Council Meeting of
November 18, 2008

SUPPLEMENTAL

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: City Manager - Supplemental Material to Item 12D

Staff is re-submitting the City Attorney and City Manager 2008-09 Resolutions due to scrivener's errors noted after publishing of the documents.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By
for Aram Chaparyan
Assistant to the City Manager

CONCUR:

LeRoy J. Jackson
City Manager

Attachments: A) 2008-09 City Attorney Resolution
B) 2008-09 City Manager Resolution

Attachment A

RESOLUTION NO. 2008-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH THE HOURS, WAGES, AND WORKING CONDITIONS FOR THE CITY ATTORNEY EFFECTIVE NOVEMBER 9, 2008.

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

SECTION I

That Resolution No. 2008-90 is amended to remove the City Attorney from the Resolution.

SECTION II

The following compensation procedure for the City Attorney is hereby approved in its entirety to read as follows:

CITY ATTORNEY

2008

ARTICLE 1 - COMPENSATION

SECTION 1.1 METHODS OF COMPENSATION

Compensation shall be determined on an annual basis by the City Council in accordance with the provisions of the Torrance Municipal Code. Effective November 9, 2008, the City Council set the pay point for the City Attorney as $21,601 per month.

SECTION 1.2 LONGEVITY PAY

A. The City Attorney shall receive time in position longevity pay in the following manner:
   1. Beginning with the sixteenth (16th) year in position as City Attorney, three percent (3%) over and above base pay.
   2. Beginning with the twenty first (21st) year in position as City Attorney, five percent (5%) over and above base pay.
   3. Beginning with the twenty sixth (26th) year in position as City Attorney, seven and one-half percent (7.5%) over and above base pay.
   4. Beginning with the thirty first (31st) year in position as City Attorney, ten percent (10%) over and above base pay.

   Longevity pay advancements shall start on the first day of the pay period closest to the anniversary date of the required years of continuous and total employment.

SECTION 1.3 REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for holidays and vacation shall be based upon continuous and total service as a regular employee.

A. Leaves of absence without pay of 10 working days or less, and leaves with pay shall not interrupt continuous service nor be deducted from total service.

B. Leaves of absence without pay in excess of 10 working days, except for extended military leave, shall be deducted in computing total service but shall not serve to interrupt continuous service.

SECTION 1.4 HOURS OF WORK

A. Torrance City Hall will operate on a 9/80 closed schedule with the following hours of operation:

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

ARTICLE 2 - BENEFITS

SECTION 2.1 INSURANCE

A. Medical Insurance **(effective January 1, 2008)**

1. The City shall pay $100.00 per month per employee for active and retired employee health insurance. The $100.00 employer contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the $100.00 cannot be used for any other purpose. This amount may be increased from time to time by statute.

2. Active Employees: In addition to the PERS mandated amount (addressed in the matrix below) active employees shall be provided with an amount which may be used by the employee to pay for approved health insurance plan premiums, dental or vision insurance. The allocation of funds for these purposes are outlined in the matrix below:

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

	No Coverage	1 Party	2 Party	Family
PERS Mandated Amount	$0	$100.00	$100.00	$100.00
City Cafeteria Contribution	$0	$273.98	$647.96	$877.34
Totals	$0	$373.98	$747.96	$972.34
Any amount remaining may be used to offset family dental or towards two-party or family vision.				

B. Medical Insurance **(effective January 1, 2009)**

1. The City shall pay $101.00 per month per employee for active and retired employee health insurance. The $101.00 employer contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the $101.00 cannot be used for any other purpose. This amount may be increased from time to time by statute.

2. Active Employees: In addition to the PERS mandated amount (addressed in the matrix below) active employees shall be provided with an amount which may be used by the employee to pay for approved health insurance plan premiums, dental or vision insurance. The allocation of funds for these purposes are outlined in the matrix below:

Effective January 1, 2009, health insurance premium for City provided health insurance:

	No Coverage	1 Party	2 Party	Family
PERS Mandated Amount	$0	$101.00	$101.00	$101.00
City Cafeteria Contribution	$0	$291.68	$684.36	$919.96
Totals	$0	$392.68	$785.36	$1,020.96
Any amount remaining may be used to offset family dental or towards two-party or family vision.				

C. The City shall cover the City Attorney under a $100,000 accidental and $200,000 term life insurance policy.

D. Long Term Disability Insurance:

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

   a. An employee requesting receipt of such benefits will be decreed on a leave of absence while receiving this long-term disability insurance and shall receive no other benefits.
   b. The maximum of two years shall be for a single or multiple instances subject to the employee restoring such insurance one month for each two months of service.
   c. Payments will commence on the thirty-first day of lost time by insurance warrant issued as specified in the City plan.
   d. Such insurance is subject to administrative rules and shall be at no cost to the employee nor shall it be charged against City contributions to employee insurance.

2. The City Attorney shall qualify for the commercial insurance long-term/short-term disability program and shall be covered as follows:

   a. Two-thirds (2/3) base pay for a period as determined by the insurance carrier, after a 14-day waiting period, up to the limits of the policy.
   b. Eligibility for all provisions of the commercial plan is in accordance with the commercial insurance policy.
   c. An employee requesting receipt of such benefits will be decreed on a leave of absence and shall receive no other benefits except 3.1.A.1 and 3.1.A.2.

E. Dental Insurance - employee plus one dependent coverage will be provided at no cost. This benefit has no cash value if not used.

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

SECTION 2.2 RETIREMENT

A. The City Attorney shall be covered by the miscellaneous retirement plan provided by the City. The City shall pay the employee's contribution to PERS for employees of the Certain Management

Salary Resolution pursuant to the applicable sections of the California Government Code. Such payments shall be reported simply as normal contributions and shall be credited to member accounts. These contributions shall at time of termination belong to the employees. These contributions shall be reported to PERS as compensation as provided by SB 53.

B. 7% paid by the City for miscellaneous retirement shall be considered as employer-paid member contributions (EPMC) in accordance with Government Code Section 20023.

C. The PERS contract shall provide one-year final compensation provisions when calculating retirement benefits for miscellaneous employees.

D. The PERS contract shall provide to miscellaneous members the 2% @ 55 full formula. Miscellaneous members who retire after the effective date of the contract amendment will be subject to this formula.

E. A lump sum death benefit of $5,000 will be paid to beneficiaries of retired members. This benefit will be applicable to deaths occurring after the effective date of the contract amendment.

F. The PERS contract shall provide for the Pre-Retirement Optional Settlement 2 Death Benefit. Under this provision, the spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive a monthly allowance in lieu of the lump sum Basic Death Benefit.

SECTION 2.3 DEFERRED COMPENSATION PLAN

A. The City Attorney is eligible to participate in a 457 and/or 401(a) deferred compensation plan pursuant to this resolution.

B. Plan documents outlining the plans have been adopted by the City Council and are on file in the Office of the City Treasurer.

C. Deferrals in the 457 and 401(a) plans may be up to the limits set by law.

1. If an employee is not participating in the 401(a) plan, the City will match an employee contribution to the 457 plan up to a maximum of 0.5% of base pay per calendar year.
2. For a current employee as of July 1, 2001 who irrevocably elects to participate in the 401(a) plan, the City will match up to a maximum of 0.5% employee contribution placed in the 401(a) plan.
3. An employee hired after July 1, 2001 will irrevocably be a participant in the 401(a) plan per this section.

Note: If state, federal or CalPERS guidelines are changed regarding the employer's contribution to the deferred compensation program, moneys contributed by the employer to the deferred compensation program shall revert to another mutually accepted benefit of equal value.

SECTION 2.4 SICK LEAVE

A. Introduction

1. Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this section.

2. The sick leave benefit should be thought of as an insurance policy; it insures and protects employees from a loss in wages when they are unable to work because of an illness or injury.
3. The City considers good attendance to be a very important part of an employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs.
4. Misuse of sick leave shall be grounds for disciplinary action.

B. Sick Leave Use

The City Attorney shall be granted sick leave for the following reasons:

1. Personal illness or injury
   Medical or dental appointments including preventative care. Employees are encouraged to schedule medical and dental examinations of a non-urgent nature outside of normal working hours. Appointments scheduled during normal working hours constitute sick leave, provided that the employee gives advance notice to the City Council.

   Forced quarantine of the employee that is in accordance with community health regulations.

2. Family illness or injury:
   Illness, injury or medical appointment of a member of the employee's immediate family which requires that employee's presence. Immediate family for the purpose of this section is defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchildren, grandparents or grandchildren.

C. Accrual Rate:

The City Attorney shall be granted six hours of sick leave per month.

D. Conversion of Sick Leave Insurance:

1. The employee may select to convert any sick leave granted but unused over three hundred (300) hours into cash or into the 457 deferred compensation plan at the rate of one hour of pay for each hour of unused sick leave. Requests for such payments or deferral to the 457 plan shall be made before December 1 each year. Payments shall be made no later than 30 days after date of request.

2. During the first full pay period in December, any sick leave in excess of 500 hours on the books as of December 1 will be automatically deferred into the 401(a) plan for employees who have elected to participate in the 401(a) program ("Participating Employees") at the rate of one hour of pay for each hour of unused sick leave.

3. For an employee who has elected not to participate in the 401(a) plan ("Non-Participating Employees") any accrued sick leave in excess of 600 hours on the books as of December 1 shall be converted into cash. Payments shall be made no later than December 31.

4. For a "Participating Employee" in the 401(a) plan at the time of retirement, an employee shall have his/her accumulated sick leave balance deferred into a 401(a) account subject to the plan limits. At retirement, (minimum of age 50 and 5 years of service with the City of Torrance) each hour of accumulated sick leave shall equal 100% hourly rate of base salary. For those employees who are participating in the 401(a) plans, any excess sick leave on the books at the time of retirement will be deposited in the 401(a) plan.

5. For a "Non-Participating Employee" at the time of retirement and for all employees at the time of separation from the City, after the appropriate years of service, an employee shall have his/her accumulated sick leave balance converted into cash or deferred into a 457 account as follows:

   a. After one year of service, each hour of accumulated sick leave shall equal ¼ hour base salary;
   b. After seven years of service, each hour of accumulated sick leave shall equal ½ hour of base salary;
   c. At retirement for non-participating employees, or upon separation of any employee who meets PERS eligibility for retirement, (minimum of age 50 and 5 years of service with the City of Torrance) each hour of accumulated sick leave shall equal 100% hourly rate of base salary.

6. In case of death of an employee, each hour of accumulated sick leave shall equal one hour of salary to be paid to the employee's designated beneficiary.

E. Sick leave standard:

1. Use of sick leave shall not necessarily in and of itself constitute misuse. However, sick leave use not related to a legitimate illness, or injury which exceeds standard usage and/or which has a predictable pattern may initiate a review of sick leave usage.
2. Components of the sick leave standard may include department sick leave utilization average, taking into consideration the number of incidents and the numbers of hours used, patternistic sick leave use, depleted sick leave and/or other elements if established by the City Council.

F. Notification of sickness:

1. To receive compensation while absent on sick leave, the City Attorney shall notify the department and City Council stating the absence.
2. If counseling about sick leave usage has occurred within the preceding twelve (12) months by the City Council, as part of said counseling, the City Attorney may be required to furnish reasonable evidence, including a written statement from a medical professional, to substantiate any request for sick leave of two (2) days or more.
3. City Council may require a written statement from a medical professional without prior counseling where the absence is greater than five (5) consecutive workdays or in cases where there is evidence of violation of the sick leave standard.

G. Return from sick leave:

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

H. Depleted sick leave:

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

I. The City Attorney is eligible to participate in the Catastrophic Leave Program described in Attachment B.

SECTION 2.5 INDUSTRIAL INJURY LEAVE

A. For injuries sustained, the following applies:
In the event the City Attorney sustains an injury or illness out of and occurring in the course of his/her employment with the City, he/she shall be entitled to industrial injury leave as follows:

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

B. An employee on industrial injury leave with pay as a result of an industrial injury shall continue to accrue seniority, and shall receive holidays, accrue vacation and sick leave benefits the same as if he/she had been present for duty.

C. An employee on industrial injury leave shall be under the direction of the City Council subject to medical advice and shall be available at all times unless he/she receives specific permission from the City Council.

D. An employee on industrial injury leave shall inform the city of any current outside employment and/or any such outside employment during the four (4) years immediately prior to such injury. An employee on industrial injury leave shall not enter into any employment or physical activity, as determined by an appropriate physician, which might exacerbate his injury or illness.

SECTION 2.6 ADMINISTRATIVE LEAVE

The City Attorney shall receive eight days of administrative leave per fiscal year. This leave may not be cashed out and is non-accruable.

SECTION 2.7 HOLIDAYS

A. For the purpose of this Resolution, the following days shall be considered holidays with pay:
- New Year's Day
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Last working day prior to Christmas Day
- Christmas Day
- Last working day prior to New Year's Day

B. When a holiday occurs on Saturday, the day immediately preceding will be observed as the holiday. When a holiday occurs on Sunday, the day immediately following will be observed as a

holiday, if a holiday falls on any other scheduled day off, the management employee may, subject to the Mayor's approval, take another day off.

C. A holiday shall be construed as the value of the normal work shift.

SECTION 2.8 HOLIDAYS FOR 9/80 PARTICIPANTS

If a holiday falls on any scheduled day off, the City Attorney shall receive eight (8) hours vacation leave (or eight [8] hours in the case of the days before Christmas Eve and New Years Eve).

SECTION 2.9 VACATION

A. The City Attorney shall earn vacation as follows:
   1. The rate of 9.33 hours per month of service by each regular employee.
   2. Commencing with the 2nd year of service, at the rate of 10 hours per month of employment.
   3. Commencing with the 5th year of service at the rate of 12.67 working hours per month of employment.
   4. Commencing with the 10th year of service, at the rate of 16.02 working hours per month of employment.
   5. Commencing with the 21st year of service, at the rate of 17.34 hours per month of employment.
   6. Commencing with the 25th year of service, at the rate of 18 hours per month of employment.

B. Eligibility:
   Employees shall earn vacation only while receiving compensation from or through the City.

C. Scheduling:
   The time of taking vacation shall be determined by the employee, subject to review by the Mayor.

D. Borrowing:
   The City Attorney may borrow up to 40 hours of unearned vacation subject to the approval of the Mayor. Any borrowed vacation owed by an employee separating service from the City shall be deducted from the employee's final pay.

E. Effect of Separation:
   For Non-Participating Employees of the 401(a) deferred compensation plan, any vacation owed to a separating employee shall be added to the employee's final pay or may be deferred into the 457 deferred plan up to the maximum limits.

F. Effect of Holidays:
   When an authorized holiday occurs during a vacation period, such days shall not be deducted from earned vacation.

G. Vacation accruals over 500 hours which are on the books as of December 1 of each year will be automatically deferred into the 401(a) account by December 31 for "Participating Employees." "Non-Participating Employees" may accrue vacation up to a maximum earned during the preceding 36 months.

H. Pay for Vacation:
   The City Attorney, subject to the Mayor's approval, may select to receive pay in lieu of a specified amount of vacation each fiscal year (28 days prior notice must be given for such a request).

I. Vacation leave is allocated on an hour by hour basis.

J. At the time of retirement, accumulated vacation balance shall be deferred into a 401(a) account for "Participating Employees."

SECTION 2.10 BEREAVEMENT LEAVE

The City Attorney shall be entitled to up to three (3) work shifts of bereavement leave with pay per death of a covered family member. Additional leave, up to two (2) work shifts may be granted due to an out-of-state death, or in the state in excess of 300 miles from the borders of the City of Torrance

A. Such bereavement leave shall apply to a death in the immediate family.

B. Immediate family shall have the same meaning as used with regard to family sick leave. In addition, up to 1 work shift of this leave may be used for a relative not named in the sick leave listing, subject to approval by the Mayor.

C. Such bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused.

SECTION 2.11 VEHICLE ALLOWANCE

A. Car Allowance

1. The City Attorney shall receive a car allowance as specified by the City Council. Such allowance is not intended to cover mileage reimbursement for business trips of over 25 miles each way. Such excess miles (over 50 miles round trip) shall be reimbursed at the City's specified rate.
2. This car allowance is separate from base pay.

SECTION 2.12 JURY DUTY

An individual who is duly summoned to attend any court, during the time regularly required for his office or employment, for the purpose of jury service shall be entitled, while so engaged and actually serving, to this regular compensation, provided that he deposits his jury service fees pursuant to the provisions of Administrative Rules.

SECTION 2.13 REIMBURSABLE EXPENSES

The City shall reimburse costs up to $1500.00 per fiscal year for the City Attorney for the following eligible expenses:

1. Employee medically related purposes such as medical examination and treatment, optical, dental, or prescription drugs; or, family counseling for the management employee or dependent.
2. Tuition or training reimbursement.
3. Acquisition of City compatible computer hardware, software or peripheral equipment.

Any amount remaining from the previous fiscal year shall be carried forward to the following fiscal year, for a maximum of two years. Any expense remaining from the previous fiscal year shall be carried forward for a maximum of three years.

SECTION 2.14 PRO-RATED BENEFITS

Employees who work less than full-time shall receive part-time pro-rated benefits in the following areas:

- Section 2.1 Insurance
- Section 2.4 Sick Leave
- Section 2.6 Administrative leaves
- Section 2.7 Holidays
- Section 2.9 Vacation
- Section 2.10 Bereavement leave
- Section 2.11 Vehicle allowance
- Section 2.13 Reimbursable expenses

ARTICLE 3 - GENERAL PROVISIONS

SECTION 3.1 NONDISCRIMINATION, EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The City and the City Attorney agree that both parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept responsibility for carrying out these provisions.

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 November, 2008.

_____
Mayor Frank Scotto

APPROVED AS TO FORM:
RONALD T. POHL, Assistant City Attorney

ATTEST:

by _____
Ronald T. Pohl, Assistant City Attorney

_____
Sue Herbers, City Clerk

Attachment A

CITY OF TORRANCE
PERSONNEL DEPARTMENT
PROCEDURES AND RULES REGARDING LONG-TERM DISABILITY PLAN AND PARTIAL DISABILITY

I. PURPOSE

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

II. DEFINITIONS

1. "Injury" means bodily injury caused by a non-industrial accident occurring while the employee is employed by the City.

2. "Sickness" means non-industrial sickness or disease causing loss of employment while the individual is employed by the City.

3. "Total Disability" means the substantial inability or physical incapacity of the employee to engage in his/her regular occupation or an occupation of similar compensation as the result of non-industrial sickness or injury.

4. "Partial Disability" means the substantial inability or physical incapacity of the employee to engage, except on a half-time basis, in his/her regular occupation or an occupation of similar compensation as the result of non-industrial sickness or injury.

5. "Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the disability.

III. BENEFITS UNDER THE CITY PROGRAM

1. Total or Partial Disability:

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

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

   The employee shall be eligible for benefits as noted below:

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

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

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

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

2. Recurrent Disability:

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

   b. If the injured employee resumes the duties of his/her regular occupation, for less than a one-year period of time, the following shall apply:
      1. A subsequent disability resulting from the **same cause** shall be considered a continuation of the original incident. The employee shall be eligible for the length of time specified in the Long-Term Disability Benefit section of the Resolution less that amount of time previously utilized for the same incident.
      2. An employee who sustains a subsequent disability resulting from a new cause shall be eligible for one month of benefits for each two months of service worked in the intervening period of time plus any earned time remaining from the initial incident.

   c. The determination as to whether a disability is a new incident or a continuation of an original incident shall be subject to verification by medical authority and appropriate supporting medical documentation.

IV. REDUCTIONS

1. The monthly benefit otherwise provided under this program for any period shall be reduced by any amount received by or due to be received by the employee from the following sources for the same period so that the total combined amount shall not exceed the employee's base pay:

   a. Any State or Federal Government Disability or Retirement plans;
   b. Salary or wages paid by the employer or other employer;
   c. Workers' Compensation or any similar law;
   d. Any total disability and total and permanent disability provisions of any insurance policy; and
   e. Unemployment insurance.

V. TERMINATION OF COVERAGE

1. The coverage of any employee shall terminate on the earliest of the following dates:

   a. The date the program is terminated by mutual agreement of the employee groups and the City of Torrance;
   b.[1] The date the employee leaves or is dismissed from the employment of the employer, retires, or leaves the representation groups covered by the Master Resolution.

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

c. The date of entry of the employee into military service except for temporary duty of 30 days or less.

2. Such termination shall be without prejudice to any pre-existing total disability claim of the employee except as agreed to between the parties in settlement.

VI. EXCLUSIONS

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

Attachment B

CATASTROPHIC LEAVE PROGRAM

Purpose

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

Policy

The Catastrophic Leave Program allows an employee to transfer eligible leave credits (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 an serious health condition which substantially incapacitates an employee or qualifying family member, or which forces the employee or family member to undergo ongoing and lengthy substantial medical treatment. The illness or injury further creates a financial hardship because the employee has or will exhaust all leave time. For the purpose of the Catastrophic Leave Program, qualifying family member shall mean an employee's parents, step parents, spouse, children and stepchildren.

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

Donated hours may be used under the following situations:

- To cover the elimination period before short-term and/or long- term disability benefits began
- 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[2] 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.
5. Employee who are approved for the Catastrophic Leave Program due to a qualifying family members' 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.

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[2] 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).

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

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

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

    Procedures/Guidelines for Donating Hours:

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

Attachment B

RESOLUTION NO. 2008-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH THE HOURS, WAGES, AND WORKING CONDITIONS FOR THE CITY MANAGER EFFECTIVE NOVEMBER 9, 2008.

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

SECTION I

That Resolution No. 2008-90 is amended to remove the City Manager from the Resolution.

SECTION II

The following compensation procedure for the City Manager is hereby approved in its entirety to read as follows:

CITY MANAGER

2008

ARTICLE 1 - COMPENSATION

SECTION 1.1 METHODS OF COMPENSATION

Compensation shall be determined on an annual basis by the City Council in accordance with the provisions of the Torrance Municipal Code. Effective November 9, 2008, the City Council set the pay point for the City Manager as $22,365 per month.

SECTION 1.2 LONGEVITY PAY

A. The City Manager shall be eligible to receive time in position longevity pay based on performance and with City Council's approval in the following manner:

1. Beginning with the twenty-sixth (26th) year in position as City Manager, seven and one-half percent (7.5%) over and above base pay.
2. Beginning with the thirty-first (31st) year in position as City Manager, ten percent (10%) over and above base pay.

Longevity pay advancements shall start on the first day of the pay period closest to the anniversary date of the required years of continuous and total employment.

SECTION 1.3 REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for holidays and vacation shall be based upon continuous and total service as a regular employee.

A. Leaves of absence without pay of 10 working days or less, and leaves with pay shall not interrupt continuous service nor be deducted from total service.

B. Leaves of absence without pay in excess of 10 working days, except for extended military leave, shall be deducted in computing total service but shall not serve to interrupt continuous service.

SECTION 1.4 HOURS OF WORK

A. Torrance City Hall will operate on a 9/80 closed schedule with the following hours of operation:

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

ARTICLE 2 - BENEFITS

SECTION 2.1 INSURANCE

A. Medical Insurance **(effective January 1, 2008)**

1. The City shall pay $100.00 per month per employee for active and retired employee health insurance. The $100.00 employer contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the $100.00 cannot be used for any other purpose. This amount may be increased from time to time by statute.

2. Active Employees: In addition to the PERS mandated amount (addressed in the matrix below) active employees shall be provided with an amount which may be used by the employee to pay for approved health insurance plan premiums, dental or vision insurance. The allocation of funds for these purposes are outlined in the matrix below:

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

	No Coverage	1 Party	2 Party	Family
PERS Mandated Amount	$0	$100.00	$100.00	$100.00
City Cafeteria Contribution	$0	$273.98	$647.96	$877.34
Totals	$0	$373.98	$747.96	$972.34
Any amount remaining may be used to offset family dental or towards two-party or family vision.				

B. Medical Insurance **(effective January 1, 2009)**

1. The City shall pay $101.00 per month per employee for active and retired employee health insurance. The $101.00 employer contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the $101.00 cannot be used for any other purpose. This amount may be increased from time to time by statute.

2. Active Employees: In addition to the PERS mandated amount (addressed in the matrix below) active employees shall be provided with an amount which may be used by the employee to pay for approved health insurance plan premiums, dental or vision insurance. The allocation of funds for these purposes are outlined in the matrix below:

Effective January 1, 2009, health insurance premium for City provided health insurance:

	No Coverage	1 Party	2 Party	Family
PERS Mandated Amount	$0	$101.00	$101.00	$101.00
City Cafeteria Contribution	$0	$291.68	$684.36	$919.96
Totals	$0	$392.68	$785.36	$1,020.96
Any amount remaining may be used to offset family dental or towards two-party or vision.				

C. The City shall cover the City Manager under a $100,000 accidental and $200,000 term life insurance policy.

D. Long Term Disability Insurance:

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

   a. An employee requesting receipt of such benefits will be decreed on a leave of absence while receiving this long-term disability insurance and shall receive no other benefits.
   b. The maximum of two years shall be for a single or multiple instances subject to the employee restoring such insurance one month for each two months of service.
   c. Payments will commence on the thirty-first day of lost time by insurance warrant issued as specified in the City plan.
   d. Such insurance is subject to administrative rules and shall be at no cost to the employee nor shall it be charged against City contributions to employee insurance.

2. The City Manager shall qualify for the commercial insurance long-term/short-term disability program and shall be covered as follows:

   a. Two-thirds (2/3) base pay for a period as determined by the insurance carrier, after a 14-day waiting period, up to the limits of the policy.
   b. Eligibility for all provisions of the commercial plan is in accordance with the commercial insurance policy.
   c. An employee requesting receipt of such benefits will be decreed on a leave of absence and shall receive no other benefits except 2.1.A.1 and 2.1.A.2.

E. Dental Insurance - employee plus one dependent coverage will be provided at no cost. This benefit has no cash value if not used.

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

SECTION 2.2 RETIREMENT

A. The City Manager shall be covered by the miscellaneous retirement plan provided by the City. The City shall pay the employee's contribution to PERS for employees of the Certain Management

Salary Resolution pursuant to the applicable sections of the California Government Code. Such payments shall be reported simply as normal contributions and shall be credited to member accounts. These contributions shall at time of termination belong to the employees. These contributions shall be reported to PERS as compensation as provided by SB 53.

B. 7% paid by the City for miscellaneous retirement shall be considered as employer-paid member contributions (EPMC) in accordance with Government Code Section 20023.

C. The PERS contract shall provide one-year final compensation provisions when calculating retirement benefits for miscellaneous employees.

D. The PERS contract shall provide to miscellaneous members the 2% @ 55 full formula. Miscellaneous members who retire after the effective date of the contract amendment will be subject to this formula.

E. A lump sum death benefit of $5,000 will be paid to beneficiaries of retired members. This benefit will be applicable to deaths occurring after the effective date of the contract amendment.

F. The PERS contract shall provide for the Pre-Retirement Optional Settlement 2 Death Benefit. Under this provision, the spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive a monthly allowance in lieu of the lump sum Basic Death Benefit.

SECTION 2.3 DEFERRED COMPENSATION PLAN

A. The City Manager is eligible to participate in a 457 and/or 401(a) deferred compensation plan pursuant to this resolution.

B. Plan documents outlining the plans have been adopted by the City Council and are on file in the Office of the City Treasurer.

C. Deferrals in the 457 and 401(a) plans may be up to the limits set by law.

1. If an employee is not participating in the 401(a) plan, the City will match an employee contribution to the 457 plan up to a maximum of 0.5% of base pay per calendar year.
2. For a current employee as of July 1, 2001 who irrevocably elects to participate in the 401(a) plan, the City will match up to a maximum of 0.5% employee contribution placed in the 401(a) plan.
3. An employee hired after July 1, 2001 will irrevocably be a participant in the 401(a) plan per this section.

Note: If state, federal or CalPERS guidelines are changed regarding the employer's contribution to the deferred compensation program, moneys contributed by the employer to the deferred compensation program shall revert to another mutually accepted benefit of equal value.

SECTION 2.4 SICK LEAVE

A. Sick Leave - City Manager:

1. The City Manager shall earn sick leave at the rate of six (6) hours per month.
2. There shall be no maximum on the number of hours of unused sick leave that can be accumulated except as provided by the City Charter. Each day of sick leave earned after

reaching the maximum accumulation shall be converted into cash and deposited into a deferred account at the rate of 100% hour salary for each hour of sick leave in lieu of being accrued.

3. Sick leave may be used for personal or family illness.
4. At time of termination after at least seven (7) years of service, each hour of earned unused sick leave shall be converted into cash or deferred income on the basis of ½ hour pay for each hour of unused sick leave; upon retirement such conversion shall be at the rate of 100% hourly rate of pay for each hour of unused sick leave; in case of death, conversion shall be at the rate of one hour of pay for each hour of unused sick leave to be paid to the employee's designated beneficiary.
5. At any time the City Manager cashes out sick leave over 173.3 hours, he may elect to defer that cash-out into the 401A, or 457 deferred plan, in increments of 10% to 100% of the amount cashed out. Upon termination from the City, the City Manager may also elect to defer cash-outs into the 401A or 457 deferred plans.
6. The City Manager shall be covered by a long term disability insurance policy. The premiums shall be paid for by the City and the policy shall provide a 30 day waiting period, 50% compensation during illness after 30 days for 10 years in case of illness, or until age 65 in case of disability caused by accident. The policy shall include a premium refund for non-usage.

    a. If there is a refund of non-used premiums, that refund amount shall be converted to sick leave hours, taking the City Manager's hourly pay rate and dividing that amount into the total refund.
    b. Those sick leave hours can only be used for deferral purposes into the City's 401A or 457 deferred plans. They may not be used for sick pay.
    c. The entire amount of sick leave hours will then be deferred into the 401A or 457 deferred plans.
    d. The City Manager must fill out a form no later than October 15 of each year in order to make this deferral.
    e. The payment into the plan will be made the first pay period in November.

B. Sick leave standard:

1. Use of sick leave shall not necessarily in and of itself constitute misuse. However, sick leave use not related to a legitimate illness, or injury which exceeds standard usage and/or which has a predictable pattern may initiate a review of sick leave usage. If it is determined that an employee has misused their sick leave, the employee shall be notified of any restrictions or requirements to be placed upon the employee's use of sick leave regarding notification or use of other accrued leaves in cases where there is insufficient sick leave available.

2. Components of the sick leave standard may include section/division/department sick leave utilization average, taking into consideration the number of incidents and the numbers of hours used, paternalistic sick leave use, depleted sick leave and/or other elements as reasonably established in the departmental work rules.

C. Notification of sickness:

1. To receive compensation while absent on sick leave, the City Manager shall notify the department and City Council stating the absence.

2. If counseling about sick leave usage has occurred within the preceding twelve (12) months by the City Council, as part of said counseling, the City Manager may be required to furnish

reasonable evidence, including a written statement from a medical professional, to substantiate any request for sick leave of two (2) days or more.

3. City Council may require a written statement from a medical professional without prior counseling where the absence is greater than five (5) consecutive workdays or in cases where there is evidence of violation of the sick leave standard.

D. Return from sick leave:

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

E. Depleted sick leave:

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

F. The City Manager is eligible to participate in the Catastrophic Leave Program described in Attachment B.

SECTION 2.5 INDUSTRIAL INJURY LEAVE

A. For injuries sustained, the following applies:
In the event the City Manager sustains an injury or illness out of and occurring in the course of his/her employment with the City, he/she shall be entitled to industrial injury leave as follows:

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

B. An employee on industrial injury leave with pay as a result of an industrial injury shall continue to accrue seniority, and shall receive holidays, accrue vacation and sick leave benefits the same as if he/she had been present for duty.

C. An employee on industrial injury leave shall be under the direction of the City Council subject to medical advice and shall be available at all times unless he/she receives specific permission from the City Council.

D. An employee on industrial injury leave shall inform the city of any current outside employment and/or any such outside employment during the four (4) years immediately prior to such injury. An employee on industrial injury leave shall not enter into any employment or physical activity, as determined by an appropriate physician, which might exacerbate his injury or illness.

SECTION 2.6 ADMINISTRATIVE LEAVE

The City Manager shall receive four days of administrative leave per fiscal year. This leave may not be cashed out and is non-accruable.

SECTION 2.7 HOLIDAYS

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

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

B. When a holiday occurs on Saturday, the day immediately preceding will be observed as the holiday. When a holiday occurs on Sunday, the day immediately following will be observed as a holiday, if a holiday falls on any other scheduled day off, the management employee may, subject to the Mayor's approval, take another day off.

C. A holiday shall be construed as the value of the normal work shift.

SECTION 2.8 HOLIDAYS FOR 9/80 PARTICIPANTS

If a holiday falls on any scheduled day off, the City Manager shall receive eight (8) hours vacation leave (or eight [8] hours in the case of the days before Christmas Eve and New Years Eve).

SECTION 2.9 VACATION

A. The City Manager shall earn vacation as follows:
   1. The rate of 9.33 hours per month of service by each regular employee.
   2. Commencing with the 2nd year of service, at the rate of 10 hours per month of employment.
   3. Commencing with the 5th year of service at the rate of 12.67 working hours per month of employment.
   4. Commencing with the 10th year of service, at the rate of 16.02 working hours per month of employment.
   5. Commencing with the 21st year of service, at the rate of 17.34 hours per month of employment.
   6. Commencing with the 25th year of service, at the rate of 18 hours per month of employment.

B. Eligibility:
   Employees shall earn vacation only while receiving compensation from or through the City.

C. Scheduling:
   The time of taking vacation shall be determined by the employee, subject to review by the Mayor.

D. Borrowing:
The City Manager may borrow up to 40 hours of unearned vacation subject to the approval of the Mayor. Any borrowed vacation owed by an employee separating service from the City shall be deducted from the employee's final pay.

E. Effect of Separation:
For Non-Participating Employees of the 401(a) deferred compensation plan, any vacation owed to a separating employee shall be added to the employee's final pay or may be deferred into the 457 deferred plan up to the maximum limits.

F. Effect of Holidays:
When an authorized holiday occurs during a vacation period, such days shall not be deducted from earned vacation.

G. Vacation accruals over 500 hours which are on the books as of December 1 of each year will be automatically deferred into the 401(a) account by December 31 for "Participating Employees." "Non-Participating Employees" may accrue vacation up to a maximum earned during the preceding 36 months.

H. Pay for Vacation:
The City Manager, subject to the Mayor's approval, may select to receive pay in lieu of a specified amount of vacation each fiscal year (28 days prior notice must be given for such a request).

I. Vacation leave is allocated on an hour by hour basis.

J. At the time of retirement, accumulated vacation balance shall be deferred into a 401(a) account for "Participating Employees."

SECTION 2.10 BEREAVEMENT LEAVE

Each Management employee shall be entitled to up to three (3) work shifts of bereavement leave with pay per death of a covered family member. Additional leave, up to two (2) work shifts may be granted due to an out-of-state death, or in the state in excess of 300 miles from the borders of the City of Torrance

A. Such bereavement leave shall apply to a death in the immediate family.

B. Immediate family shall have the same meaning as used with regard to family sick leave. In addition, up to 1 work shift of this leave may be used for a relative not named in the sick leave listing, subject to approval by the City Manager for Executive Employees, and by the Department Head and City Manager for Management Employees.

C. Such bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused.

SECTION 2.11 VEHICLE ALLOWANCE

A. Car Allowance

1. The City Manager shall receive a car allowance as specified by the City Council. Such allowance is not intended to cover mileage reimbursement for business trips of over 25 miles

each way. Such excess miles (over 50 miles round trip) shall be reimbursed at the City's specified rate.

2. This car allowance is separate from base pay.

SECTION 2.12 JURY DUTY

An individual who is duly summoned to attend any court, during the time regularly required for his office or employment, for the purpose of jury service shall be entitled, while so engaged and actually serving, to this regular compensation, provided that he deposits his jury service fees pursuant to the provisions of Administrative Rules.

SECTION 2.13 REIMBURSABLE EXPENSES

A. The City shall reimburse costs up to $1,500.00 per fiscal year for the City Manager for the following eligible expenses:

1. Employee medically-related purposes such as medical examination and treatment, optical, dental, or prescription drugs, or family counseling for the management employee or dependent.
2. Tuition or training reimbursement.
3. Acquisition of City compatible computer hardware, software or peripheral equipment.

SECTION 2.14 PRO-RATED BENEFITS

Employees who work less than full-time shall receive part-time pro-rated benefits in the following areas:

- Section 2.1 Insurance
- Section 2.4 Sick Leave
- Section 2.6 Administrative leaves
- Section 2.7 Holidays
- Section 2.9 Vacation
- Section 2.10 Bereavement leave
- Section 2.11 Vehicle allowance
- Section 2.13 Reimbursable expenses

ARTICLE 3 - GENERAL PROVISIONS

SECTION 3.1 NONDISCRIMINATION, EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The City and the City Manager agree that both parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept responsibility for carrying out these provisions.

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 November, 2008.

_____
Mayor Frank Scotto

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

ATTEST:

by _____
Ronald T. Pohl, Assistant City Attorney

_____
Sue Herbers, City Clerk

Attachment A

CITY OF TORRANCE
PERSONNEL DEPARTMENT
PROCEDURES AND RULES REGARDING LONG-TERM DISABILITY PLAN AND PARTIAL DISABILITY

I. PURPOSE

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

II. DEFINITIONS

1. "Injury" means bodily injury caused by a non-industrial accident occurring while the employee is employed by the City.

2. "Sickness" means non-industrial sickness or disease causing loss of employment while the individual is employed by the City.

3. "Total Disability" means the substantial inability or physical incapacity of the employee to engage in his/her regular occupation or an occupation of similar compensation as the result of non-industrial sickness or injury.

4. "Partial Disability" means the substantial inability or physical incapacity of the employee to engage, except on a half-time basis, in his/her regular occupation or an occupation of similar compensation as the result of non-industrial sickness or injury.

5. "Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the disability.

III. BENEFITS UNDER THE CITY PROGRAM

1. Total or Partial Disability:

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

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

   The employee shall be eligible for benefits as noted below:

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

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

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

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

2. Recurrent Disability:

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

   b. If the injured employee resumes the duties of his/her regular occupation, for less than a one-year period of time, the following shall apply:

      1. A subsequent disability resulting from the **same cause** shall be considered a continuation of the original incident. The employee shall be eligible for the length of time specified in the Long-Term Disability Benefit section of the Resolution less that amount of time previously utilized for the same incident.
      2. An employee who sustains a subsequent disability resulting from a new cause shall be eligible for one month of benefits for each two months of service worked in the intervening period of time plus any earned time remaining from the initial incident.

   c. The determination as to whether a disability is a new incident or a continuation of an original incident shall be subject to verification by medical authority and appropriate supporting medical documentation.

IV. REDUCTIONS

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

V. TERMINATION OF COVERAGE

1. The coverage of any employee shall terminate on the earliest of the following dates:

   a. The date the program is terminated by mutual agreement of the employee groups and the City of Torrance;
   b.[1] The date the employee leaves or is dismissed from the employment of the employer, is retired or leaves the representation groups covered by the Master Resolution.

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

c. The date of entry of the employee into military service except for temporary duty of 30 days or less.

2. Such termination shall be without prejudice to any pre-existing total disability claim of the employee except as agreed to between the parties in settlement.

VI. EXCLUSIONS

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

Attachment B

CATASTROPHIC LEAVE PROGRAM

Purpose

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

Policy

The Catastrophic Leave Program allows an employee to transfer eligible leave credits (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 an serious health condition which substantially incapacitates an employee or qualifying family member, or which forces the employee or family member to undergo ongoing and lengthy substantial medical treatment. The illness or injury further creates a financial hardship because the employee has or will exhaust all leave time. For the purpose of the Catastrophic Leave Program, qualifying family member shall mean an employee's parents, step parents, spouse, children and stepchildren.

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

Donated hours may be used under the following situations:

- To cover the elimination period before short-term and/or long- term disability benefits began
- 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[2] 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.
5. Employee who are approved for the Catastrophic Leave Program due to a qualifying family members' 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.

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[2] 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).

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

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

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

    Procedures/Guidelines for Donating Hours:
    1. Employees who wish to donate eligible leave hours must complete a Catastrophic Leave Bank Transfer Authorization form.
    2. Donation of Catastrophic Leave hours fare 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.