

E) Sick Leave Standard:

- 1) Use of sick leave will not necessarily in and of itself constitute misuse. However, sick leave use not related to legitimate illness, injury which exceeds standard usage, or which has a predictable pattern may initiate a review of sick leave usage. If it is determined that an employee has misused their sick leave, the employee will be notified of any restrictions or requirements to be placed upon the employee's use of sick leave regarding notification or use of other accrued leaves in cases where there is insufficient sick leave available.
- 2) Components of the sick leave standard may include Section/Division/Department sick leave utilization average, taking into consideration the number of incidents and the numbers of hours used, patternistic sick leave use, depleted sick leave or other elements reasonably established in the Department work rules.

F) Notification of Sickness

- 1) To receive compensation while absent on sick leave, employees will notify the Section/Division/Department in the manner provided in department rules and regulations stating whether the reason for the absence is for a family member or the employee.
- 2) An employee who has been counseled about sick leave usage within the preceding 12 months may be advised, as part of said counseling, that he/she will be required to furnish reasonable evidence, including a written statement from a medical professional, to substantiate any request for sick leave of two days or more.
- 3) A department may require a written statement from a medical professional without prior counseling where the absence is greater than 5 consecutive work days or in cases where there is evidence of a specific violation of department work rules.

G) Return from Sick Leave

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

H) Overtime Rate after Sick Leave

- 1) In the event an employee is absent on sick leave during part of the week and subsequently is required to work on their regular day off, the employee will be compensated in the same manner as for overtime. The employee may, however, be required to substantiate an illness by a written statement from an attending licensed physician or a personal affidavit.
- 2) Said provisions will not apply where an employee is called out for emergency work after hours and the overtime rate will apply regardless of sick leave taken during the week.
- 3) For purposes of call out, employees who are absent on sick leave will be placed in the position of least seniority on the day they are absent and will remain in that seniority ranking until they return to regular duty.

I) Conversion of Sick Leave Insurance:

- 1) At the time of termination after the appropriate years of employment an employee covered by this Agreement will have accumulated sick leave converted by the City into permanent income insurance or deferred income on the following basis:
 - a) After seven years of employment, each hour of accumulated sick leave will equal ½ hour of pay.
 - b) At retirement, each hour of accumulated sick leave will equal one hour of pay.
- 2) Accumulated sick leave will be converted into paid up life insurance on the basis that each hour of accumulated sick leave will equal 100% of the hourly rate upon the death of an employee covered by this Agreement regardless of years of employment, to be paid to the employee's beneficiary.
- 3) The annuity and the provision of the annuity will be specified by TFEA subject to consultation with Management.

J) Depleted Sick Leave:

- 1) Employees who have insufficient sick leave accrued to cover an absence may request the use of other accrued leaves, according to department work rules. If no other accrued leaves are granted, employees are required to apply for a leave of absence without pay at the earliest possible time; that is, at the beginning of the leave or immediately upon return to work. Failure to submit the request for leave will constitute unauthorized absence which could lead to disciplinary action. Such a request for leave will not be unreasonably denied.

K) Personal Leave:

Two work shifts of sick leave per fiscal year may be used by the employee for personal leave for which no verification is required. Employees who would like to use this personal leave must ask for approval from their supervisor, such approval will not unreasonably be denied. Specific procedures for requesting and taking the leave are pursuant to department/division rules and practices. This leave, while paid for out of sick leave, is actually paid personal leave and is not a part of sick leave usage in and of itself.

The amount used is deducted from sick leave and may not be carried over from year to year if the full two shifts are not used in one year. The time will be taken in increments of no less than one-half shift.

Sick leave is allocated on an hour-by-hour basis. Therefore, if an employee is off on a 9 hour day, the employee will be charged 9 hours. If an employee is off on an 8 hour day, the employee will be charged 8 hours. Sick leave is utilized on an hour-by-hour basis. Therefore, an employee is charged only for each hour or fraction thereof that is actually used.

L) Deferral of Accrued Sick Leave:

At the time of retirement or cash down, employees so desiring may defer all or part of the amount of accumulated sick leave to which they are entitled.

M) Employees covered by this agreement may participate in the Catastrophic Leave Program as a donor or recipient (Attachment B).

SECTION 4.5 INDUSTRIAL INJURY LEAVE / WORK RELATED INJURIES

A) TFEA and the City agree that the purpose of workers' compensation benefits is for the employee injured on duty to receive his/her usual salary while on authorized IOD leave. It is not the intention that, by the virtue of the State mandated workers' compensation rate and the quirks of the tax system, that the injured workers receive more than their normal take home pay. Thus the City and TFEA will work towards an equitable manner of paying workers' compensation benefits that do not exceed the injured workers base pay.

Further, both parties agree to work towards a safe and healthy workplace that encourages good employee health and a safe work environment.

B) For injuries sustained prior to August 3, 1997, the following applies:

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

- 1) Up to 3 months during the first three (3) years of employment.
- 2) Up to six (6) months during the fourth (4th) year of employment.
- 3) Up to twelve (12) months after four (4) years of employment for industrial injury.
- 4) Such leave shall be at ninety percent (90%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this Section.

C) For injuries sustained on or after August 3, 1997, the following applies:

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

- 1) Up to three (3) months during the first three (3) years of employment.
- 2) Up to six (6) months during the fourth (4th) year of employment.
- 3) Up to eight (8) months after four (4) years of employment for industrial injury.
- 4) Such leave shall be at eighty-five percent (85%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this Section.

- D) Employees who are on industrial leave with pay as a result of an industrial injury shall continue to accrue seniority, and shall receive holidays, accrue vacation and sick leave benefits the same as if they had been present for duty.
- E) An employee on industrial injury shall be under the direction of the City subject to medical advice and shall be available at all times unless he/she receives specific permission from the City.
- F) An employee on industrial leave shall inform the City of any current outside employment and/or any such outside employment during the four (4) years immediately prior to such injury. An employee on industrial injury leave shall not enter into any employment or physical activity, as determined by an appropriate physician, which might exacerbate his injury or illness.
- G) Management and the employee organization jointly indicate their concern for the proper use of industrial injury leave. Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.
 - 1) The Department Head shall notify TFEA within seventy-two (72) hours of any industrial injury which causes the death or hospitalization of any member of the bargaining unit.
 - 2) Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.

SECTION 4.6 LEAVES OF ABSENCE

A) Request:

An employee may file a request for leave of absence upon a form supplied by the City. Such a request must be filed before the beginning of the requested leave except in cases of emergency.

B) Authorization:

- 1) A department head may authorize such a request for up to 5 working days.
- 2) A request for more than 5 working days shall be subject to the recommendation of the department head and the approval of the City Manager.
- 3) No leave or combination of leaves related to a single injury or illness shall be granted for more than a total of 8 months. The 12 month period for calculating leave entitlement will be a “rolling period” measured backward from the date leave is taken and continues with each additional leave day taken. The single injury or illness shall be defined as in Attachment A.
- 4) An employee must have completed his or her first 6 months of employment before being eligible for consideration of a medical leave of absence of more than 30 days.

C) Refusal of Leave of Absence:

The department head or the City Manager shall refuse a request for leave of absence if such a leave is contrary to the good of the City. A leave of absence for medical reasons where justified by medical evidence, shall not be unreasonably denied except where there is no probability of return to work by employee or where the employee has exhausted the maximum leave of absence. Where the leave is refused, the employee must return to work subject to subsection d) or be terminated. The burden of medical proof shall be upon the employee.

D) Medical Examination at Termination of Leave:

Prior to the expiration of any leave of absence, the City Manager may determine, by evidence of medical examination or other reasonable evidence, if the employee is mentally and physically able to perform the duties of the position from which the leave was granted. If the City Manager has

determined that the employee is unable to return to work, the employee will not be returned to work but shall have the right to submit the matter through the Civil Service Commission to review the reasonableness of such findings.

E) Holding Position Open:

Upon the expiration date of a leave of absence, duly granted in accordance with the provisions of this Section, an employee shall be returned to the same position as occupied when the leave of absence was granted.

F) Military Leave:

A leave of absence for military employment will be granted to any employee as required by the laws of the United States or the State of California. An employee covered by this Agreement who leaves or has left City service to enter the active service of the Armed Forces of the United States, and who subsequently is reinstated to a position previously held by him/her, will be entitled upon completion of the following conditions to receive the rate of compensation at the step, including longevity, to which he/she would have been entitled had his/her service with the City not been interrupted by such Federal service.

- 1) Employee makes a written application to the City within 40 calendar days following release from active military employment;
- 2) Employee furnishes the City, for its inspection, a certificate of honorable or general discharge with the Armed Forces, and
- 3) Employee establishes to the reasonable satisfaction of the City that the employee is qualified to perform the duties of such position.

G) Family leave:

- 1) As required by State and Federal law, the City will provide family leave for eligible employees. To be eligible, an employee:
 - a) Must have been permanently employed by the City for at least 12 months and have worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
 - b) Must have been permanently employed by the City on a half-time basis for at least 12 months and have been employed for at least 1,040 hours during the 12 month period immediately preceding the commencement of the leave.
- 2) Family leave is permitted for the following reasons:
 - a) Birth of a child or to care for a newborn of an employee;
 - b) Placement of a child with the employee for adoption or foster care;
 - c) Need to care for a child, parent or spouse who has a serious health condition;
 - d) Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- 3) Employees who meet eligibility under Section 1(a) are entitled to a total of 12 work weeks during any 12-month period. Employees who meet eligibility under Section 1(b) are entitled to a total of six work weeks during any 12-month period. The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken.
- 4) During a family leave, an employee may concurrently use other accrued paid leaves in connection with the leave.

- 5) The total amount of family leave for which an employee is eligible will be inclusive with existing maximum periods as established in Section 4.5.
 - 6) Rights and obligations which are not specifically set forth in this section are set forth in the City's statement of Family and Medical Leave Policy and in the California Fair Employment and Housing Commission and the Department of Labor regulations implementing the California Family Rights Act and the Federal Family and Medical Leave Act.
- H) Any employee terminating or retiring at the end of the eight month medical leave of absence shall be paid an amount equal to four months of City health insurance contribution (including health contribution and City supplemental). Such amount shall not exceed the amount received by the employee immediately prior to separation of employment. The employee may choose to receive the full amount subject to 1099, defer the funds to the City 457 plan within the plan guidelines, or receive a net check with the appropriate federal, state and social security deductions. This provision applies only to employees participating in a City-sponsored health insurance program at the time of termination or retirement.

SECTION 4.7 BEREAVEMENT LEAVE

- A) Each employee covered by this Agreement shall be entitled to up to three work shifts of bereavement leave with pay per death of a member of immediate family as defined in this Section. Additional leave, of up to two work shifts may be granted by the department head due to a death which occurs out of state or in excess of 300 miles from the borders of the City of Torrance. In the event there is a question of the distance from the borders of the City, a map from the Auto Club will be used.
- 1) Such bereavement leave shall apply to a death in the immediate family.
 - 2) "Immediate family" shall have the same meaning as defined for sick leave.
 - 3) Bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused but shall not be chargeable to sick leave.
 - 4) Exceptions to the definition of family as it pertains to bereavement leave will be evaluated on a case by case basis by the department head.
 - 5) If the employee needs additional paid hours to provide for bereavement leave, the employee may supplement the hours from vacation leave or personal leave.

SECTION 4.8 COMPASSIONATE LEAVE

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

- A) The number of employees who are granted this leave at any one time shall be at the discretion of the department head, consistent with the need to maintain a minimum work force during that time.
- B) Such leave shall not be accruable nor shall it have any monetary value if unused.
- C) With the approval of the Department Head, employees in the Department from other representation groups may be allowed to attend funerals of co-workers.

SECTION 4.9 JURY DUTY

- A) Any employee covered by this agreement who is summoned for jury service at any court during regularly scheduled hours of work will be entitled to regular compensation. Jury service fees other than mileage reimbursement must be deposited according to procedures as described in

Administrative Rules in order to qualify for regular compensation. The amount of time allowed for jury service for an employee will correspond to the minimum time required by law.

Employees who serve on jury duty on their modified work schedule day off do not receive any extra pay for the day. They are, however, entitled to the jury service fee for that day.

SECTION 4.10 EMPLOYEE INSURANCE

A) Medical and Life Insurance (effective at contract ratification through December 31, 2007)

- 1) The City shall pay \$51.00 per month per employee for active and retired employee health insurance. The \$51.00 employer contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the \$51.00 cannot be used for any other purpose.

Effective 1/1/06, the amount becomes \$64.60 per month, and effective 1/1/07, the amount becomes \$80.80 per AB 1464.

- 2) Active Employees: The City shall allocate \$226.01 per month, per employee, as the employer's contribution to health insurance as provided by the City of Torrance. Any remaining funds may be used by the employee for the balance of approved health insurance plan premiums, dental, vision, or life insurance. Any employee in this representation unit who, at the ratification of this contract, elects to defer an amount equal to the unused balance of the City's insurance contribution paid once each month at the time of the insurance contribution. Such amount shall be reported as earned income for tax purposes, but shall not be deemed as earned income for PERS and Social Security purposes. Employees wishing to take advantage of this option must complete the proper form in the Treasurer's office. The completed form must be submitted to the Treasurer's office prior to the normal payroll deadline for that month.

Those active employees with family health plans will receive an additional supplemental to the health insurance premium equal to \$160.76 per month commencing with the June 2007 premium. The supplemental health amount will increase to a maximum of \$855.76 through the December 2007 health insurance premium for those employees who subscribe to City provided family health insurance.

- 3) Employees who elect, at the time of ratification of this contract, to receive the unused balance of the City's insurance contribution as cash, that amount shall be reported as earned income for tax purposes, but shall not be deemed as earned income for PERS and Social Security purposes. Any change in this assumption shall require a payment by the electing employee if both the employee and employer share any such liability from the inception of the program.

Given the increases to the health insurance premiums provided for by this Agreement, it is the intent of the parties to eliminate the previously provided cash contribution (i.e., city cafeteria contribution) to those employees who do not take health insurance from the City. However, given that existing employees who have not taken City-paid health insurance have been provided a cash amount as part of their compensation, it is the intent of the parties to "grandfather" existing employees as of the date of approval of this agreement by the City Council with their current cafeteria cash amount of \$226.01. Employees hired after the effective date of this agreement will be not eligible for the cash in-lieu of selecting a health insurance plan option.

A) Medical and Life Insurance (Effective January 1, 2008)

- 1) The City shall pay \$97.00 per month per employee for active and retired employee health insurance. The \$97.00 employer contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the \$97.00 cannot be used for any other purpose. This amount may be increased from time to time by statute.
- 2) Active Employees: In addition to the PERS mandated amount (addressed in the matrix below) active employees shall be provided with an amount which may be used by the employee to pay for approved health insurance plan premiums, dental or vision insurance. The allocation of funds for these purposes are outlined in the matrix below:

Effective with the January 1, 2008 health insurance premium for City provided health insurance:

Health Insurance effective <u>January 1, 2008</u>				
Effective January 1, 2008	NC (No Coverage)	1 Party	2 Party	3 Party
PERS Mandated Amount	\$0	97.00	97.00	97.00
City Cafeteria Contribution	\$0	276.98	650.96	875.34
Totals	\$0	373.98	747.96	972.34
Any amount remaining may be used to offset family dental or towards 2 party or family vision.				

Effective with the January 1, 2009 health insurance premium:

Health Insurance effective <u>January 1, 2009</u>				
Effective January 1, 2009	NC (No Coverage)	1 Party	2 Party	3 Party
PERS Mandated Amount	\$0	By Statute	By Statute	By Statute
City Cafeteria Contribution	\$0	Total - PERS Mandated Amount	Total - PERS Mandated Amount	Total - PERS Mandated Amount
Totals	\$0	392.68	785.36	1020.96
Any amount remaining may be used to offset family dental or towards 2 party or family vision.				

Members who opt out of the cash contribution option cannot select that option in the future. Employees hired after date of ratification of this MOU will only have the option of single, two party, and family health insurance coverage.

Given the increases to the health insurance premiums provided for by this Agreement, it is the intent of the parties to eliminate the previously provided cash contribution (i.e., city cafeteria contribution) to those employees who do not take health insurance from the City. However, given that existing employees who have not taken City-paid health insurance have been provided a cash amount as part of their compensation, it is the intent of the parties to "grandfather" existing employees as of the date of approval of this agreement by the City Council with their current cafeteria cash amount of \$226.01. Employees hired after the effective date of this agreement will be not eligible for the cash in-lieu of selecting a health insurance plan option.

B) General Insurance:

- 1) The City shall continue health insurance payments up to the amount stated in this Section during a legitimate medical leave of absence for a period not to exceed 8 months of any employee covered by this Agreement.

- 2) TFEA shall indemnify and save the City harmless from any and all claims, demands, suits or any other action from these insurance programs administered by the employee insurance committee, the employee organization or its affiliates.

C) Long-term Disability Insurance:

- 1) Employees shall be covered for the Commercial Insurance long term/short term disability program as follows:
 - a) An employee must request a medical leave of absence in conjunction with a request for such benefits.
 - b) After an elimination period, employees will receive 2/3 base pay for a period as determined under the guidelines of the commercial insurance policy.
 - c) Eligibility for this Commercial plan, and all provisions of the plan are in accordance with Commercial Insurance policy.

D) Life Insurance:

Employees covered under this agreement shall receive a life insurance policy in the amount of no less than \$50,000 effective FY 2005-2007.

E) Retiree Insurance:

In July of 1984, TFEA chose for the city to pay \$50 per month for each employee covered by this Agreement who retires and continues health insurance coverage with the City past their retirement. The payment was to cover retirees from age 60 to 65 for a continuous period of time not to exceed 5 years.

In August of 1987, TFEA chose to delete this \$50 retiree insurance payment in exchange for the City paying \$16 per month per retiree toward medical insurance. This \$16 employer contribution can only apply toward the health insurance premium of one of the authorized PERS Health Insurance Plans. If the retiree does not participate in the PERS Insurance Plan, the \$16 cannot be used for any other purpose.

In April of 1997, the \$16.00 per month contribution shall be increased to \$51.00 per month.

In the event the City would ever withdraw from the PERS Health Insurance program, the \$50 retiree insurance language of July 1984 will be reinstated.

F) Dental Insurance:

Effective January 1, 2006, all employees covered under this agreement will receive at no cost to the Association one-party dental insurance. Effective January 1, 2007, all employees covered by this agreement will receive two-party dental insurance. This benefit has no cash value if not used. If employees want to cover additional family members not covered in either 2006 or 2007, additional insurance may be purchased.

G) Vision Insurance

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

SECTION 4.11 RETIREMENT

- A) Employees covered by this Agreement shall be covered by the City contract with the Public Employees Retirement System 2% at 55 Plan, including ½ pay continuance, highest single year and military buy-back (Section 21264.1 of the California Government Code) and supplemented by Social Security.
- B) Commencing June 28, 1981 the City shall pay the employee's 7% contribution to PERS pursuant to Section 20615 of the California Government Code (Lancaster Bill).
- C) The seven percent (7%) paid by the City shall be considered as employer-paid member contributions (EPMC) in accordance with Government Code Section 20-023 (c)(4).
- D) PARS Defined Benefit Plan
 - 1) There is hereby established a supplemental retirement system called PARS.
 - 2) PARS is a private retirement plan administered by Public Agency Retirement Services; and
 - 3) The PARS benefit is described in the Plan document which is on file in the City Clerk's Office.
 - 4) The employee organization did not take a pay grid adjustment for the period starting January 25, 2004. The amount of 2.32% from January 25, 2004 to June 30, 2004, and another 2.32% from July 1, 2004 to the start of a new agreement (for a total of 4.64% carried forward) was used to fund the PARS benefit.
 - 5) If, in the future, the amount of City contribution towards the plan exceeds the 4.64%, the employee organization agrees that the employee organization will fund the plan by a reduction in the future pay grids of employees covered by the Memorandum of Understanding, to be discussed by meet and confer process.
 - 6) Further costs for the administration of the plan, such as actuarial studies and other expenses, will be paid for from the plan itself and not by the City.
 - 7) The employee organization further agrees that when conducting future salary surveys, the Torrance salaries will be increased by a total of 4.64% for comparison purposes, along with any future pay adjustments, either up or down. The employee organization further agrees that if portions of the pay grid as defined in Section 2.1(B) and 2.1(C) are utilized for enhancing the PARS benefit, then the 4.64% will be increased to reflect the percentage used. There is a possibility of a grid adjustment downward in the event of underfunding of the PARS plan.
 - 8) Any new classes moved into this agreement shall be subject to meet and confer for plan costing, surveys and other aspects of this agreement.

SECTION 4.12 [INTENTIONALLY LEFT BLANK]

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SECTION 4.16 DEFERRED COMPENSATION

Employees covered by this Agreement shall be eligible to participate in the City administered deferred compensation plans consisting of 457, 401a and Retirement Health Savings Plan (RHSP).

Upon retirement or termination, the employee shall have the option to defer the sick leave and vacation leave balance into the City's 457 plan and/or the Retirement Health Savings Plan (RHSP) up to the annual limit of deferred savings allowable for that year under Federal Law.

Enabling plan documents for the 457, 401a and Retirement Health Savings plans are on file with the City Treasurer. All plans are subject to the rules and regulations of appropriate government code sections.

- A) The 457 plan is available for all employees. Employee contributions to this plan can include voluntary deductions from pay, excess for medical contributions, and cash received from accrued vacation and sick leave cash out as described in Sections 4.2(h) for vacation leave and 4.3(d) for sick leave.
- B) 401(a) Plan - Employees covered by this agreement are automatically enrolled in the 401a Deferred Compensation plan upon completion of one year of service. (A one-time, irrevocable, opting out option by current employees was allowed by July 1, 2001.) Funds deposited into the 401a plan are decided on by the majority vote of Engineers/TFEA participants. Effective July 1, 2001, the City contributes \$300 per year (\$11.54 per pay period) into this deferred compensation plan. For employees that opted out of this plan in 2001, the \$300 is placed in their 457 deferred compensation plan account.
- C) Retirement Health Savings Plan (RHSP):
 - 1) For retiring or separating employees that are currently enrolled and have elections in place as of December 31, 2006, the following shall apply through December 31, 2007:
 - a) Contributions into the plan in increments of 10% up to 100% of either or both of the totals of accrued sick leave and vacation leave.
 - b) Any excess sick or vacation leave not paid into the RHSP may be deferred into the 457 plan up to limits allowed by law or will be paid in cash.
 - 2) For any active employee who is currently enrolled and have elections in place as of December 31, 2006, the following shall apply through December 31, 2007:

Any elected sick leave or vacation leave balances in increments of 10% up to 100% over 500 hours as of October 15, 2007 will be deposited into the plan.

ARTICLE 5 - HOURS OF WORK

SECTION 5.1 NORMAL HOURS OF WORK

- A) Employees covered by this Agreement shall normally work a 5 day, 40 hour workweek, or 9/80 work week schedule.
- B) There shall be at least 8 hours between regular shifts worked by any employee. Any time worked within that 8 hour spread shall be treated as overtime.
- C) TFEA and Management may modify the definition of normal work week and the provisions of overtime to accommodate a flex-time approach subject to the joint agreement of the parties and a Supplemental Memorandum of Understanding.
- D) Effective February 6, 1994, Torrance City Hall will operate on a 9/80 closed schedule.

Monday-Thursday	7:30 a.m. - 5:30 p.m.
Alternate Friday	7:30 a.m. - 5:30 p.m.

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 that does not conform to the above.

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.

SECTION 5.2 LUNCH PERIODS

Employees covered by this Agreement shall be entitled to a lunch period of up to 1 hour.

- A) Such lunch periods shall be without pay and may not be accumulated.
- B) There shall be no restrictions on the employee during such lunch periods unless compensated for as overtime.
- C) The amount of time for lunch period and the procedure for taking a lunch period shall be determined by departmental rules and regulations.

SECTION 5.3 REST BREAKS

Employees covered by this Agreement may be allowed up to 15 minutes as a rest period in accordance with department rules during each half of the regular workday or regular work shift. In such cases:

- A) These rest periods will not be taken at the beginning or end of either half of the regular workday or work shift.
- B) Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.
- C) The provisions of this Section may be modified by a supplemental Agreement between TFEA and the City to effectuate a flexible work hour concept.

ARTICLE 6 - OVERTIME

SECTION 6.1 OVERTIME COMPENSATION

- A) Employees covered by this Agreement shall be compensated by pay at the rate of 1-1/2 times the regular hourly rate of the employee for hours worked in excess of 8 hours in any 1 work shift or 40 hours in any 1 week.

For those employees on a 9/80 work schedule, overtime shall be compensated by pay at a rate of 1-1/2 time the regular hourly rate of the employee for hours worked in excess of a regularly scheduled shift or work week.

- B) An employee may request compensation in the form of time off at the rate of time and one-half for hours worked in lieu of pay subject to the approval of the department head. Such compensatory time cannot be accrued in excess of 80 hours and must be taken within a reasonable amount of time.
- C) Computation:

Overtime shall be computed for actual time worked.

D) Claims for Compensation:

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

E) For overtime on a project that starts during the employee's regular shift and continues into overtime, the following will apply:

Employees who are working on a project at the end of the work shift will first be offered the overtime assignment. If the employee does not accept the offer of overtime then overtime will be offered to the employees in the same classification in accordance with their appointment date to that classification within the section/division/department.

F) When an employee who is scheduled for overtime work not contiguous to the regular work shift is not able to perform the duties required due to circumstances beyond the control of the employee, such employees shall be compensated thereof for at the regular overtime rate for a minimum of 2 hours. If said overtime is scheduled after 12:00 midnight and before 5:00 a.m., such minimum shall be increased to 3 hours.

G) The provisions of this Section may be revised by a Supplemental Memorandum of Understanding between the representatives of Management and the representatives of the bargaining group.

SECTION 6.2 CALL OUT

An employee called out after regular working hours to respond immediately for emergency work shall be compensated at double-time rate for the first two (2) hours with a guaranteed minimum of two (2) hours. Such minimum shall be increased to three (3) hours if an employee is called out after 12:00 midnight and before 5:00 a.m.: provided, however, that call out work in excess of the first two (2) hours will be compensated at the regular overtime rate. Availability for emergency call out shall be determined by departmental rules and regulations.

ARTICLE 7 - CONDITIONS OF EMPLOYMENT

SECTION 7.1 PROBATIONARY PERIOD

- A. For all classifications covered by this Agreement there shall be a probationary period which shall be one (1) year of service for original, non-promotional appointments and a probationary period of six (6) months of service for all promotional appointments.
- B. An employee's probationary period shall be extended if the employee is absent from the performance of his/her normally assigned duties in excess of ten cumulative working days during his/her probationary period for any leave of absence (except approved vacation), including, but not limited to, industrial injury, extended illness/injury, or light duty. The probationary period will be extended by the amount of time equal to the time absent.

SECTION 7.2 DISCIPLINARY PROVISIONS

An employee may be suspended without pay, demoted or discharged for just cause. Employees, other than probationary, shall have the right of appeal provided under Civil Service Rules and Regulations and the Torrance Municipal Code.

SECTION 7.3 LATERAL TRANSFERS/MEDICAL LATERAL TRANSFERS

A) Lateral Transfer

- 1) A permanent employee in a representation unit represented by Engineers or TFEA may make himself eligible for lateral entry into a classification in representation units represented by Engineers or TFEA, whose salary range is equal to or less than that of the classification of position presently held by the employee. Salary ranges shall be considered to be equal if there is no more than a 7.5% difference in the highest steps in the two classes.)
- 2) When a position in a classification for which employees have applied for lateral entry becomes vacant, employees who have so applied shall be given the opportunity to lateral into the position pursuant to the following:
 - a) No promotional list exists for the position.
 - b) The department heads involved approve of the lateral appointment. Such approval will not be required where lateral appointment is the result of a layoff or medical disability.
 - c) The City Manager concurs in the lateral appointment.
 - d) Priority of consideration shall be on the basis of seniority subject to the above.
 - e) Such lateral appointment of the employee shall be subject to a 180 days period to verify this competency in the new position.

The employees shall receive a progress report from the department head at the end of each 30 days period. If an employee does not receive a satisfactory progress report, he shall be returned to his previous status.

- 3) The approval and verification of department head and the City Manager shall be final.
- 4) If an employee accepts a lateral transfer, his salary shall be at his former rate or at the highest step of the lower range, whichever is the higher.

B) Transfers

- 1) Employees who make in class transfers shall be subject to a 6-month probationary period.
- 2) Items (A)(2)a through e, and (A)(3) through (4) shall apply.

C) Medical Lateral Transfers

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

SECTION 7.4 INACTIVE STATUS

Subject to the approval of the employee's department head, the City Manager and the Civil Service Commission, an employee may request inactive status.

- A) Such a request must be made before the termination of an employee or within 30 days of such termination.
- B) Inactive status shall continue for no more than 1 year.
- C) Inactive status shall qualify a past employee to be certified as a name in addition to the 3 open eligibles for a vacant position in the classification from which he was terminated.

- D) All employee benefits shall not accrue during such inactive status and the employee shall have a break in continuous employment.

SECTION 7.5 CLASSIFICATION STUDIES

- A) The City retains the right to conduct and prepare classification studies. The City retains the absolute right to reallocate budgeted funds from vacant positions.
- B) The parties agree that changes in job specifications are within scope under the Meyers-Milias-Brown Act. The City will notify Torrance Fiscal Employees Association in writing of its intent to prepare and submit a revised class specification to the Civil Service Commission for action. Torrance Fiscal Employees Association will be invited to give input into the formulation of the revised specifications via meetings between the City and the Torrance Fiscal Employees Association. After the proposed revised specification is drafted, the City will submit the revision electronically to Torrance Fiscal Employees Association for review, redlining and modifications. Within 30 days, Torrance Fiscal Employees Association may then request additional meetings with a City representative to meet and confer over the revised class specification and possible salary adjustments if warranted. Upon conclusion of these meetings or at the end of a 30 day period, the City may alter the proposed specification or may send the revised specifications as they originally developed to the Civil Service Commission. However, if differences persist between the class specifications proposed by the City and Torrance Fiscal Employees Association, then both versions will be sent to the Civil Service Commission to discuss and decide what class specs will be adopted. If either side is dissatisfied with the outcome of the Commission, the City or the Torrance Fiscal Employees Association Employees Association may present its position to the City Council.

The Council item will include TFEA's position as an attachment. The Human Resources Department will notify Torrance Fiscal Employees Association Employees Association of the scheduled City Council meeting four weeks in advance. Torrance Fiscal Employees Association must submit its position in writing (electronically) to the Human Resources Department two weeks prior to the scheduled City Council meeting.

- C) In the event that the modification of a class specification shall result in the consolidation of two or more classes, the City and the employee group will meet and confer with regard to the status of the incumbents and their hours, wages and working conditions. A permanent incumbent employee in a current classification covered by the agreement will not have wages and/or benefits reduced as a result of the above actions.

SECTION 7.6 LAYOFF PROVISIONS

- A) Prerequisite for Layoff:

When as a result of a cutback in personnel it becomes necessary to initiate a layoff of employees in any representation unit covered by this Agreement, the following shall be the prerequisite to such a layoff:

- 1) All temporary, seasonal and/or recurrent and probationary employees have been released from the class.
- 2) Employees in the class have been given an opportunity to seek lateral transfer to existing vacant positions (See Section 8.5).
- 3) Management will meet and consult with the representatives of TFEA over alternative courses of action to avoid such layoff.
- 4) Notice of actual layoff shall be given no less than 72 hours before the date of implementation. Such shall include:

- a) Classification where layoff is to occur;
- b) Seniority list by total continuous City seniority of employees in the effected class;
- c) List of current permanent vacancies in all classes represented by TFEA;
- d) Separate notice to any employee in the class who has 2 or more below standard ratings within the preceding 3 years.

B) Order of Layoff:

- 1) Employees who have 2 or more below standard ratings within the preceding 3 years shall be laid off first;
- 2) Next layoff shall occur on the basis of City-wide seniority, the least senior employee based on total continuous employment shall be laid off first and any subsequent layoff shall proceed to the next least senior;
- 3) Ties in Seniority: Where the total and continuous employment of two employees are of the same length, seniority shall be decided by the drawing of lots.

C) Voluntary Reduction of Class:

An employee so laid off may choose voluntary reduction of class so as to avoid layoff.

- 1) Such voluntary reduction can be to a lower class of previous standing or to a lower class in the same occupational grouping (See Section 2.1).
- 2) If the voluntary reduction in class causes a layoff in the lower class such layoff shall follow the provisions of this Section.

D) Recall:

Employees who laterally transfer, take a voluntary reduction or are laid off pursuant to the provisions of this Section shall have their names entered onto a recall list for the classification of original standing.

- 1) Such list shall be in inverse order of layoff, lateral transfer or reduction.
- 2) A recall list shall be kept by the Civil Service Commission and shall be used when any vacancy for that class is to be filled.
- 3) The list shall be maintained until all names have been offered an opportunity for recall or at the end of two years, whichever occurs first.
- 4) The appointing authority shall offer appointment to the first name on said list, if the individual accepts, he or she shall be appointed (after 60 days from the date of layoff the employee may be required to take a medical examination so as to insure the employee is medically and mentally capable of performing the duties of the class).

E) Layoff from Other Representation Units:

In the case of a layoff in a classification not covered by this Agreement, an employee who had previous employment in a classification covered by this Agreement shall have the same rights as listed in subsection c), provided, however, that such an employee's seniority shall be based solely upon total employment in classifications covered by this Agreement.

ARTICLE 8 - GRIEVANCES

SECTION 8.1 DEFINITION OF 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 Agreement affecting employee's wages, hours and working conditions.

SECTION 8.2 SCOPE

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.

SECTION 8.3 PROCEDURE

- A) First Step: Supervisory Level
- 1) The grievance may be presented in writing on a form provided by the City. The first Section of the form must be completed fully by the employee or representative. If the form is not complete, it will be returned to the employee. The employee(s) and/or the representative(s) must notify the supervisor when an issue is to be processed in accordance with this grievance procedure.
 - 2) The aggrieved employee(s) and/or a representative shall meet and consult with the employee's immediate supervisor.
 - 3) The immediate supervisor may ask for a superior to participate.
 - 4) 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.
 - 5) If a grievance is against a department head, the employee shall appeal to the City Manager.
- B) Second Step: Department Head Level
- 1) The aggrieved employee(s) and/or a representative(s) shall meet and consult with the employee's department head, or City Manager if grievance is against department head.
 - 2) The department head may require the employee's superiors to be present at such conference.
 - 3) If the grievance is not resolved by the end of the 5th 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
- 1) The aggrieved employee(s) and/or a representative(s) shall meet and consult with the City Manager or a designee.
 - 2) The City Manager may require the department head to be present at such conference.
 - 3) If the grievance is not resolved satisfactorily by the end of the 5th full working day after being received by the City Manager, the employee may within 10 working days appeal in writing through the City Manager for binding arbitration.
- D) Fourth Step: Arbitration
- 1) As soon as possible, and in no case later than ten (10) working days after receipt of an appeal, the City Manager or a designee shall request a list of seven (7) names from the American Arbitration Association.
 - 2) Representatives of Management and the ENGINEERS will select an arbitrator within three (3) working days from receipt of the list. If agreement cannot be reached from among these names, each of the parties shall strike names from the list in rotation until only one name remains. Priority in striking shall be decided by the flip of a coin.

- 3) The decision of the Arbitrator shall be final. Such decision shall not add to or otherwise modify the language of this Agreement.

SECTION 8.4 GENERAL GRIEVANCE PROVISIONS

- A) 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. This extension must be done in writing.
- B) The aggrieved employee(s) and representative(s) shall be allowed reasonable time to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.)
- C) Cost of arbitration shall be equally shared by the parties.
- D) A grievance shall be considered untimely if not presented by the employee within 30 calendar days of the alleged grievance or within 30 days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.
- E) Written grievances shall be on a form provided by the City.
- F) The grievant is entitled to competent representation of his choice.
- G) Employees are assured freedom from reprisal for using this grievance procedure.
- H) An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance shall not in any way be coerced, intimidated or discriminated against.
- I) All parties participating in the grievance process shall be required to produce truthful information.
- J) Failure on the part of the grievant or his/her representative to participate in good faith at any point during the grievance process shall render the grievance abandoned.
- K) If the City fails to respond within the time lines as set forth above, the grievant may proceed automatically to the next step.

ARTICLE 9 - GENERAL PROVISIONS

SECTION 9.1 SECURITY PROVISIONS

- A) The following Agency Shop provisions shall apply to employees in classifications listed in Section 2.1.
- 1) Each employee in this bargaining unit who is not on a leave of absence shall either become a member of Engineers, pay to Engineers a service fee of ninety percent (90%) of the monthly dues and general assessments of Engineers for the term of this Memorandum of Understanding, or in the case of religious objection (see section b) pay an amount equal to the service fee to a non-denominational charity. Such amounts shall be determined by Engineers and shall be implemented by the City in the first payroll period following written notice of a new amount.
 - 2) The City and the Engineers shall jointly notify all new employees of the representation unit that they are required to pay dues, service fee, or make a charitable donation, and that such amounts will be automatically deducted from their paychecks.
 - 3) Notification of new employees:
An authorization card will be distributed by the City during the new employees orientation meeting. The card will state that there are three options for employees in classifications covered by this agreement: to pay full Union dues, to pay a Union service fee of 90% of the dues amount, or to make a contribution to a non-denominational charity due to religious objection.

The card will also state that failure to sign will result in automatic deduction of the service fee amount.

The employee has the opportunity of changing this choice on the card one time during the month of November each year.
- B) Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall be not required to join or financially support Engineers. Such employees shall in lieu of the agency shop fee, donate an equal amount to a non-labor, non-religious charitable fund exempt from taxation under Section 501C of the Internal Revenue Service Code, which has been selected by the employee from a list of such funds designated by the United Way charity. Such alternate contribution shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to Engineers.
- C) Engineers 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 Engineers 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.
- D) Engineers 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.

- E) This section shall apply to all current employees effective December 16, 2001. Current employees who do not make a status selection effective December 31, 2001, shall automatically default to the service fee. Transfers into positions covered by the Engineers shall have 30 days from the date of transfer to make their selection of membership status. New hires into the City shall have 90 days to select membership status.

SECTION 9.2 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATORY HARASSMENT

- A) The City and Fiscal support the concept of equal employment opportunity.
- B) Neither the City nor Fiscal 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 FISCAL agree that they will work to ensure a working environment free of discriminatory harassment.
- D) The parties agree to cooperate actively and positively to provide encouragement, assistance and appropriate training opportunities. Where feasible, the City will provide on the job training and other training opportunities.
- E) This Section is expressly non-grievable. Any violation will be redressed through the City Discrimination policy.

SECTION 9.3 JOB ACTION

- A) TFEA and its members agree that during the term of this Agreement there shall be no strike, slowdown, concerted use of sick leave or other concerted job action.
- B) In the event of an unauthorized job action, the City agrees that there will be no liability on the part of TFEA provided the employee organization promptly and publicly disavows such unauthorized action; orders the employees to return to work and attempts to bring about a prompt resumption of normal operations; and provided further that the employee organization notifies the City in writing within 48 hours after the commencement of such job action, what measures it has taken to comply with the provisions of this section.
- C) In the event such actions by the employee organization have not affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action against individual employees participating in the concerted job action.

SECTION 9.4 TRAINING

- A) Job Training:

During the life of this Agreement, the representatives of TFEA and Management will jointly develop a training program. The intent of this program will be to encourage upward mobility and to develop the full potentials of the employee.

- B) The City shall work in cooperation with TFEA employees interested in specific skill training to make equipment and assistance available where possible for training during the employees off duty hours.

- C) In August of 1987, TFEA chose to apply the \$500 previously set aside for training funds directly to base salary at a percentage value of .065. The remaining unused balance of this fund shall be distributed equally to each employee on a one-time, non-recurring basis as an education and training allowance in the amount of \$36.31.

SECTION 9.5 EMPLOYEE RELATIONS LEAVE

Upon receiving authorization from the City Manager and/or department head, authorized association representatives shall be allowed reasonable time off without loss of pay to attend negotiation session, and to participate in grievances, disciplinary action, and appeal hearings.

SECTION 9.6 [INTENTIONALLY LEFT BLANK]

SECTION 9.7 [INTENTIONALLY LEFT BLANK]

SECTION 9.8 DUES CHECKOFF

Engineers/Fiscal is authorized to use payroll deductions for collecting employee organization dues, service fees (90% of the dues amount) and insurance on a monthly basis. The City will provided all new employees with payroll deduction cards and agreed to information about Engineers/Fiscal.

SECTION 9.9 USE OF CITY VEHICLE

The use of an assigned City vehicle shall be for City purposes only and misuse shall be grounds for disciplinary action.

SECTION 9.10 WELFARE TO WORK

Duties normally performed by employees represented by the Fiscal Employees Association, shall not be assigned to welfare recipients, welfare to work participants or any public, private or non-profit organization using the services of welfare recipients. No Fiscal Employees Association represented employees shall be displaced by such individuals. Displaced shall be defined as partial displacement such as reduction in hours of work, wages or employment benefits.

SECTION 9.11 FAMILY LEAVE

The parties agree that they will adhere to the State Law allowing 40 hours of unpaid participation per calendar year to participate in children's school activities, including licensed day care.

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 C 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.
- B. 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 (1/2) hour before and one (1) hour after.
- C. 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.
- D. 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.
- E. Releases shall only be for those employees requiring release from actual scheduled hours of work.

SECTION 10.2 [INTENTIONALLY LEFT BLANK]

SECTION 10.3 COMBINING OF ENGINEERS AND TORRANCE FISCAL EMPLOYEES ASSOCIATION MEMORANDUMS OF UNDERSTANDING

The ENGINEERS Association, Torrance Fiscal Employees Association, and Management have agreed to endeavor to combine the separate Memorandums into one document. It is agreed that those areas of common language and benefits will be combined and those areas of different language and different benefits will remain separate within the combined MOUs. The timeframe for this process is as follows:

- Rough draft: by December 31, 2007
- Meeting to review and finalize – between January and June 2008
- Final no later than December 31, 2008¹

It is understood by both the Association and Management that these timeframes are guidelines however both parties will work to meet the timeline where possible.

SECTION 10.4 CONTINUED DISCUSSIONS

¹ Must then be forwarded to the City Council for adoption.

ARTICLE 11 - EFFECTIVE DATES

SECTION 11.1 PROVISIONS EFFECTIVE

This Agreement shall be effective from the date of its approval by the City Council and until February 28, 2010, unless superseded by a subsequent Agreement. Such agreement may be reopened for further meeting and conferring, and may be continued or modified by the consent of both parties.

ARTICLE 12 – NOTICES

SECTION 12.1 NOTICES

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

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

Fax: (310) 618-5891

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

In January of each year the Association shall provide to the address shown in 12.1 A. above a listing of the officers of the Association. Included in that listing are those officers that are to be noticed per this Section; included shall be the mailing or e-mail address or both to be used for that notice. A facsimile 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 facsimile transmission if also deposited at the same time for delivery by United States mail in the manner described in clause (iii);
- 3) By deposit in the United States mail, certified or registered, postage prepaid; or
- 4) By delivery by a same day or overnight courier (e.g., Federal Express, 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:

- a) The first business day following the date of transmission to the facsimile number, if any, shown above, so long as the sender has reasonable confirmation of the receipt by the receiving facsimile machine of the facsimile transmission; or
- b) 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

ATTACHMENT "A" (Revised)
PERSONNEL DEPARTMENT PROCEDURES AND RULES REGARDING
LONG TERM DISABILITY PLAN AND PARTIAL DISABILITY

I. PURPOSE

To provide a uniform approach for administering the City's Long Term Protection Plan.

II. DEFINITIONS

1. "Injury" means bodily injury caused by a non-industrial accident occurring while the employee is employed by the City.
2. "Sickness" means non-industrial sickness or disease causing loss of employment while the individual is employed by the City.
3. "Total Disability" means the substantial inability or physical incapacity of the employee to engage in his/her regular occupation or an occupation of similar compensation as a result of non-industrial sickness or injury.
4. "Partial Disability" means the substantial inability or physical incapacity of the employee to engage, except on a half-time basis, in his/her regular occupation or an occupation of similar compensation as the result of non-industrial sickness or injury.
5. "Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the disability.

III. BENEFITS UNDER THE CITY PROGRAM

1. Total or Partial Disability:

If an injury or sickness results in continuous total disability or continuous partial disability or combination of both, the employee while covered hereunder, who requires "regular care and attendance", shall receive from the City the monthly benefit. The monthly benefit will terminate on the earliest of:

- a) The date of death of the employee;
- b) The date benefits have been incurred for the maximum benefit period;
- c) The date the employee retired (provided, however, that the employee shall receive a total of the monthly benefit related to a combination of both retirement and long term disability benefits if totally or partially disabled to the normal expiration of benefits);
- d) The date the employee ceases to be totally or partially disabled;
- e) The date specified in a settlement agreement between the employee and the City. The employee shall be eligible for benefits as noted below:

<u>Full-time Employment</u> Two (2) months	=	<u>Full-time LTD</u> One (1) month
<u>Full-time Employment</u> One (1) month	=	<u>Part-time LTD</u> One (1) month
<u>Part-time Employment</u> Four (4) months	=	<u>Full-time LTD</u> One (1) month
<u>Part-time Employment</u> Two (2) months	=	<u>Part-time LTD</u> One (1) month

2) Recurrent Disability:

- a) If, following a period of disability due to sickness or injury, for which the monthly benefit was payable under the program, the employee shall resume duties of his or her regular occupation for a continuous period of one year or more, any subsequent disability resulting from or contributed to be the same cause or causes shall be considered as a new period of disability.

- b) If the injured employee resumes the duties of his/her regular occupation for less than one year period of time, the following shall apply:
 - 1) A subsequent disability resulting from the same cause shall be considered a continuation of the original incident. The employee shall be eligible for the length of time specified in the Long-Term Disability Benefit section of the Resolution less that amount of time previously utilized for the same incident.
 - 2) An employee who sustains a subsequent disability resulting from a new cause shall be eligible for one month of benefits for each two months of service worked in the intervening period of time plus any earned time remaining from the initial incident.
- c) The determination as to whether a disability is a new incident or a continuation of an original incident shall be subject to verification by medical authority and appropriate supporting medical documentation.

IV. REDUCTIONS

- 1) The monthly benefit otherwise provided under this program for any period shall be reduced by any amount received by or due to be received by the employee from the following sources for the same period so that the total combined amount shall not exceed the employee's base pay:
 - a) Any State or Federal Government Disability or Retirement plans;
 - b) Salary or wages paid by the employer or other employer;
 - c) Worker's Compensation or any similar law;
 - d) Any total disability and total and permanent disability provisions of any insurance policy; and
 - e) Unemployment insurance.

V. TERMINATION OF COVERAGE

- 1) The coverage of any employee shall terminate on the earliest of the following dates:
 - a) The date the program is terminated by mutual agreement of the employee groups and the City of Torrance;
 - *b) The date the employee leaves or is dismissed from the employment of the employer, is retired or leaves the representation groups covered by the Master Resolution.
 - c) The date of entry of the employee into military service except for temporary duty of 30 days or less.
- 2) Such termination shall be without prejudice to any pre-existing total disability claim of the employee except as agreed to between the parties in settlement.

VI. EXCLUSIONS

- 1) The program does not cover disability:
 - a) Resulting from any intentionally self-inflicted injury;
 - b) Caused by or resulting from service in the Armed Forces of any country, except for temporary active duty assignments of not more than 30 days.
 - c) Resulting from any act of war, declared or undeclared;
 - d) Resulting from participating in or consequence of have participated in the committing of a felony.

*Monthly benefits may extend beyond the termination date of employment for the maximum benefit period, provided, however, that insurance coverage was in effect at the time the injury/illness was sustained.

ATTACHMENT B
CATASTROPHIC LEAVE PROGRAM
(Revised 1998)

Purpose

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

Policy

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

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

Donated hours may be used under the following situations:

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

Procedures / Guidelines for Using Catastrophic Leave

1. Leave of Absence paperwork¹ must be submitted to the Human Resources Department. It should include medical certification of a serious health condition per the FMLA guidelines and the dates the employee expects to be absent. The leave must be approved by the Department Head and the Human Resources Director.
2. Verification of illness or injury of the employee or qualifying family member must be provided in writing by the treating physician on the City provided forms.
3. The employee or representative makes a request for catastrophic leave donations to the employee's department. The City Manager's Office is then notified and advertises the donation request via e-mail.
4. The period of absence will be determined by the written verification of the employee's or family member's physician and will not be based on the number of hours donated. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one year period, as is allowed by the Family and Medical Leave Act.
5. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one-year period, as is allowed by the Family and Medical Leave Act.

¹ Leave of Absence Paperwork consists of "Request for Leave of Absence" form and either a form for personal illness or a "Family Medical Certification" form (for family illness).

6. Employees must exhaust all personal leave hours (vacation, sick leave, etc.) prior to using any donated hours.
7. Employees will not accrue vacation, sick leave, or service time while using donated hours.
8. Donated hours may not be converted to cash (“cashed down”).
9. The catastrophic leave bank will be closed and no further donations will be accepted under the following conditions:
 - The ill/injured employee returns to work full time, or
 - The 12 weeks of Family Leave have been exhausted, or
 - The ongoing, intermittent treatment program has been completed.

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

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

Procedures/Guidelines for Donating Hours

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

Confidentiality

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

**ATTACHMENT C
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@torrnet.com and your immediate supervisor.

Date: _____

Employee: _____

Department/Division: _____

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 Section 8314).