MEMORANDUM OF UNDERSTANDING

TORRANCE FIRE FIGHTERS ASSOCIATION (TFFA)

2012 – 2015

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

An agreement of the undersigned representatives of the Torrance Fire Fighters Association (TFFA) 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 beginning December 18, 2012, through December 31, 2015, and was reached through agreement of the undersigned parties:

Signed this _____ day of December 2012.

MANAGEMENT	TFFA
_____	_____
_____	_____
_____	_____

RESOLUTION NO. 2012-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH WAGES, HOURS AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE FIRE FIGHTERS ASSOCIATION (TFFA) FOR THE PERIOD FROM MARCH 8, 2011 THROUGH DECEMBER 31, 2013, AND REPEALING RESOLUTION NO. 2011-31.

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

SECTION I

That Resolution No. 2011-31 is hereby repealed in its entirety.

SECTION II

The following agreement between representatives of Management and the representatives of the Torrance Fire Fighters Association (TFFA) is hereby approved in its entirety to read as follows:

Article 1 - Introduction
Section 1.1 Introduction

Article 2 - Wage Provisions
Section 2.1 Salary Ranges and Class Titles
Section 2.2 Salary Advancements Within Base Pay Range
Section 2.3 Methods of Compensation
Section 2.4 Salary Surveys
Section 2.5 Payroll Reduction

Article 3 - Special Compensation Provisions
Section 3.1 Longevity Pay
Section 3.2 Premium Pay
Section 3.3 Educational Incentive Pay
Section 3.4 California Emergency Medical Technician Program
Section 3.5 Shooting Pay
Section 3.6 Move-Up Assignment
Section 3.7 Seminar Reimbursement
Section 3.8 Paramedic License

Article 4 - Overtime Provisions
Section 4.1 Constant Staffing and Qualified Relief
Section 4.2 Overtime Compensation
Section 4.3 Holidays

Article 5 - Benefits
Section 5.1 Employee Insurance
Section 5.2 Retirement
Section 5.3 Uniforms
Section 5.4 Deferred Compensation Plans
Section 5.5 Medical Examinations

Article 6 - Benefits Related to Time
Section 6.1 Vacation
Section 6.2 Sick Leave
Section 6.3 Industrial Injury Leave
Section 6.4 Jury Duty
Section 6.5 Leaves of Absence

Article 7 - Working Conditions
Section 7.1 Hours of Work

Article 8 - Conditions of Employment
Section 8.1 Requirements as to Continuity of Service
Section 8.2 Fitness For Duty
Section 8.3 No Smoking Requirement
Section 8.4 Emergency Medical Technician I
Section 8.5 Nondiscrimination, Equal Opportunity, and Sexual Harassment
Section 8.6 Outside Employment
Section 8.7 Layoff Provisions
Section 8.8 Exemption re: Anti-Nepotism Rule

Section 8.9 Probationary Period
Section 8.10 Inactive Status
Section 8.11 Management Rights

Article 9 - Security Provisions
Section 9.1 Security Clause
Section 9.2 Dues Checkoff
Section 9.3 Job Action
Section 9.4 Employee Relations Leave
Section 9.5 Sleeping Quarters and Linen
Section 9.6 Hiring of New Employees

Article 10 - Grievance
Section 10.1 Definition of Grievance
Section 10.2 Scope of Grievance Procedure
Section 10.3 The Grievance Procedure
Section 10.4 General Grievance Provisions

Article 11 - Effective Dates
Section 11.1 Provisions Effective

Appendix A - Examinations for Premium Positions

Appendix B - Catastrophic Leave Program

Appendix C – Firefighter Bill of Rights

Appendix D – PORAC Retiree Medical Trust

TORRANCE FIRE FIGHTERS ASSOCIATION

2012 – 2015

ARTICLE 1 - INTRODUCTION

SECTION 1.1 INTRODUCTION

The following is the agreement regarding wages, hours and working conditions between representatives of Management and the Torrance Fire Fighters Association.

ARTICLE 2 - WAGE PROVISIONS

SECTION 2.1 SALARY RANGES AND CLASS TITLES

A. The following salary ranges are hereby assigned to the classifications of the following classified service represented by TFFA:

Effective December 18, 2012

BASE MONTHLY SALARY

56-Hour Safety Employees:

Class Title Steps	1	2	3	4	5	6
Fire Fighter	4112.34	4317.96	4533.84	4760.54	4998.56	5248.49
Fire Engineer	4998.56	5248.49	5510.91	5786.47	6075.79	
Fire Captain	5786.46	6075.78	6379.56	6698.55	7033.48	

Permanently Assigned 40-Hour Safety Employees:

Class Title Steps	1	2	3	4	5	6
Fire Fighter	4907.01	5143.48	5391.74	5642.59	5924.71	6220.96
Fire Inspector, Senior	5957.84	6246.86	6550.31	6877.83	7221.71	
Fire Captain	6832.26	7164.97	7514.32	7890.05	8284.55	

SECTION 2.2 SALARY ADVANCEMENTS WITHIN BASE PAY RANGE

A. Starting Pay Rates

Initial appointment to a position within the unit shall normally be made at the first step. Upon recommendation of the Fire Chief or designee, and approval by the City Manager, initial compensation may be at a higher step in the range for the class based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or is necessitated by a temporary shortage of applicants for the class involved.

B. Step Advancement Within A Base Pay Range

Salary step advancement within a range, except as stated below, shall be on the annual anniversary of appointment to Fire Fighter, promotion to Fire Engineer, Fire Captain, or Senior Fire Inspector to the maximum step of the base pay range. Exception - Rank of Fire Fighter only: Step 1 shall be made upon assignment to 56-hour schedule, Step 2 shall be made upon completion of six months of service and Step 3 shall be made on the first day of the second year of service. Subsequent steps as above. Upon recommendation of the Fire Chief or designee and

approval of the City Manager, an employee may be accelerated more quickly in the advancement through the salary steps if outstanding performance justifies such a recommendation. The Fire Chief or designee retains the sole discretion to make such a recommendation. Failure to make such a recommendation is not subject to the grievance procedure of this agreement.

C. Rate of Pay on Promotion

1. Whenever an employee covered by this agreement is promoted, the employee shall be placed at the lowest step of the position promoted into, which will result in the employee receiving at least a 5% increase in total pay. The employee will continue to receive longevity pay and educational pay as he/she received in the prior position.

2. For an employee on a 40-hour salary range who is voluntarily reassigned or who is promoted to a position on a 56-hour salary range, this section shall not be considered to be in conflict with TMC § 14.47.6.

3. Employees on a 40-hour grid who are reassigned non-voluntarily to a 56-hour position shall remain on the 40-hour grid and shall not lose pay on reassignment. The employee shall remain on the 40-hour grid until such time as the employee's pay rate matches or exceeds the equivalent pay rate while on the 56-hour grid.

SECTION 2.3 METHODS OF COMPENSATION

Compensation shall be determined on a monthly basis and paid on a per hour basis, on the basis of the following formula:

Formula A: Employees regularly scheduled to work 56 hours per week shall have an hourly rate (HR) computed as follows:

$$HR = \frac{\text{Monthly Salary}}{242.32}$$

Formula B: Forty (40) hours per week:

$$\text{Straight Time Hourly Rate} = \frac{\text{Monthly Salary}}{173.3}$$

Payments due shall be paid on a biweekly basis unless otherwise specified within this agreement. By mutual consent of the parties, early payment and other modifications can be made.

Base monthly salary shall be considered at the regular rate of pay for a particular classification without consideration of any premiums, longevity, or extraordinary compensation.

Base monthly salary shall, unless otherwise prescribed, be considered within a step pay plan, said steps being 5% apart. Steps will be adjusted every five years, from the bottom step up, in order to ensure there is a 5% difference between steps starting with the 2003-04 agreement.

SECTION 2.4 SALARY SURVEYS

The City agrees to use only the following survey agencies and benefits for the purposes of future contract negotiations. The City reserves the right to survey positions represented by TFFA for purposes other than negotiations during the term of this contract.

- Beverly Hills
- Burbank
- Culver City
- El Segundo
- Glendale
- Pasadena
- Redondo Beach
- Santa Monica
- Manhattan Beach

Including, but not limited to, the following benefits calculated at 16 years:

- Salary
- PERS Contribution
- Longevity
- Holiday Pay
- Uniform Allowance
- Deferred Compensation
- Health Insurance Contribution (including dental and vision)
- Haz Mat First Responder
- EMT
- All Education Incentive
- Fire Office Certificates
- Driver Operator Certificates
- Bilingual Pay
- Physical Fitness Pay
- Class A & B License Pay
- All Paid Leaves (vacation, sick leave, etc.)
- Long Term Care

SECTION 2.5 PAYROLL REDUCTION

A. Payroll Reduction
The City will implement a payroll reduction effective the first pay period in January 2010 through March 26, 2011. The pay reduction will not impact the employee's gross income. The payroll reductions will be based on the following amounts:

Classification	Amount per Paycheck
Fire Captain	$25.94
Fire Engineer	$23.50
Fire Inspector, Sr.	$24.06
Fire Fighter	$20.84

ARTICLE 3 - SPECIAL COMPENSATION PROVISIONS

SECTION 3.1 LONGEVITY PAY

A. Employees covered by this agreement shall receive longevity pay in the following manner:
1. Commencing with the first day of the 8th year of service, 5% above base pay.
2. Commencing with the first day of the 9th year of service, a total of 10% above base pay.
3. Commencing with the first day of the 10th year of service, a total of 14% above base pay.
4. Commencing with the first day of the 16th year of service, a total of 24% above base pay.

5. Commencing with the first day of the 25th year of service, a total of 34% above base pay.

B. All longevity pay advancements shall be effective on the anniversary date of the required years of continuous service (unpaid leaves in excess of ten (10) working shifts, except for extended military leave, shall be deducted in computing total service) as a regular employee of the City of Torrance or total years of service as a full time regular employee with the City of Torrance Fire Department, whichever provides the longer term of service.

SECTION 3.2 PREMIUM PAY

Employees assigned to work requiring specified duties which require skills and abilities not contemplated in the employee's normal assignments in the areas described in this section shall receive premium pay only while so assigned. Assignments and reassignments shall be made by the department head subject to the approval of the City Manager according to work load and skills required, and subject to any special provisions specified in this section for any particular assignment.

Removal of employees for disciplinary reasons, or reasons of incompetence, or abolishing positions because of budgetary requirements shall be preceded by notice to employee organization representatives with the intent of precluding unfair actions.

A. Paramedic Operations

Firefighters assigned to Paramedic assignments shall receive a premium of 5% when duties/training begins; a 10% premium 12 months after Paramedic duties/training begins; a 15% premium 24 months after Paramedic duties/training begins, and an additional 4% at the start of the fifth year as a Torrance Paramedic. This is exclusive of any longevity pay. Such employees shall have been qualified and certified as Paramedics as shown in attached Appendix A.

Paramedics new to the City of Torrance who have received the paramedic training outside of the Torrance Fire Department will start receiving the above premiums at a level commensurate with their experience, at the discretion of the Fire Chief.

It shall be the responsibility of the TFD to provide employees licensed as paramedics with the necessary means and time to fulfill all paramedic licensing and accreditation requirements. Requirements include, but are not limited to, those as defined by state, county, local, and any other governing body, that dictates the minimum requirements for education and employment as a paramedic.

If a paramedic does not complete the necessary minimum requirements for education and employment as a paramedic, and such failure is due to the TFD not fulfilling its obligation to provide the necessary means and time to fulfill all paramedic licensing requirements, then unless the employee elects not to participate in the paramedic program any longer, the employee shall not lose any compensation regardless of the employees status as a paramedic.

If a paramedic does not complete the necessary minimum requirements for education and employment as a paramedic, and such failure is due to the employee, thereby delaying his/her licensing or accreditation, the employees paramedic premium shall be discontinued until proof of licensure and accreditation are provided to the TFD; during which time the employee will be temporarily reassigned to 40 hours until the necessary minimum requirements for education and employment as a paramedic are completed for licensure and accreditation.

For accountability, the TFD shall create a system for the express purpose of tracking and monitoring the TFD's Paramedic CE Program. The system shall serve to provide documentation to show that both the TFD and employee fulfilled or did not fulfill their respective obligations described herein.

In the event that the TFD requires an employee to attend events off duty in an effort to meet and maintain licensing or accreditation requirements, the TFD shall compensate the employee using Formula B, Section 2.3.

B. Operations Specialist Assignment

Employees in the classification of Fire Fighter who are permanently assigned to the duties of Operations Specialist by the Fire Chief shall receive a premium pay of 5% commencing the first day of the first year, 10% commencing the first day of the second year, and 15% commencing the first day of the third year and thereafter, above base hourly pay on a yearly step plan basis exclusive of any longevity pay. Operations Specialists are required to enter TeleStaff, payroll, and TFD Activity Schedule data to receive the final 5% premium. Assignment to this position shall be at the Fire Chief's discretion.

All interested Fire Fighters will be interviewed and considered by the Fire Chief or designee for Operations Specialist assignment.

C. Tiller Operator Assignment

Employees in the classification of Fire Fighter who are assigned on a continuing basis to the operation of the Tiller Operator on an aerial ladder will receive a premium of 5% above that of Fire Fighter base hourly pay exclusive of any longevity pay. Such employees shall have been qualified and certified by the department head as Tiller Operators. Such premium pay shall not apply, however, to individuals assigned on a training basis.

Employees shall be assigned by the Department Head, with the concurrence of the City Manager, from an eligible list developed through a selection process as shown in Appendix A.

D. Permanently Assigned 40-Hour Staff

A 40-hour salary range as shown in Section 2.1 is for safety employees in the following positions who regularly work in 40-hour staff assignments: Special Services Officer, Training Coordinator, Emergency Medical Services Coordinator, Assistant Fire Marshal, Senior Fire Inspector, and Public Education Officer.

Paramedics with five or more years permanently assigned to a 40-hour staff position shall earn a 4% paramedic premium.

Employees shall be assigned by the Department Head, with the concurrence of the City Manager, from an eligible list developed through a selection process as shown in Appendix A.

Employees in these positions shall carry Department issued mobile phones at all times (both on and off duty) for purposes of communication and recall in case of emergencies, vacations optional.

E. Temporary Staff Assignments

Except as otherwise specified herein, employees who are temporarily assigned to duties of an administrative and predominantly staff nature requiring them to work a 40-hour work week shall continue to be paid based on the Safety Employee 56-hour pay grid (Section 2.1). While so assigned safety employees shall receive a premium between 5% and 15% (amount to be subject to the direction of the Fire Chief or designee) above base hourly step pay exclusive of any longevity pay of their appropriate classification. Assignments shall be subjectively based on the

decision of the department head. The Fire Chief or designee's decision shall be final and not grievable.

F. Hazardous Materials Response Team Assignment

Employees in the classification of Fire Fighter, Fire Engineer and Fire Captain regularly assigned to the Hazardous Materials Response Team shall receive a premium of 5%, 10% and 13% above base hourly pay exclusive of any longevity. The premium will be paid as follows:

1. Upon assignment by the Fire Chief to the Hazardous Materials Response Team, completion of Haz Mat First Responder Operational State Certification, and completion of Torrance Fire Department Hazardous Materials Basic Training, the eligible employee shall receive 5% above base hourly pay exclusive of any longevity.

2. Upon completion of 12 continuous months of assignment to the Hazardous Materials Response Team and demonstrated to the satisfaction of the Fire Chief completion of the State Haz Mat Technician/Specialist Modules A, B, and two of the four C, D, F, and G modules, the eligible employee shall receive 10% above base hourly pay exclusive of any longevity.

3. Upon completion of 24 continuous months of assignment to the Hazardous Materials Response Team, and demonstrated to the satisfaction of the Fire Chief completion of the remaining Haz Mat Technician/Specialist modules necessary for State Certification, the eligible employee shall receive 13% above base hourly pay exclusive of any longevity.

   Employees shall be assigned by the Fire Chief or designee, with the concurrence of the City Manager, from an eligible list developed through selection process as shown in Appendix A.

G. Hazardous Material – First Responder

Safety employees who have been trained to respond to hazardous material emergencies shall receive a premium of 7% of base pay exclusive of longevity pay.

SECTION 3.3 EDUCATIONAL INCENTIVE PAY

A. Upon completion of original probation, safety employees shall receive educational incentive pay for obtaining (while employed or prior to being employed by the City) certain specified course work as follows:
   1. 12 units of Fire Science and 18 units of supplemental, Fire Science, or job-related course work at 3% of base pay exclusive of other compensation.
   2. 21 units of Fire Science and 39 units of supplemental, Fire Science, or job-related course work at 6% base pay exclusive of any other compensation.
   3. 21 units of Fire Science and 69 units of supplemental, Fire Science, or job-related course work at 9% of base pay exclusive of other compensation.
   4. Safety employees who have achieved the 9% education incentive premium will be eligible for the City's tuition reimbursement program towards achieving a BA/BS degree.
   5. 21 units of Fire Science and 99 units of supplemental, Fire Science, or job related course work at 12% of base pay exclusive of other compensation.

B. Upon completion of eight years of service in the Torrance Fire Department, safety employees who possess a BA/BS from an accredited university and who have completed (while employed or prior to being employed by the City) 30 units in fire science shall receive an additional 3% premium.

C. Supplemental course work (as described in Subsection A.1–A.3 above) shall be limited to General Education and elective units required by an accredited two or four year college to attain an Associate Arts or Bachelor of Science degree.
   1. General Education units must be met before any elective unit can be used (20 units).
   2. No more than 20 elective units can be used in the Educational Incentive program.

D. Job-related courses (as described in Subsection A.1–A.3 above) shall be in subject areas involving business, public administration, science, supervision or administrative skills, emergency or medical skills, or other job related fields and shall be designated by the department head with the approval of the City Manager.

E. All course units shall be for full semester hours or equivalent and the employee must receive a grade of at least a C, a 2.0 (a GPA equivalent to a C) or a pass from an accredited two- or four-year college. Quarter system units will be converted to semester units by multiplying quarter hours by two-thirds (⅔).

F. General education units that do not meet the C or better requirements will be counted towards reaching the general education 20 units, but will not count towards the unit requirement of the Educational Incentive program. Elective units with a C, pass, 2.0 or better may be substituted in their place, in meeting the overall unit requirements of the educational incentive pay program.

G. The educational incentive pay shall commence with the pay period following the submittal of the necessary evidence of educational work.

H. All evidence must be official transcripts or written documentation from the appropriate school. The records will be kept in the Administrative Chief's Office and all units will be verified by the Administrative Chief.

I. Personnel holding a State Fire Officer's Certificate will be eligible for up to 16 units subject to approval by the Fire Chief of in-house credit toward the Educational Incentive Program. Units granted from a college for core classes taken in pursuit of the Fire Officer's Certificate will be deducted from the maximum of 16 equivalent units.

J. Personnel who have attended and completed a state recognized paramedic training program which lead to their having obtained a valid paramedic certificate will be eligible to receive up to 27 units subject to approval of the Fire Chief of in-house credit toward the Educational Incentive Program. Any actual college credits received for paramedic training will be deducted from the maximum of 27 in-house equivalent units.

SECTION 3.4 CALIFORNIA EMERGENCY MEDICAL TECHNICIAN PROGRAM

A. California Emergency Medical Technician I
Safety employees, except paramedics, who hold a valid State of California Emergency Medical Technician I Certificate shall receive EMT pay (see item C below).

B. California Emergency Medical Technician 1 Instructor

All Paramedics shall receive EMT-1 Instructor pay (see item C below). The primary EMT-1 Instructors shall be chosen at the discretion of the Fire Chief from Paramedic volunteers on each shift. In the event there are not enough primary EMT-1 Instructors on a shift, the most junior Paramedic(s) on the shift shall serve as Instructor(s). The Fire Department will provide all training required for those Paramedics designated as primary EMT-1 Instructors. All Paramedics shall assist with instruction, as needed.

C. EMT-1/Instructor pay shall be 2.5% of Fire Engineer Step 2 base monthly salary.

SECTION 3.5 SHOOTING PAY

Safety employees covered by the agreement who are required by job assignment to carry and be proficient in the use of sidearms shall be paid $16 per month, subject to minimum qualifications. The amount shall be paid on a semi-annual basis during June and December of each year.

A. Each new employee, at the time of assignment, will be provided with the following safety equipment:

Standard Police Department-issued service weapon.

B. Employees shall be required to turn in the designated safety equipment at the time of termination. Employees who have completed probation may elect to repay the City a prorated amount for said equipment. The employee shall compensate the City at 100% of the original cost during the first year of service in assignment requiring the issue of a sidearm and thereafter as follows:

After	I year	90%	After	6 years	40%
	2 years	80%		7 years	30%
	3 years	70%		8 years	20%
	4 years	60%		9 years and up	10%
	5 years	50%			

SECTION 3.6 MOVE-UP ASSIGNMENT

A. Objective

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

B. Assignment

1. When an employee is temporarily absent from the job, another employee may be assigned by the Fire Chief or the designee to do the work of the absent employee.
2. The Fire Chief may permit the position to remain temporarily vacant if, in his/her opinion, the public health, welfare and safety are not jeopardized, where not in conflict with Section 4.1.
3. An employee may decline a move-up assignment.

C. Duration of Assignment

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

1. Each such assignment shall not exceed twelve months duration.
2. If the work is not performed in a satisfactory manner, the Fire Chief of designee may at his/her discretion replace the employee who was moved up or leave the position unfilled, where not in conflict with Section 4.1.

D. No Probationary 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. First Consideration For Move-Up Assignments

1. First consideration for move-up assignments may be given to employees permanently assigned on the shift where the vacancy occurs who are regularly employed in a lower classification and on the eligible list for the higher class.
2. If the temporary absence of the incumbent continues in excess of thirty consecutive days, and an eligible list exists for the class, the Fire Chief or the designee may, at his/her discretion, assign the move-up position to a person who is among the first three on the eligible list commencing with the thirty-first consecutive day of absence.

F. Determination of Priority

In the event that there are no eligibles within the department on the eligible list for the vacant position, the Fire Chief or designee may assign any employee under his/her supervision whom the department head certifies is capable of performing the work of the absent employee.

G. Absence of Moved Up Employee

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

H. Move-Up Pay for Vacant Positions

1. An employee moved up--shall be compensated on the salary range in the moved-up classification which provides an increase in compensation of at least 5% in total pay.
2. For the purpose of this section, eight consecutive hours or more shall constitute a day or shift and shall qualify for move-up pay.

SECTION 3.7 SEMINAR REIMBURSEMENT

A. Safety employees may be reimbursed up to $500 per employee each fiscal year for registration fees for fire department related seminars attended voluntarily.

B. This benefit shall be limited to available funding from the Fire Department's El Camino Training Fund and shall not exceed $10,000 each fiscal year.

C. Seminars reimbursable through the City's tuition reimbursement program or that earn credit towards educational incentive pay are not eligible for reimbursement.

D. Time spent at such seminars is not considered hours worked since employees are not required to attend them. As such, no compensation will be provided for attendance.

SECTION 3.8 PARAMEDIC LICENSE

A. Personnel previously assigned as paramedics who elect to maintain their paramedic license shall:

1. Notify the Paramedic Coordinator's Office, in writing.
2. Be reimbursed for their license renewal fees.

B. It shall be the responsibility of the TFD to provide employees licensed as paramedics with the necessary means and time to fulfill all paramedic licensing requirements. Licensing requirements include, but are not limited to, those as defined by state, county, local, and any other governing body, that dictates the minimum requirements for education and employment as a paramedic.

ARTICLE 4 - OVERTIME PROVISIONS

SECTION 4.1 CONSTANT STAFFING AND QUALIFIED RELIEF

A. Definition

1. Constant Staffing: A system for maintaining current strength of platoons by utilizing off-duty qualified personnel who are available to fill temporary vacancies within said platoons.

2. Current Strength: Personnel distribution as designated in current City of Torrance budget document.

3. Qualified: As determined by proper job classification or eligibility for promotion to proper classification.

4. Temporary Vacancy: Personnel vacancy that may be created by:
   a. Illness
   b. Injury
   c. Industrial Accident Leave
   d. Vacation
   e. Authorized Personal or Military Leave
   f. Vacancy Due to Retirement
   g. Other Appropriate Vacancies

5. Pay shall be at the rate of time and one-half (1½) of Formula A for safety personnel.

B. Eligibility

Employees in the following classes shall be eligible for constant staffing qualified relief:
1. Fire Fighter
2. Fire Engineer
3. Fire Captain

C. Priority for constant staffing shall be specified in the department's "Constant Staffing Rules" including the ability to hold over and order in.

SECTION 4.2 OVERTIME COMPENSATION

A. An employee represented by TFFA shall be compensated by pay at the rate of one and one-half times the average hourly rate (Formula B) when called to duty in the following emergencies: emergency recall, strike team deployments, off duty meetings and training.

Employees represented by TFFA qualify for the Section 7(k) partial overtime exemption under the FLSA. The parties use a 24-day FLSA work period for purposes of calculated time worked and overtime.

B. Overtime Definition and Computation

1. Firefighters, Fire Engineers, Fire Captains, and Senior Fire Inspectors assigned to 24-hour shift duty shall receive overtime pay at time and one-half (1½) computed at their monthly salary for those hours worked in excess of regularly scheduled shifts.
2. Firefighters, Fire Engineers, Fire Captains, and Senior Fire Inspectors are assigned to work one hundred and eighty two (182) hours in a twenty four (24) day pay cycle. Employees in theses classifications who work more than 182 hours during a pay cycle, shall be paid 1½ for all hours worked in excess of 182 hours worked in the 24-day pay cycle. Paid time off shall be counted as time worked when calculating this overtime pay.
3. Non-Suppression personnel shall receive overtime pay at 1½ computed at their monthly salary for all hours worked in excess of forty (40) hours per week. Paid time off shall be counted as time worked when calculating this overtime pay.
4. All overtime shall be paid to the nearest one tenth (1/10) hour worked where no minimum is authorized.

C. All paid time off shall be counted as time worked when calculating FLSA over time.

D. Computation

1. Overtime shall be computed for actual time worked except as specified below.
2. An employee called out other than during regular working hours for emergency work shall be compensated therefore at the regular overtime rate for a minimum of four hours.
3. An employee required to appear in court, or placed on call at the station in the performance of his/her duties shall be compensated at the regular overtime hourly rate for a minimum of three hours or on actual time spent in court inclusive of the court's lunch break if required to report back to court following lunch. If on duty hours are contiguous to the three hour minimum, the employee shall only be compensated for actual hours spent in court under Formula B.
4. An employee called out other than during regular working hours for non-emergency work shall be compensated at the regular overtime rate for a minimum of 2 hours.
5. An employee placed on call at home for a court appearance shall be compensated at straight time on an hour for hour basis based on Formula B (exclusive of one hour scheduled for lunch for full day scheduling).

E. Other Overtime Provisions

1. No unscheduled overtime shall be permitted to be worked without approval of the Department.
2. Overtime generated as the result of a member's normal and expected participation in departmental emergency activity which extends beyond the normal shift relief hour does not need prior approval.
3. All Safety Personnel may agree to relieve employees on the previous shift prior to their scheduled starting times. Such practice is not required by the city. The practice of early relief will not work to increase the employees hours worked under the FLSA.
4. Trading Time
   The practice of trading time in accordance with departmental regulations will have no effect on hours of work provided.

   a. The trading of time is done voluntarily by the participating employees; and
   b. The reasons for trading time is due to the employees desire or need to attend to personal matters; and
   c. An electronic record is provided to the City by the employee whose shift is being worked by another employee so that the City may maintain a record of all shift trades; and

d. The period during which time is traded does not extend beyond the calendar year. Thus, both employees must complete the trade (work for each other) within 6 months of the date of the trade.

5. Compensatory Time

a. Employees may elect to accrue compensatory time off in-lieu of pay for constant staffing-qualified relief hours and/or overtime up to a maximum of 144 hours, i.e., 96 hours of overtime worked accrued at time and one-half (1½). The 144 hours must be cashed down to 72 hours each year at the first pay period in November.
b. The taking of compensatory time off by 40 hour safety personnel shall be adjusted using a 1.4 conversion factor.
c. The Fire Chief has the discretion to grant earned compensatory time in increments of less than 24 hours.
d. Compensatory time shall not be deemed a benefit, nor shall it be used to extend Industrial Injury Leave or extend time to retirement.
e. Time will be accrued at a rate of one and one-half hour for each constant staffing-qualified relief hour worked.
f. Request for compensatory leave may be entered in Telestaff a minimum of 24 hours and a maximum of 30 days in advance. The request will not be eligible for approval until 18 days before the opening.
g. Members may request up to 108 consecutive hours of compensatory leave.
h. Compensatory leave may be taken for full shifts (24 hours) or partial shifts of twelve (12) hours or less.
i. One safety employee will be permitted use of compensatory time off per shift (24-hour shift) which may result in another member being held over or ordered in. Compensatory time off above one request per shift shall be granted if a voluntary safety employee is available to cover the open shift(s).
j. Members must provide a qualified relief with the same specialty for all partial shift compensatory leave. Replacement must be paid constant staffing and may not convert time worked to compensatory time.
k. Employees may cash out compensatory time anytime on a form provided on Department computers.
l. Suppression personnel may not use compensatory leave time on New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

SECTION 4.3 HOLIDAYS

A. The following days shall be considered holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Admission Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day and such holidays as may be specifically designated by the City.

B. Members in the following classes shall accrue (into a holiday pay bank) eight hours pay (Formula B from Section 2.3) for each holiday:
- Fire Fighter
- Fire Engineer
- Fire Captain

Such pay shall be considered earned income for retirement purposes.

C. Holiday pay for Members will automatically be cashed out by the end of each calendar year. An employee may elect to cash out or defer this holiday pay bank quarterly.

For quarterly cash-out, a form is to be submitted to Finance by March 1, June 1, and/or September 1. Mandatory cash-out of accrued balance as of last pay period in November will be paid by December 10, unless an election to defer is received.

D. Observance of Holidays

1. Members assigned to a platoon schedule will work their normal schedule during holidays.

2. Members assigned to a 40-hour work schedule will observe the holiday when it falls on a scheduled work day, except July 4th when they shall work their scheduled shift. Members assigned to a 40-hour work schedule shall not volunteer or be subject to order-in for constant staffing on a holiday that falls on a scheduled work day.

E. Effects of Sick Leave

1. Members assigned to 24 hour shifts who are sick on their last regularly scheduled work day prior to a holiday or the holiday will not be entitled to holiday pay. Members will have 11.2 hours deducted from their holiday hours accrual.

2. Members assigned to 24 hour shifts that are sick on a holiday for which they are regularly scheduled to work shall have 12.8 hours of their accrued sick leave deducted from their account in addition to the loss of 11.2 hours of holiday pay, for a total reduction of 24 hours.

3. Members as stated in subsection (E-1) may become eligible for holiday pay provided that they notify the department no later than 45 minutes prior to the start of the shift or the holiday that they are available to work.

4. Members who call in sick on a holiday will not be allowed to notify the department later in the day that they are able to work in order to regain eligibility for holiday pay.

ARTICLE 5 - BENEFITS

SECTION 5.1 EMPLOYEE INSURANCE

A. Health Insurance
Effective January 1, 2009, the City shall pay $101.00 per month per employee toward medical insurance. The $101.00 employer contribution will apply only toward the health insurance premium of one of the authorized PERS health insurance plans. If the employee does not participate in the PERS insurance plans, the $101.00 cannot be used for any other purpose. Effective January 1, 2010 the amount shall increase to the PERS mandated amount, if above $101.

B. 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.

Health Insurance effective January 1, 2011:

	1 Party	2 Party	3 Party
PERS Mandated Amount	By Statute or minimum of $101.00, whichever is greater	By Statute or minimum of $101.00, whichever is greater	By Statute or minimum of $101.00, whichever is greater
City Cafeteria Contribution	Total- PERS Mandated Amount	Total- PERS Mandated Amount	Total- PERS Mandated Amount
Totals	$499.36	$974.61	$1256.60
Any amount remaining may be used to offset family dental or towards two-party or family vision.			

Any amount remaining may be used to offset family dental or towards two-party or family vision. 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 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 $227.50. Accordingly, employees hired before January 1, 2010 shall receive cash back for any amount up to $227.50 not used for medical, vision or dental insurance. Employees hired after January 1, 2010 will only have the option of single, two-party, and family health insurance coverage. An employee will receive $101 per month cash back if he or she shows proof of medical coverage from an outside source and does not utilize City provided health insurance.

C. The City shall continue payment as provided for above in Subsections A and/or B during an authorized medical leave of absence for a period not to exceed twelve months for any employee covered by this agreement.

D. If an employee receives cash in-lieu of selecting a health insurance plan, such amount shall be reported as earned income for tax purposes but shall not be deemed earned income for retirement purposes as delineated in a letter from the U.S. Internal Revenue Service dated June 16, 1982. It is the understanding of the parties that dollars distributed to the employee as cash in this manner shall not be construed as earned income for PERS purposes.

Any change in this assumption shall require a payment by the using employee of both the employee's and the employer's share of any such liability from the inception of this program.

E. Annuitant/Retiree health

For the purposes of this section, annuitant/retiree shall be defined as a TFFA member who has retired from the City of Torrance through a service, industrial, or non-industrial disability retirement and who starts collecting his/her pension within 120 days of separating from the City of Torrance.

1. Annuitant:
   The City shall allocate $130.50 per month above the PERS minimum employer contribution per annuitant who participates in PERS health insurance.

2. Retiree health for retirees not In PERS medical allowance:
   Retirees or surviving spouses who do not participate in the PERS insurance plan will receive $146.50 per month toward the health insurance premium. This amount is subject to the method of payment and the method and degree of any audits required by the City.

F. Long Term Disability:

The City shall pay $16 per month per employee to the Torrance Fire Fighters Association for long term disability protection of all members covered by this agreement. Torrance Fire Fighters Association shall be responsible to forward these funds to the California Professional Firefighters Association Long Term Disability program.

G. Dental Insurance:

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, additional insurance may be purchased and paid for by the employee.

H. Vision Insurance

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

I. The City will provide a $50,000 life insurance policy for each employee covered under this agreement.

J. The parties agree to establish a mandatory wellness program during the life of TFFA's contract. A committee will be formed to study and develop the program. The Committee will consist of two TFFA members, two Administrative Staff, and the Administrative Battalion Chief. Members will be selected by the Administrative Battalion Chief.

SECTION 5.2 RETIREMENT

Safety Employees

A. The City is in PERS and contracts with PERS to provide the 3% @ 50 retirement formula set forth at Government Code § 21632.2.

B. The City shall pay the employee's 9% contribution to PERS for safety employees of Torrance Fire Fighters Association pursuant to California Government Code § 20691.

C. The nine percent (9%) paid by the City shall be considered as employer-paid member contributions (EPMC) in accordance with Government Code § 20-023 20636(c)(4).

D. Safety employees hired on or after March 8, 2011 shall pay the 9% Employer Paid Member Contribution (EPMC).
1. Section 5.2 (C) would not longer be applicable.

E. The City's contract with PERS includes the increase in Non-Industrial Disability Retirement Allowance in accordance with Government Code 21427.

F. The City is under contract with PERS contract to provide level 4 coverage under the 1959 Survivor's Benefit for local fire members pursuant to Government Code section 21574.

SECTION 5.3 UNIFORMS

A. Uniform Allowance

The City shall pay a uniform allowance of $150 per year for all fire safety employees in the following classifications:

- Fire Fighter
- Fire Engineer
- Senior Fire Inspector
- Fire Captain

Such pay shall be considered earned income for retirement purposes.

This uniform allowance shall be paid on a semi-annual basis, during June and December of each year.

B. A safety employee who fails to comply with established departmental uniform requirements shall be subject to disciplinary action.

C. The City will supply all safety equipment as required by OSHA. This includes Workrite pants and shirts for safety employees. The City will continue to exchange worn and tattered Nomex Workrite shirt and pants so that work uniforms are serviceable at all times.

D. New safety employees will receive 2 Nomex Workrite shirts and pants upon hire and 2 additional Nomex Workrite shirts and pants upon assignment to a fire station.

E. All safety employees shall be required to purchase and maintain a dress uniform as outlined in accordance with the Department's Standard Operating Guide – *Uniform Policy*.

SECTION 5.4 DEFERRED COMPENSATION PLANS

A. Deferred Compensation Program: Employees covered under this MOU will be eligible to participate in a 457 Plan and a 401a Plan. Rules of these plans are contained in applicable Law as well as the City's Plan documents on file with the City Treasurer.

1. Retiring or separating employees:
   a. Retiring or separating employees must comply with the provision of the PORAC Retiree Medical Trust (Appendix D).

2. Active employees:
   a. Any hours above 800 of sick leave and above 880 of vacation leave as of October 15, shall be automatically deferred to the 401A plan on the first pay period in November. If you do not participate in the 401A plan, this amount will be cashed out. If you wish to defer this amount to your 457 plan, you have to turn in your deferral request to the Finance department no later than October 15.

B. Safety employees who have completed 11 years of service shall receive a City contribution of $63.23 per pay period into a 401a Plan. However, if the employee irrevocably elects not to participate in the 401a Plan at the onset of the plan, the $63.23 will go into the 457 Plan. All new safety employees who were hired after June 30, 2001 are participants in the 401a Plan, and may not opt out of the plan.

C. If State, Federal, or PERS guidelines are changed regarding the employer's contribution to the deferred compensation program, the $63.23 per pay period shall revert to additional health money or a mutually acceptable benefit.

SECTION 5.5 MEDICAL EXAMINATIONS

City-administered medical examinations will be made available every two years for safety employees over 40 years of age, and every four years for safety employees who are under 40 years of age.

In addition, the following medical tests shall be added to this section:

- PSA blood test for employees over 40 (male)
- Mammograms for employees over 40 (female)
- Deductible/co-pay up to $250 for colonoscopy exam for employees over 40
- Hemoglobin A1C test for employees over 30 with strong family history of diabetes.
- OSHA required exams. California Code of Regulations, Title8 CCR §5144(e) Respiratory Protection

The timing for these exams is based on the recommendations of the City doctor or one's personal doctor and the frequency usually increases after 50 years of age. The City does not receive any results of these medical examinations.

ARTICLE 6 - BENEFITS RELATED TO TIME

SECTION 6.1 VACATION

A. Safety employees shall earn vacation as follows:
   1. Commencing with employment at the rate of 10 hours for each month of service.
   2. Commencing with the first day of the 4th year of total service, at the rate of 12 hours per month of service.
   3. Commencing with the first day of the 6th year of total service, at the rate of 14 hours per month of service.
   4. Commencing with the first day of the 8th year of total service, at the rate of 16 hours per month of service.
   5. Commencing with the first day of the 9th year of total service, at the rate of 18 hours per month of service.
   6. Commencing with the first day of the 11th year of total service, at the rate of 24 hours per month of service.

C. Employee Usage of Vacation

   No vacation shall be taken until completion of first year of service without the approval of the Fire Chief or designee.

D. An employee may cash out as much vacation as employee is eligible to accrue that specific year at 100% by giving the City 28 days prior notice on forms provided on the Department computers. Employees so desiring may elect to defer into the 457 plan all or part of the amount of vacation which has been accrued (subject to the maximum deferral permitted by law).

E. Vacation Eligibility

   Vacation shall be earned only while an employee is receiving compensation from or through the City and shall be prorated if an employee is on an unpaid leave of absence. Vacation shall be

used on a time for time basis, for leave with pay for regularly scheduled work hours regardless of compensation rate.

F. If, on November 1 of any year, an employee's vacation accrual is above 880 hours, the employee shall be cashed down to 836 hours at the straight time rate. This will be done during the first pay period of November each year.

G. Effect of Separation

Retiring or separating employees must comply with the provision of the PORAC Retiree Medical Trust (Appendix D).

1. Vacation Taken: Any borrowed vacation (assuming the employee has a negative balance) used by a terminating employee shall be deducted from an employee's final pay.

2. Unused Vacation: Such vacation shall be valued pursuant to Formula A from Section 2.3 at 100% of value for sworn safety personnel. (Earned vacation inclusive of time which would have been earned if used.)

H. An employee who does not have any accrued vacation may borrow up to 120 hours of unearned vacation subject to the approval of the department head. Once an employee starts to earn vacation, it will be credited against the amount borrowed. Thus, an employee with a balance of borrowed vacation will not be able to accrue vacation.

I. Effect of Holidays

When authorized holidays occur during a vacation period, employees covered by this agreement shall be compensated, therefore, at the regular holiday rate.

SECTION 6.2 SICK LEAVE

A. Accrual of Sick Leave

1. Nine hours for each calendar month of service for employees in the classification of Fire Fighter, Fire Engineer, Senior Fire Inspector, and Fire Captain.
2. Any safety employee hired before July 20, 1975 shall receive 12 hours of sick leave each calendar month.

   a. New employees shall be eligible to borrow up to 72 hours of sick leave during the first year of service. This loan shall be repaid as the employee earns sick leave and shall accrue after repayment of sick leave to a maximum of 800 hours total accrued sick leave.

   b. For employees in the 401a plan: Any hours of sick leave which would have been granted but unused over 800 hours shall automatically be converted into the 401a Plan as adopted by the City Council in the plan document entitled *Defined 401a Contribution Plan.* Thereafter, the mandatory cash down will occur on the first pay period of December each year. Cash down shall be at 100%.

      Employees may only defer into the 401a Plan those amounts up to the maximum permitted by law.

      For those employees who do not to participate in the 401a Plan, any cash down can go into a 457 Plan or to cash.

B. Use of Sick Leave

Sick leave shall be used only in case of sickness or disability of the employee or for family sick leave. Sick leave shall be used for all regularly scheduled work on a time-for-time basis regardless of compensation rate. Misuse of sick leave shall be grounds for disciplinary action.

C. Use of Personal Leave

Safety employees may use up to one 24-hour shift of sick leave as personal leave per calendar year.

Safety employees may not use personal leave on New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

D. Notification of Sick and Personal Leave

1. To receive compensation while absent on sick or personal leave, the employee shall notify his or her platoon commander in the manner provided in department rules and regulations.
2. When absence is for more than three consecutive working days or two 24 hour shifts, the employee shall furnish any proof of sickness reasonably required by the City Manager or department head.

E. Family Sick Leave and Bereavement Leave:

1. In the case of serious illness or death of a member of the immediate family, the employee, upon proper notice, may take up to three consecutive work days of sick leave.
2. If a death in the immediate family occurs out of state, the employee upon proper notice, may take up to five consecutive working days for 40 hour personnel, and three 24 hour shifts for suppression personnel of sick leave.
3. Immediate family for the purpose of this section shall be defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchildren, grandparents or grandchildren.
4. Such time shall be deducted from the existing sick leave of the employee.

F. Return from Sick Leave

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

G. Conversion of Sick Leave

1. Employees may elect to convert any sick leave hours exceeding 440 hours into cash or deferred compensation by cashing or deferring those hours. The request must be submitted on a "Request for Conversion" form. Payment will then be made no later than twenty-one (21) calendar days from the date of receipt in the Finance Department as follows:

   Sworn Safety Employee: 100% x hourly rate

   An employee may choose to take sick leave in pay for each hour of sick leave in excess of 440 hours, in days equal to vacation days taken.

Deferral of Accrued Sick Leave:
Upon accrual of 440 hours, employees so desiring may defer all or part of the amount of accumulated sick leave to which they are entitled into the employee's deferred compensation plan (subject to Federal regulations).

2. At time of termination, an employee covered by this agreement must comply with the provision of the PORAC Retiree Medical Trust (Appendix D).

   a. After 1 year of service, each hour of sick leave shall equal:
      Sworn Safety Personnel: 32% x hourly rate

   b. After 10 years of service, each hour of accumulated sick leave shall equal:
      Sworn Safety Personnel: 57% x hourly rate

   c. At retirement after 10 years of service, each hour of accumulated sick leave shall equal:
      Sworn Safety Personnel: 100% x hourly rate

   Note: Hourly Rate as computed (Section 2.2 A) inclusive of earned sick leave as if used.

$$\frac{\text{Balance on Books}}{(1 - \text{biweekly accrual})} = \text{formula for vacation and sick leave cashouts}$$
$$112$$

3. Upon the death of an employee covered by this agreement, regardless of years of service, accumulated sick leave shall be converted to cash and shall be paid to the employee's beneficiary at 100% of each employee's then current hourly rate:

   (Earned sick leave inclusive of time which would have been earned if used.)

$$\frac{\text{Balance on Books}}{(1 - \text{biweekly accrual})} = \text{formula for vacation and sick leave cash outs}$$
$$112$$

4. Such conversion shall be based on Formula A of Section 2.3.

5. Employees covered by this agreement may participate in a catastrophic leave program as described in Appendix B.

SECTION 6.3 INDUSTRIAL INJURY LEAVE

A. In the event that an employee sustains an injury or illness out of and occurring in the course of the employment with the City, the employee shall be entitled to those compensations prescribed by State law and all items of compensation specified in this agreement.

B. Employees on industrial accident leave shall remain under the direction of the City while recuperating from an industrial illness or injury and shall demonstrate concern and cooperation in facilitating a timely recovery.

C. Employees shall follow medical direction and advice rendered and shall remain readily available for further direction and/or consultation regarding their treatment and industrial accident claims. Lengthy absences from home for other than prescribed treatment must be previously authorized by the Fire Chief or designee. Such absences shall be granted only when the Fire Chief or designee believes that the activity will not perceivably deter recovery or otherwise aggravate the injury or illness under treatment.

D. A failure to adhere to the rules governing industrial accident leaves may result in disciplinary action against the employee.

E. The City and TFFA jointly indicate their concern for the proper use of industrial accident leave. Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.

F. No Federal or State taxes shall be deducted from Safety employees' pay checks when an employee is on industrial accident leave (this shall be subject to modification if required by future IRS rulings).

SECTION 6.4 JURY DUTY

Any employee covered by this agreement who is duly summoned to attend any court, during the time regularly required for the office or employment, for the purpose of jury service, shall be entitled, while so engaged and actually serving, to the regular compensation, provided that employee deposits the jury service fees other than for mileage reimbursement pursuant to the provisions of Administrative Rules, provided, however, that such shall be allowed to an employee only for the minimum time required by law. The employee shall be credited for the regular work schedule.

SECTION 6.5 LEAVES OF ABSENCE

A. Request:

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

B. Authorization:

1. The Fire Chief or designee may authorize such a request for up to five working days.
2. A request for more than five working days or two shifts for suppression personnel shall be subject to the recommendation of the Fire Chief or designee and the approval of the City Manager.
3. No leave or combination of leaves, paid or unpaid, related to a single injury or illness shall be granted for more than a total of 12 months.
4. An employee must have completed six months of permanent employment before being eligible for consideration of a medical leave of absence of more than 30 days.

C. Refusal of Leave

The department head or the City Manager may refuse leave of absence request if such a leave is contrary to the good of the City. A leave of absence for medical evidence shall not be unreasonably denied except where there is no probability of return to work by the employee; or where the employee has exhausted the maximum leave of absence. Where the leave is refused, the employee must return to work or be terminated. The burden of medical evidence 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 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 or class of position as occupied when the leave of absence was granted.

F. Military Leave:

A leave of absence for military employment shall 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 the City services 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, shall be entitled upon completion of the following conditions to receive the rate of compensation at the step, including longevity, to which employee would have been entitled had the service with the City not been interrupted by such Federal Service.

1. Employee makes a written application to the City as provided by Federal law 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

   Employee establishes to the reasonable satisfaction of the City that the employee is qualified to perform the duties of such position.

G. 50% Medical Leave

A full time employee on medical leave may request the use of 50% medical leave. During 50% medical leave, an employee will use his/her sick leave and/or vacation at one-half of the normal rate.

During this period of time, health insurance will continue only if the City was paying for the benefit prior to the "50% Medical leave" request. In addition, the City will pay the employers contribution to PERS based on 50% of the salary rate. Finally, the employee will continue to accrue department seniority while on this program.

ARTICLE 7 - WORKING CONDITIONS

SECTION 7.1 HOURS OF WORK

A. Safety employees in the classification of Fire Fighter, Fire Engineer, and Fire Captain, other than those specified in subsection B below, shall normally work a 48/96 work schedule averaging 56-hour work week. This will be on a 24-hour shift basis and on a 24-day FLSA work period. The work period shall begin at 8:00 a.m. after twenty four 24-hour shifts have been worked.

B. Safety employees assigned by the department head to the Administrative Division, Hazardous Materials Administrative Division, or Fire Prevention Division shall work an average of 40 hours per week on a schedule convenient to the Fire Department and approved by the department head. The Fire Chief has the discretion to implement an alternative work schedule for employees

who do not work the 24-hour platoon schedule. Employees assigned to a 4/10 schedule at the time of the signing of this agreement shall continue to work a 4/10 schedule. Employees assigned to a 4/10 schedule at the time of the signing of this agreement may voluntarily switch to a 9/80 schedule. The decision to voluntarily switch to the 9/80 schedule is irrevocable.

All employees assigned to the Administrative Division, Hazardous Materials Administrative Division, or Fire Prevention Division after the signing of this agreement will work a 9/80 schedule.

C. 40-hour Fire Safety employees shall be on the same 24-day FLSA work period as Fire Safety employees on the 56-hour work week. Forty-hour Fire Safety employees shall be paid five hours of FLSA pay (ten hours at half time) to make the FLSA pay, i.e., the half time portion of the overtime hours between 182 (the overtime threshold) and 192 (the regularly schedule hours for employees assigned the average of 56 hours per week) they receive comparable to those of the personnel on the 56-hour work week.

D. 48/96 Work Schedule

The 48/96 work schedule provides that operation employees shall work two (2) consecutive 24-hour shifts, and then be off for four days in a row unless the employee is working an overtime shift.

1. The on-duty days for each shift shall be the same schedule used by the other four Area G fire departments.

2. Full constant staffing shifts shall be for 24 hours periods.

3. Line up at each station shall be held daily at 0800 hours. Breakfast, including clean up, shall be completed before line up (emergency incidents exempted).

4. The department will continue to make every reasonable effort (attempt to call everyone qualified and available to fill a vacancy per constant staffing rules) to hire employees to maintain the current level of constant staffing. I f staffing levels cannot be reached the Department may temporarily reduce staffing. This shall not change the intent of the constant staffing rules.

5. At any time during a major emergency or disaster the Fire Chief has the right to change schedules to meet the needs of the emergency.

ARTICLE 8 - CONDITIONS OF EMPLOYMENT

SECTION 8.1 REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for advancement within salary ranges for vacation, longevity pay and deferred compensation shall be based on the anniversary date of the required years of continuous service as a regular employee of the City of Torrance or total service as a regular employee with the Torrance Fire Department, whichever provides the longer term of service.

A. Authorized leaves of absence without pay of less than 15 calendar days and leaves with pay shall not interrupt continuous service nor be deducted from total service.

B. Authorized leaves of absence without pay in excess of 14 calendar days, except for extended military leave, shall be deducted in computing total service but shall not serve to interrupt continuous service.

C. Any unauthorized leave in excess of three working days or shifts in any calendar month shall be deducted from total service and may, at the discretion of the City Manager, interrupt continuity of service and may be grounds for disciplinary action. (Any time not worked during such unauthorized leave shall automatically be docked and not paid.)

SECTION 8.2 FITNESS FOR DUTY

Management reserves the right to send employees for a fitness for duty evaluation. Where the City's doctor finds an employee unfit to perform his or her regular duties, management shall explore available options, including but not limited to, rehabilitation, reassignment and/or retirement.

SECTION 8.3 NO SMOKING REQUIREMENT

Safety employees hired after July 2, 1989, shall be restricted from smoking both on duty and off duty. This restriction shall be maintained throughout the employee's tenure with the Torrance Fire Department as condition of employment.

SECTION 8.4 EMERGENCY MEDICAL TECHNICIAN I

As a condition of employment, all safety employees shall obtain and maintain a State of California EMT-1 certificate, prior to completion of their probationary year. If the EMT-I certification is lost, within six months of loss, the employee will have to become recertified. The City will provide appropriate in-house training and will continue an on-going in-house training program for re-certification of EMT-1.

SECTION 8.5 NONDISCRIMINATION, EQUAL OPPORTUNITY, AND SEXUAL HARASSMENT

A. The City and the Torrance Fire Fighters Association support the concept of equal employment opportunity.

B. Neither the City nor Torrance Fire Fighters Association shall discriminate on the basis of age, sex, gender, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union affiliation, or political affiliation, and any other protected classification subsequently recognized by the law.

C. The City and Torrance Fire Fighters Association agree that they will work to ensure a working environment free of discriminatory harassment.

D. This section is expressly non-grievable. Any violation will be redressed through the City Non-Discrimination Policy.

SECTION 8.6 OUTSIDE EMPLOYMENT

Employees with an industrial injury shall report outside employment to the Risk Management Division of the Human Resources Department, as required by law.

SECTION 8.7 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.
3. Management will meet and consult with the representatives of TFFA over alternative courses of action to avoid such layoff.
4. Notice of actual layoff shall be given no less than 14 days, if possible, but at least 72 hours before the date of implementation. Such shall include:
   a. Classification where layoff is to occur;
   b. Seniority list by total class seniority of employees in the effected class;
   c. List of current permanent vacancies in all classes represented by TFFA;
   d. Separate notice to any employee in the class who has two or more below standard ratings within the preceding three years.

B. Order of Layoff

1. Employees who have two or more below standard ratings within the preceding three years shall be laid off first;
2. Next layoff shall occur on the basis of class seniority, the least senior employee, based on total continuous employment in the class, shall be laid off first, and any subsequent layoff shall proceed to the next least senior employee;

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 shall be to a class of previous standing;
2. If the voluntary reduction causes a layoff in the lower class such layoff shall follow the provisions of this section.

D. Recall: Employees who 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 the 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). The individual shall still be required to meet the minimum standards for the class.

SECTION 8.8 EXEMPTION RE: ANTI-NEPOTISM RULE

Pursuant to Torrance Municipal Code § 14.1.40, appointments to classified positions in the Fire Department are excluded from operation of the anti-nepotism ordinance.

SECTION 8.9 PROBATIONARY PERIOD

For all classifications covered by this agreement, there shall be a one year probationary period for original and promotional appointments. An employee who is rejected from probation after being promoted is entitled to his/her previous position. 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 8.10 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 one year.

C. Inactive status shall qualify a past employee to be certified as a name in addition to the three open eligibles for a vacant position in the classification from which employee was terminated.

D. No employee benefits shall accrue during such inactive status and the employee shall have a break in continuous employment.

SECTION 8.11 MANAGEMENT RIGHTS

The City shall have the exclusive right to determine the mission of each of its departments, commissions, boards and agencies, set levels of services to be performed, direct its employees, 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.

ARTICLE 9 - SECURITY PROVISIONS

SECTION 9.1 SECURITY CLAUSE

An employee within the Fire Safety Representation Unit for which Torrance Fire Fighters Association, Local 1138, IAFF, has been certified as a recognized employee organization shall not later than six months from the beginning date of employment with the City:

A. Become member in good standing and pay full union dues of the Torrance Fire Fighters, Local 1138, and remain such during the effective life of this agreement, or

B. Commence payment to said recognized employee organization a monthly service fee equal to 3/4 of the monthly dues of said employee organization to reimburse said organization for the costs incident to its representation of the specified units.

C. Any new employee who has initially agreed to pay a service fee instead of becoming a member of the Fire Fighters Association, Local 1138, and subsequently desires to become a member in good standing, of said organization, and duly elected in by such organization, may without penalty commence payment of full union dues beginning with the next payroll period.

D. The Torrance Fire Fighters Association, Local 1138, IAFF hereby agrees to defend the City and bear all legal costs arising out of any actions relating to the security provisions of this agreement.

SECTION 9.2 DUES CHECKOFF

TFFA is authorized to use payroll deductions for collecting employee organization dues pursuant to appropriate Finance Department procedures.

SECTION 9.3 JOB ACTION

A. The Torrance Fire Fighters Association and its members agree that during the term of this agreement there shall be no strike, slowdown, blue flu or other concerted job action.

B. In the event of an unauthorized job action, the City agrees that there will be no liability on the part of the Torrance Fire Fighters Association provided the employee organization promptly and publicly disavows such unauthorized action; orders the employees to return to work and attempts to bring about a prompt resumption of normal operations; and provided further that the employee organization notifies the City in writing within 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.

SECTION 9.4 EMPLOYEE RELATIONS LEAVE

An amount equal to 22 work shifts (528 hours) per fiscal year shall be available for employees to participate in Employee Relations leave outside the city. Upon approval of the Fire Chief, that amount may be raised to 25 shifts.

The City will track these costs, and any amount requested over this amount may be taken, but employees will use accrued leave time or attend meetings or conferences without pay. Unused hours from the previous year can be carried over and will be used first in subsequent years; however, maximum shifts used in any one year can never exceed 30 shifts. The three discretionary shifts subject to approval by the Fire Chief cannot be carried over.

Employees on Employee Relations leave shall not be negatively impacted in regard to the computation of actual hours worked for FLSA purposes. The employee shall be credited for the regular work performed.

SECTION 9.5 SLEEPING QUARTERS AND LINEN

There shall be provided sleeping quarters and beds in the several fire stations for use of members of the Fire Department on duty.

A. New safety employees shall be issued the following bedding items:

One Pillow	One Bed Pad
Two Pillowcases	Four Sheets
Two Blankets	

These bedding items shall become the property of and be laundered, maintained and replaced as required by the employee thereafter at no cost to the City.

SECTION 9.6 HIRING OF NEW EMPLOYEES

Prior to assignment, probationary Firefighters will have completed a Department approved training program equivalent to NFPA 1001 and California State Fire Marshall Fire Fighter I standards. An approved training program will have:

1. Training under direct supervision of instructor(s) who are current safety employee(s) of the Torrance Fire Department.
2. The majority of instruction to be conducted within the City of Torrance.
3. The work schedule shall be a 40-hour schedule for those instructors governed by this MOU. Such instructors shall be compensated the same as those employees permanently assigned to a 40-hour schedule.

ARTICLE 10 - GRIEVANCES

SECTION 10.1 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 affecting the employee's wages, hours and working conditions.

SECTION 10.2 SCOPE OF GRIEVANCE PROCEDURE

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

SECTION 10.3 THE GRIEVANCE PROCEDURE

A. First Step: Management Level

1. The aggrieved employee(s) shall request to meet with the on-duty Fire Battalion Chief stating that he/she has a grievance. The request to meet with the Fire Battalion Chief shall be through the chain of command.

2. The grievance shall be presented in writing on forms provided by the City. The first section of the form must be completed fully by the employee or representative. If the grievant fails to set forth with specificity the rule, policy, practice or procedure violation, the facts which support the alleged violation, the time the alleged violation occurred and the remedy sought, the grievance will be rejected and cannot be processed further.

3. The Fire Battalion Chief may ask the Fire Division Chief or another Fire Battalion Chief to participate.

4. If a grievance is not resolved by the end of the fifth full working day after being received by the Fire Battalion Chief, the employee may within 15 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 his/her representative(s) shall meet and consult with the employee's department head, or the 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 third full working day after being received by the department head, the employee may within 15 working days appeal in writing to the City Manager to Arbitration.

C Third Step: City Manager Level

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

2. The City Manager may require the department head to be present at such conference.

3. If grievance is not satisfactorily resolved by the end of the fifth full working day after being received by the City Manager, the employee may appeal in writing within 10 working days to the City Manager for binding arbitration. If the employee fails to appeal, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

D. Fourth Step: Arbitration

1. As soon as it is possible, and in no case later than 10 business days after receipt of an appeal, the City Manager or the City Manager's designee shall request a list of seven names from the American Arbitration Association (AAA).

2. Representatives of Management and the grievant will select an arbitrator within three working days from receipt of the list. If agreement cannot be reached from among these names, each of the parties shall strike names from the list in rotation until only one name remains. Priority in striking shall be decided by the flip of a coin.

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

SECTION 10.4 GENERAL GRIEVANCE PROVISIONS

A. All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or the representative(s) and the Management representative involved. All extensions must be done in writing.

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

C. Cost of the arbitrator shall be equally shared by the City and the grieving party.

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. Employees are assured freedom from reprisal for using this grievance procedure.

G. 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.

H. All parties participating in the grievance process shall be required to produce truthful information.

I. 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.

J. If the City fails to respond within the time lines as set forth above, or in good faith the grievant may proceed automatically to the next step.

ARTICLE 11 - EFFECTIVE DATES

SECTION 11.1 PROVISIONS EFFECTIVE

Unless specified otherwise herein, this agreement shall be effective from the date of its approval by the City Council and until December 31, 2015, unless superseded by a subsequent agreement.

This MOU shall be reopened for further meeting and conferring and may be continued or modified by the consent of both parties.

SECTION III SEVERABILITY

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

Introduced, approved and adopted this ____ day of December 2012.

_____
Mayor of the City of Torrance

ATTEST:

_____
City Clerk of the City of Torrance

APPROVED AS FORM:

JOHN FELLOWS
CITY ATTORNEY

By _____
Patrick Q. Sullivan
Assistant City Attorney

APPENDIX A
EXAMINATIONS FOR PREMIUM POSITIONS

A. GENERAL

1. Assignment to premium pay positions shall be made from appropriate assignment lists established by competitive selection.

2. Assignment lists will expire at the end of two years from date of establishment.

3. Unless otherwise indicated, the selection process shall consist of a written portion and an oral evaluation portion.

4. The written portion shall be weighted at 40% and the oral portion at 60%.

5. A passing grade must be achieved in each portion of the selection process.

6. The entire selection process shall be conducted by the Civil Service Commission, with monitoring by the Fire Department and the employee representation unit.

7. The scope of the examinations may include existing codes and ordinances, recommended good practices, technical knowledge of the job subject, departmental rules and practices, related skills, self-expression, personal records, educational achievements, personal appearance, and the ability to exercise good judgment under adverse conditions.

8. Wherever practical, the written portion of the examination shall be multiple choice type questions.

9. Oral raters from outside agencies may be utilized in order to gain expertise for certain positions where deemed necessary by the Fire Chief.

10. Members of the oral boards shall be appointed by the Fire Chief.

11. In the event that less than three (3) applications are received for any one of those premium positions normally filled from an eligibility list developed through a written and oral selection process as described in the Appendix, assignments shall be made by the Department Head based upon a review of employee applications and/or employment records. The decision of the Department Head is final and is not grievable.

B. PARAMEDICS

1. Assignments to premium pay positions for paramedics is dependent upon their certification upon completion of a training period conducted by an outside authorized agency.

2. The selection of paramedic trainees will be conducted in the manner outlined in the general provisions.

C. TILLER OPERATORS

1. The eligibility list for certified tiller operators shall be established through a practical examination concerning the operation of the Tiller and related duties.

D. HAZARDOUS MATERIALS RESPONSE TEAM

1. The selection process for hazardous materials response team assignment may include a practical examination.

E. TEMPORARY STAFF ASSIGNMENTS

1. Employees assigned to temporary staff assignments shall be assigned by the Fire Chief.

2. The justification of assignments shall be based solely upon the judgment of the Fire Chief.

F. MAINTENANCE OF ELIGIBILITY LISTS

Development of a required eligibility list for a premium pay position will be initiated 90 days prior to an anticipated vacancy in such a position.

APPENDIX B
CATASTROPHIC LEAVE PROGRAM
(REVISED)

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, step children, and registered domestic partner.

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 paperwork[1] must be submitted to the Human Resources Department. It should include the nature of the illness 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.

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

5. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one year period, as is allowed by the Family and Medical Leave Act.

6. Employees must exhaust all accrued leave hours (vacation, sick leave, etc.) prior to using any donated hours.

7. Employees will not accrue vacation, sick leave, or service time while using donated hours.

8. Donated hours may not be converted to cash ("cashed down").

9. The catastrophic leave bank will be closed and no further donations will be accepted under the following conditions:
   - The ill/injured employee returns to work full time, or
   - The 12 weeks of Family Leave have been exhausted, or
   - The ongoing, intermittent treatment program has been completed.

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

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

Procedures / Guidelines for Donating Hours

1. Employees who wish to donate eligible leave hours must complete a Catastrophic Leave Bank Transfer Authorization form.

2. Donation of Catastrophic Leave hours are made on a voluntary basis.

3. All donated time must be in increments of one hour or more.

4. Donation 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.

APPENDIX C
FIRE FIGHTERS BILL OF RIGHTS

The City agrees to apply government code section 3253 (excluding Section 3253 (e)(1)) during events not involving the performance of his or her official duties except that the sanctions for violations imposed by government code section 3260 shall not apply.

Nothing in this agreement is intended to limit and/or reduce those rights afforded by the Firefighters' Bill of Rights. This agreement is intended to establish rights which at a minimum comply with the Act or provide rights in addition to the Act. Rights provided by that Act shall take precedence in the event that anything in this agreement provides lesser protection than the rights guaranteed by the Act.

The following appeals procedures are adopted by the parties pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement the Policy of the Civil Service Commission Procedural Rules for Disciplinary Hearings.

1. Definitions

   A. The term "firefighter" means an employee who is considered a firefighter under Government Code §3251(a) as well as any firefighter who is a peace officer pursuant to Penal Code §830.37.

      The classifications of employees in this unit who are firefighters are as follows: firefighter, fire engineer, senior fire inspector, and fire captain,

   B. The term "punitive action" means any action defined by Government Code §3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. Appeals Procedures – A firefighter who is subjected to punitive action (other than a written reprimand) shall be entitled to an appeal hearing before the Civil Service Commission which shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

   A. Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§11500, et seq.

      i. Pursuant to Government Code section 3254, subsection (f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.
      ii. The notice shall be prepared and served in conformity with the requirements of Government Code §11500, et seq. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter concurrently with the notice of discipline.

   B. Administrative Law Judge - Pursuant to Government Code §11512, the City has determined that appeals shall continue to be heard by the Civil Service Commission with an administrative law judge presiding at the hearing, pursuant to Government Code §11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Civil Service Commission on matters of law. The Civil Service Commission shall exercise all other powers relating to the conduct of the hearing.

C. Time and Place of Hearing- Pursuant to Government Code §11508, unless otherwise decided by the Civil Service Commission, a hearing shall be conducted at City Hall at a time to be determined by the Civil Service Commission.

D. Notice of the Hearing- Notice of the hearing shall be provided to the parties pursuant to Government Code §11509.

E. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the evidence.

F. The Civil Service Commission shall issue its decision pursuant to Torrance Municipal Code Section 14.47.12. The decision of the Civil Service Commission shall be in writing. Copies of the decision shall be delivered to the parties personally or sent to them by first class mail and accompanied by a proof of service.

G. Unless the decision of the Civil Service Commission is timely appealed to the City Council pursuant to Torrance Municipal Code section 14.47.14, the decision of the Civil Service Commission shall be final.

3. Appeals Procedures – For Written Reprimands

This procedure shall apply only to written reprimands for which firefighters do not receive an appeal hearing pursuant to Subdivision 2 of this procedure above. The Civil Service Commission has no jurisdiction over an appeal pursuant to this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

A. Appeal to the Fire Chief or His/Her Designee

i. A firefighter who receives a written reprimand shall be entitled to appeal the action to the Fire Chief prior to the effective date of the written reprimand. The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.
ii. Notice of Appeal: Within seven (7) calendar days of receipt by a firefighter of notification of a written reprimand, the firefighter shall notify the Fire Chief in writing that he/she intends to appeal the written reprimand. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
iii. The Fire Chief or his/her designee shall act as Reviewer of the appeal. If the Fire Chief or designee cannot act as the Reviewer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or his/her designee shall act as the Reviewer of the appeal. The Reviewer shall have five (5) calendar days from receipt of the request to schedule the review of appeal. The review shall take place within thirty (30) calendar days of the date the firefighter was notified about the written reprimand.
iv. During the review of the appeal the parties may present written materials and oral statements but are not entitled to confront and cross examine witnesses. The Reviewer shall make a determination based on the reasonableness of the reprimand under the totality of the circumstances.
v. Representation: The firefighter may be represented by the representative of his or her choice.

APPENDIX D
PORAC RETIREE MEDICAL TRUST

Collective Bargaining Agreement
Between the City of Torrance
and
the Torrance Fire Fighters Association

Whereas, the Torrance Fire Fighters Association ("TFFA") wishes to enter into a Joinder Agreement with the PORAC Retiree Medical Trust ("Trust") in order that members of the TFFA may become participants in the Medical Expense Reimbursement Plan of the PORAC Retiree Medical Trust ("Plan"); and

Whereas, pursuant to the Joinder Agreement between the TFFA and the Trust, each employee who was hired after January 1, 1973 and who is a member of the TFFA bargaining unit will make the following pre-tax contributions to the Trust:

1. A mandatory, pre-tax employee contribution of $150 per month; and

2. A mandatory employee contribution equal to 100% of the balance of the employee's unpaid accrued sick leave as of the date of his or her separation from service; and

3. A mandatory employee contribution equal to 100% of the balance of the employee's unpaid accrued vacation pay as of the date of his or her separation from service.

Now, therefore, after meeting and conferring in good faith, the City of Torrance ("City") and the TFFA on behalf of itself and its members hereby enter into the following agreement, which is part of the Collective Bargaining Agreement between the City and TFFA, which, if ratified by the members of the Fire Fighters Association, shall be in effect from March 15, 2009 to December 31, 2011:

1. The TFFA hereby acknowledges and agrees that the TFFA has made the decision to sign a Joinder Agreement with the Trust and that this decision has been made independently of the City. The City makes no representations or warranties regarding the Plan or Trust or the ability or willingness of the Plan or Trust to make payments or provide benefits to or on behalf of the members of the TFFA, their dependents, or their beneficiaries now or in the future;

2. The TFFA further acknowledges and agrees that the City has made no representations or warranties regarding and has no involvement in the design, governance, administration, operation, or financing, of the Plan or the Trust and that the City makes no representations or warranties regarding the taxation of contributions to the Trust, the taxation of benefits paid under the terms of the Plan, or the compliance of the Plan and Trust with any state or federal tax laws;

3. The City and the TFFA agree that the City shall withhold the mandatory employee contributions set forth above from the pay of individual employees who are members of the TFFA and remit those contributions to the Trust for the duration of the Collective Bargaining Agreement. Those contributions shall be remitted monthly (in one aggregate check) to the plan administrator, accompanied by a list of contributing employees. Notwithstanding the foregoing, if the Joinder Agreement between the TFFA and the Trust is terminated before the expiration of the Collective Bargaining Agreement, the City's obligation to withhold mandatory employee contributions shall end on the date that the Joinder Agreement is terminated;

4. The City and the TFFA agree that the TFFA has the right, subject to approval of its members according to the TFFA's internal rules, to prospectively modify the amount of the mandatory employee monthly contribution or the percent of the mandatory employee leave contribution during the course of this agreement, so long as the modification is mandatory for all employees covered by this agreement. TFFA must notify the City in writing by June 15 of each year of any change to the above monthly contribution amount and percentage of leave contributions, with such change to become effective on or after the first pay period in July of the applicable year.

5. The City and the TFFA agree that the employee contributions are mandatory deductions from the employee's wages for payments to a health and welfare fund pursuant to a Collective Bargaining Agreement in accordance with California Labor Code section 224. Members who promote out of or transfer out of the TFFA will not be able to contribute to the PORAC Retiree Medical Trust, unless the employee is covered by a Collective Bargaining Agreement which requires contributions to the PORAC Retiree Medical Trust. Any contributions that were made on behalf of such employee will remain in the PORAC Trust and may only be distributed in accordance with the terms and conditions of the Medical Expense Reimbursement Plan of the PORAC Retiree Medical Trust.

6. The City and the TFFA agree that the City has no obligation to contribute any additional monies to the Plan or Trust, that the City will not pay any administrative or other costs associated with the operation of the Plan or Trust; and that the City will not pay any medical benefits associated with the contributions to, the operation of, or the ability or inability of the Plan and Trust to pay benefits;

7. The TFFA agrees that the TFFA will indemnify, defend and hold harmless the City, its employees and agents (collectively, the "Indemnified Parties") from and against any liabilities and expenses, to a maximum total expenditure of $10,000 for defense and indemnification, including all costs, taxes, claims for benefits, attorneys' fees, fines, damages and judgments, in connection with the participation of the TFFA and its members in the Plan and Trust or in connection with the provision of benefits to members or former members of the TFFA.

8. The City and the TFFA agree that mandatory monthly employee contributions to the PORAC Retiree Medical Trust shall be treated as salary for purposes of pension (PERS) calculations to the extent permitted by PERS.

9. This agreement contains the parties' entire agreement and supersedes any prior oral or written agreements between the parties with respect to the participation of TFFA members in the Plan and Trust. There are no representations, agreements, arrangements, or understandings (oral or written) between the TFFA and the City relating to the participation of TFFA members in the Plan and Trust which are not fully expressed in this agreement.