

Council Meeting of  
June 7, 2011

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

**Members of the Council:**

**SUBJECT: City Manager – Adopt RESOLUTION setting forth the hours, wages and working conditions for Safety Management Employees.**

**RECOMMENDATION**

Recommendation of the City Manager that City Council adopt a **RESOLUTION** setting forth hours, wages, and working conditions for Safety Management Employees effective June 7, 2011 and repealing Resolution No. 2009-30.

Funding

None

**BACKGROUND AND ANALYSIS**

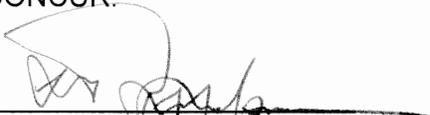
The Safety Management Employees Resolution is updated periodically when there are necessary changes. The Resolution for adoption this evening includes one major change in the Public Employee Retirement System (PERS) contributions for newly-hired City employees. Per the City Council budget action of June 2010, all new safety employees hired after January 1, 2012 will contribute the 9% employee's portion to the PERS retirement system. Since Safety Management Employees are promoted from within the Police and Fire departments, the annual savings are included in the TPOA and TFFA calculation at \$125,000 per year per department based on a five-year average of employee attrition. The new Safety Management Employees Resolution does not include any pay raises or benefit enhancements.

Respectfully submitted,

LeROY J. JACKSON  
CITY MANAGER

By   
Aram Chaparyan  
Assistant to the City Manager

CONCUR:

  
LeRoy J. Jackson  
City Manager

Attachment: 2011 Safety Management Employees Resolution



**RESOLUTION NO. 2011 - \_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH WAGES, HOURS AND WORKING CONDITIONS FOR SAFETY MANAGEMENT EMPLOYEES EFFECTIVE JUNE 7, 2011, AND REPEALING RESOLUTION NO. 2009-30.**

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

**SECTION I**

That Resolution No. 2009-30 is hereby repealed in its entirety.

**SECTION II**

The following compensation procedure for Safety Management employees is hereby approved in its entirety to read as follows:

**SAFETY MANAGEMENT EMPLOYEES****ARTICLE 1 - COMPENSATION PROVISIONS****SECTION 1.1 SAFETY MANAGEMENT BASE PAY RANGE****A. Starting Pay Rates:**

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

**B. Step Advancement:**

Base pay step advancement within a pay range shall be on the first day of the first pay period following the anniversary of each year of service, to the maximum step of the base pay range. Upon recommendation of the department head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify (advancement to the next step following such accelerated advancement shall normally be after one year plus the time of early advancement).

**SECTION 1.2 SAFETY MANAGEMENT RATE OF PAY ON PROMOTION**

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

### SECTION 1.3 SAFETY MANAGEMENT REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for advancement within salary range, extended steps, holidays and vacation shall be based upon continuous and total service as a regular employee.

- A. Leaves of absence without pay of ten (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 ten (10) working days, except for extended military leave, shall be deducted in computing total service but shall not serve to interrupt continuous service.
- C. All unauthorized absences without leave shall be grounds for disciplinary action except where it can be shown that the employee could not respond due to a bona fide emergency. Any unauthorized leave in excess of three consecutive work days shall be grounds for discharge.

### SECTION 1.4 SAFETY MANAGEMENT METHODS OF COMPENSATION

Compensation shall be earned on a monthly basis and shall not be fixed according to the responsibilities to be fulfilled nor shall it be based on either fixed number of hours per week or variations in work schedules.

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

## ARTICLE 2 - COMPENSATION

### SECTION 2.1 SAFETY MANAGEMENT PAY RANGES AND CLASS TITLES

The Deputy Fire Chief base monthly pay range shall be set in an amount that, when combined with the value of Auto Allowance (Section 2.2), Uniform and Training Premium (Section 2.4), Longevity Premium (Section 2.5), Education Incentive Premium (Section 2.6), Administrative Leave (Section 4.1) and Reimbursable Expenses (Section 4.2), is 5% greater than the compensation of the equal tenured Battalion Chiefs under the Deputy Fire Chief's direct supervision.

The pay grades hereby assigned to the classification of Safety Management - **Police Captains** described in the following grid is effective as follows:

#### BASE MONTHLY PAY RANGES

*Effective January 2, 2011*

Class Title	Steps	1	2	3*	4*
Police Captain		12478	13101	13742	14430

\*The Captain that is designated as Deputy Police Chief will be able to attain step 3 and 4. This action is at the discretion of the Chief of Police.

The pay grade hereby assigned to the classification of Safety Management - **Deputy Fire Chief** shall continue as follows:

*Effective January 2, 2011*

Class Title	Steps
Deputy Fire Chief	1 13890

## **SECTION 2.2 SAFETY MANAGEMENT VEHICLE ALLOWANCE**

Safety Management shall receive a car allowance of \$226 per month. Such allowance is not intended to replace mileage reimbursement for business trips over 25 miles one way; for such trips, mileage may be claimed in excess of 25 miles one way. The original amount of the car allowance was \$446 per month, and effective November 2, 2003, \$220 of the car allowance was rolled into base pay. Employees covered under this agreement are required to use their personal car for City business.

## **SECTION 2.3 POLICE SAFETY MANAGEMENT TIME IN GRADE PREMIUM**

Safety Management not eligible for longevity premium shall receive a time in grade premium as follows:

Commencing with the second year of service in the position of Police Captain or Deputy Police Chief, the employee will receive 5% over and above base pay.

At such time that the employee achieves the 25 (twenty-five) 10% longevity premium, the employee shall no longer be eligible for the Time in Grade premium.

## **SECTION 2.4 SAFETY MANAGEMENT UNIFORM AND TRAINING PREMIUM**

All employees shall receive a premium of 5.35% above that of base pay.

## **SECTION 2.5 SAFETY MANAGEMENT LONGEVITY PREMIUM**

All employees, commencing with the twenty-fifth year of service, shall receive an additional 10% above base pay.

## **SECTION 2.6 EDUCATION INCENTIVE PREMIUM**

Police Safety Management shall be eligible to receive an additional 3% above base salary after attainment of a Bachelor's or Master's degree in Police Science, or a related field, from an accredited college or university. "Related field" shall mean a Bachelor's or Master's degree which requires courses in business, public administration, science, computer science, supervisory or administrative, emergency and/or medical, or any other job-related courses deemed applicable by the Chief of Police. The determination of qualified related Bachelor's degrees shall be at the discretion of the Chief of Police with concurrence by the City's Human Resources Director.

The Deputy Fire Chief shall be eligible to receive an additional 9% above base pay upon attainment of an Associate Art Degree in Fire Technology and completion of an additional 60 units of Fire Technology or job-related coursework. The coursework must be approved by the Fire Chief.

## **SECTION 2.7 PAYROLL REDUCTION**

Payroll Reduction:

- City will implement a payroll reduction effective the first pay period in January 2010 through December 31, 2011. The pay reduction will not impact the employee's gross income. The payroll reductions will be based on the following amounts:

<u>Classification</u>	<u>Amount Per Pay Check</u>
Deputy Fire Chief	\$27.50

- The payroll reduction will end the first pay period following the approval of this Resolution.

## ARTICLE 3 - BENEFITS

### SECTION 3.1 SAFETY MANAGEMENT EMPLOYEE INSURANCE

#### A. POLICE SAFETY MANAGEMENT

##### 1. Health Insurance

- a. The City shall pay \$101.00 (or the PERS statutory minimum) per month per employee toward medical insurance. The \$101.00 (or the PERS statutory minimum) 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 (or the PERS statutory minimum) cannot be used for any other purpose.
- b. The City shall continue payment as provided in Section 6.1.A and B while on an authorized medical leave of absence for a period not to exceed twelve months for any employee covered by this agreement.

##### 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.

#### ***Health Insurance effective January 1, 2011***

	<b>1 Party</b>	<b>2 Party</b>	<b>3 Party</b>
PERS Mandated Amount	By statute or minimum of \$101, whichever is greater	By statute or minimum of \$101, whichever is greater	By statute or minimum of \$101, whichever is greater
City Cafeteria Contribution	Total – PERS Mandated Amount	Total – PERS Mandated Amount	Total – PERS Mandated Amount
Totals	\$499.36	\$1,061.52	\$1,312.20
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 \$500.00. Accordingly, employees hired before March 18, 2008 shall receive cash back for any amount up to \$500 not used for medical, vision or dental insurance. Employees hired after March 17, 2008 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.

3. Long Term Disability Insurance / Employee Assistance Program  
The City shall contribute \$10 per month per employee for long term disability insurance premium payments and for the employee assistance program.

4. Retiree Insurance

Beginning January 1, 2009, the City shall pay \$101.00 per month per retiree who elects to participate in the PERS health insurance program 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. Each year thereafter, during this MOU, the City shall pay the PERS Mandated amount for retirees toward medical insurance.

5. The City will provide a \$100,000 life insurance policy for each employee covered by this agreement.

a. Dental Insurance

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

b. Vision Insurance

All employees covered under this agreement will receive, at no cost to TPOA or members, one-pay 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.

B. DEPUTY FIRE CHIEF

1. The City shall pay \$101.00 (or the PERS statutory minimum) per month per employee toward medical insurance. The \$101.00 (or the PERS statutory minimum) 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 (or the PERS statutory minimum) cannot be used for any other purpose.
2. The City shall continue payment as provided for in subsections B.1 and/or B.3 during an authorized medical leave of absence for a period not to exceed 12 months for any employee covered by this Agreement.
3. 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**

	<i>1 Party</i>	<i>2 Party</i>	<i>3 Party</i>
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	\$564.54	\$1,056.76	\$1,342.53
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.

4. 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.

5. Annuitant:

The City shall allocate \$130.50 per month per annuitant for the purpose of deducting the payment of the employer's contribution to the administrative and contingency fee as required by the PERS insurance plan. After July 1, 1988, the City shall adjust the fee based on the actual fee charged by PERS administration. Futuristically, the fee shall be adjusted at the time PERS provides the information on the new administrative and contingency fee.

The remainder shall be used by the annuitant toward the balance payment of the PERS approved health insurance plan.

For the purposes of this section, an annuitant shall be defined as a Deputy Fire Chief 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.

6. Retiree Health 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.
7. The City will provide a \$100,000 life insurance policy for each employee covered under this agreement.
8. Employees covered by this agreement shall be covered by the City's STD/LTD plan.
9. 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.

10. All employees covered under this agreement will receive, at no cost to employees, 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.

## **SECTION 3.2 SAFETY MANAGEMENT RETIREMENT**

### **A. PERS Retirement Benefit**

Employees shall be covered by the Public Employees' Retirement Plan as detailed below inclusive of the highest year retirement option. (Section 20024.2 of the California Government Code); the provisions of the Public Employees Retirement System relating to the length of military service (Section 20930.3 of the California Government Code) and the disability retirement provisions of Section 21307 of the California Government Code relating to industrial disability retirement.

1. Police Safety Management shall be covered by the 3% at age 50 PERS Benefit Plan provided as follows:
  - a. Effective June 30, 2002, Police Captains are covered by the 3% at 50 Plan under PERS.
  - b. The City will amend the Safety PERS contract to include 1959 Level 4 Survivor's Benefit and Option 2 Death Benefit, within sixty days following City Council ratification of the 2000-2003 Safety Management – Police Captains Resolution.
2. The Deputy Fire Chief shall be covered by the Public Employees' Retirement Plan 3% at 55 pursuant to Section 2.252.01 of the California Government Code.
  - a. Effective November 2005, Deputy Fire Chiefs are covered by the 3% at 50 Plan under PERS.
  - b. The City will amend the Safety PERS contract to include 1959 Level 4 Survivor's Benefit and Option 2 Death Benefit, within sixty days following City Council ratification of the 2000-2003 Safety Management – Police Captains Resolution.

- B. The City of Torrance elects to pay nine percent (9%) for safety management employees covered in the Safety Management Resolution, the normal member contributions, as employer-paid member contributions (EPMC) and report same percent to PERS as compensation. This benefit shall apply to all employees defined as safety management.

Safety employees hired on or after the effective date of this agreement shall pay the 9% Employer Paid Member Contribution (EPMC). Employees 9% paid by employees will not be reported to PERS as compensation.

### **C. Police Safety Management Retiree Stipend**

The City shall pay to TPOA an amount equal to the sum of benefits due current members of Public Safety Management who are retired in accordance with the following program:

1. All retirees who retired prior to June 25, 1995 with a minimum of 10 years of service as a sworn officer with the City of Torrance shall qualify for the stipend plan. A list of the agreed upon qualified retirees to receive the stipend through payments made by TPOA is detailed on the Retirees List Schedule. (To be eligible for this stipend, a retiree had to be receiving a benefit from TPOA's Welfare and Benefit Fund as of July 1, 1997.) The funding criteria, and

vesting plan used in calculating the amounts in the Retirees List Schedule is described in items (a) and (b) below. Surviving spouses shall continue to receive the stipend as indicated on the Retirees List Schedule.

- a. Vesting will be at 5% of maximum benefit per year of service. (Example: 10 years of service as a sworn safety officer with the City of Torrance = 50% of maximum benefit; 15 years of service as a sworn safety officer with the City of Torrance = 75% of maximum benefit; and 100% maximum benefit = 20 years of service or greater as a sworn safety officer with the City of Torrance).
  - b. **Maximum Benefit**  
For employees who retired prior to July 30, 1989, maximum benefit will be \$100 per month. For Employees who retired between July 30, 1989 and June 25, 1995, maximum benefit will be \$150 per month.
2. a. All employees who retire after June 25, 1995, with 20 years of service as a sworn safety officer with the City of Torrance and who have reached age 50, shall qualify to receive through TPOA \$332.62 per month until he or she reaches age 65. All future surviving spouses of such retirees shall receive a stipend of \$150.00 per month. Upon reaching age 65, all retirees and surviving spouses of such retirees shall receive a stipend of \$134 per month.
  - b. The City will contribute annually \$52,548 (1.5% cost factor for Public Safety Management for retiree health, in addition to the amounts provided in sections 1(b) and 2(a) above. The annual amount payable will increase by the same base pay percentage increase for unit employees as was increased during the immediately preceding fiscal year. For the term of this contract, the annual amount payable based on base pay increases the preceding fiscal year is:
    - July 1, 2011 \$23,810
    - July 1, 2012 \$23,810
    - July 1, 2013 \$23,810

This annual contribution will be divided equally by TPOA among qualified TPCA retirees (not surviving spouses with one exception per Note 1 below) receiving the quarterly stipend in July of each year and paid as an annual payment by TPOA with the July quarterly payment. This annual payment will be made by TPOA in the same manner the quarterly stipend payments are made.

Qualified retirees are defined to be retirees with 20 years of service as a sworn safety officer with the City of Torrance and who has reached age 50 in the 12 months prior to July 1 distribution until he or she passes away in the 12 months prior to July 1 distribution.

The additional .5% added to the Stipend in 2009 (which is funded by current employees giving up a .5% salary increase) is intended to cover the cost of making the benefit a lifetime benefit and to expand the pool of eligible retirees in the future. Accordingly, retirees who retire after February 24, 2009 with 15 years of service as a sworn safety officer with the City of Torrance and who has reached age 50 in the 12 months prior to July 1 distribution shall receive 75% of what the retirees that have 20 years of service receive, until he or she passes away in the 12 months prior to July 1 distribution.

*Note 1:* In the event of the death of the qualified retiree within the 12 months prior to July 1 distribution, the surviving spouse shall receive the July 1 distribution for that year.

3. Associate members
  - a. The associate members of TPOA have their own associations; therefore, this additional stipend is payable to the associate members as long as their Associations continue to contribute their contracted percent cost to TPOA for the stipend program.
4. Method of Payment
  - a. TPOA will invoice the City at the end of each fiscal quarter an amount equal to the stipend agreed to in section 6.3C(1 and 2) above.
  - b. Required administration fees and contingency reserve funds to be deducted from retiree's stipend.
5. Indemnification:
 

TPOA shall defend, indemnify and save the City harmless from any and all claims, demands, suits or any other action arising from the stipend program administered by the employee organization or its affiliates not caused by the City's negligence.
6. In the event the Association desires or for any other reason the Stipend program is discontinued, the 1.5 percent being used to fund the stipend shall be added to base pay for all unit members.

#### D. Deputy Fire Chief Retiree Stipend

1. The City shall allocate \$130.50 per month per annuitant. Such amount shall be forwarded to the administrator of the annuitant program.
2. Retirees or surviving spouses who do not participate in the PERS insurance plan will receive \$146.50 per month. Such amount shall be forwarded to the administrator of the annuitant program.
3. Effective January 1, 2005, the City shall pay \$48.40 per month per employee and eligible annuitants toward medical insurance. The \$48.40 employer contribution will only apply 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 \$48.40 cannot be used for any other purposes.

Effective January 1, 2006, the amount becomes \$64.60 per month, effective January 1, 2007, the amount becomes \$80.80, and effective January 1, 2008, the amount becomes \$97, per AB 1464.

### **SECTION 3.3 SAFETY MANAGEMENT SICK LEAVE**

#### A. Basis of Sick Leave

1. Sick leave is to be considered term insurance granted to each permanent and probationary employee covered by this Agreement at the rate of six (6) hours, except as noted in 3) below, for each calendar month of service (prorated on hourly worked basis).

2. There shall be an 800 hour maximum on the number of hours of unused sick leave that can be accumulated except for employees who currently have in excess of 800 hours.
3. Police Captains are not covered by the City's long term disability program and shall earn sick leave at the rate of eight (8) hours per month of service.

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. Misuse of sick leave shall be grounds for disciplinary action.

C. Notification of Sickness

1. To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor in the manner provided in departmental rules and regulations.
2. When absence is for more than three consecutive working days, it must be verified by a written statement, stating the cause of absence, from an attending physician or a personal affidavit and the employee shall furnish any other proof of sickness reasonably required by the department head or City Manager.

D. Family Sick Leave

1. In case of serious illness of a member of the immediate family, the employee, upon proper notice, may take up to three (3) consecutive workdays of sick leave.
2. Immediate family for the purpose of this section shall be defined as: spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, step-father, step-mother, step-children, grandparents or grandchildren.
3. Such time shall be deducted from the existing sick leave of the employee.

E. Return from Sick Leave

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

F. Conversion of Sick Leave

1. Any accrued sick leave in excess of eight hundred (800) hours, as of the first pay period in November, shall be converted into cash payable in January of each year. Payment will be made on the basis of one hour's pay for each hour of unused sick leave. An employee who wishes to defer this amount must submit a written request to the Finance Director no later than January 1.
2. The employee may convert any sick leave granted but unused in excess of three hundred (300) hours into cash or deferred income at the rate of one hour's pay for each hour of unused sick leave. Upon notification to the Finance Department on or before the 5<sup>th</sup> of February, May, August, and/or November of each year, employees may cash in at 100% of hourly rate. Payment shall be made no later than the last pay period of the months named.

3. At the time of retirement, the provisions of Section 3.9.D (RHSP) shall apply. 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.
- G. The employees covered by this resolution are eligible to participate in the Catastrophic Leave Program described in Attachment A.

#### **SECTION 3.4 SAFETY MANAGEMENT INDUSTRIAL ACCIDENT**

- A. In the event that an employee sustains an injury or illness arising out of and occurring in the course of his employment with the City, the employee shall be entitled to those compensations prescribed by State law and all items of compensation specified in this Resolution.
- B. An employee on industrial accident leave shall be subject to the rights, protection and responsibilities of the Administrative Rules.
- C. Employees who are on industrial accident leave with pay as a result of an industrial accident shall continue to accrue seniority, and shall receive holidays the same as if they had been present for duty, and accrue vacation and sick leave benefits as if they had been present for duty.
- D. An employee on industrial accident leave shall be under the direction of the City subject to medical advice and shall be available at all times unless he/she receives specific permission from the City.

#### **SECTION 3.5 SAFETY MANAGEMENT HOLIDAYS**

Holidays are covered as follows for all employees:

- A. Holidays shall be paid at the rate of time and one-half.
- B. A holiday shall be construed at eight (8) hours.
- C. There shall be 12 such holidays per year.
- D. Such shall be deemed as compensation for retirement purposes.

#### **SECTION 3.6 SAFETY MANAGEMENT VACATION**

- A. Employees shall earn vacation as follows:
  1. Commencing with employment at the rate of five (5) working hours per month of service,
  2. Commencing with the 2<sup>nd</sup> year of service, at the rate of six (6) working hours per month of service.
  3. Commencing with the 3<sup>rd</sup> year of service, at the rate of seven (7) working hours per month of service.
  4. Commencing with the 5<sup>th</sup> year of service, at the rate of eight (8) working hours per month of service.
  5. Commencing with the 6<sup>th</sup> year of service, at the rate of 10.67 working hours per month of service.
  6. Commencing with the 10<sup>th</sup> year of service, at the rate of 16.02 working hours per month of service.
  7. Commencing with the 15<sup>th</sup> year of service, at the rate of 17.34 working hours per month of service.

8. Commencing with the 21<sup>st</sup> year of service, at the rate of 19.34 working hours per month of service.

B. Eligibility:

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

C. Scheduling:

The time of taking vacation shall be determined by the employee, with the approval of the department head and subject to review by the City Manager. An employee may take vacation and annual leave only in increments of four hours or more.

D. Borrowing:

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

E. Effect of Holidays:

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

F. Effect of Separation:

1. Vacation Borrowed

Any borrowed vacation owed by a terminating employee shall be deducted from the employee's final pay.

2. Vacation Not Taken

Any vacation owed to a terminating employee shall be added to the employee's final pay. In the case of retirement, the employee may choose to use said vacation or cash it in. If added to final pay, it shall include projected hours earned.

G. Pay for Vacation

An employee, subject to department head 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). Such may be taken in deferred compensation in the 457 plan.

H. Pay upon Termination

Upon separation, employees so desiring may elect to defer all or part of the amount of vacation which has been accrued into the 457 plan or cash pursuant to other applicable sections of the MOU. The amount deferred into the deferred compensation plans are subject to federal regulations.

I. Pay Upon Retirement

At the time of retirement, the provisions of Section 3.9.D (RHSP) shall apply.

### **SECTION 3.7 SAFETY MANAGEMENT BEREAVEMENT LEAVE**

Each employee shall be entitled to up to twenty-four (24) working hours of bereavement leave with pay per fiscal year. Additional leave, up to sixteen (16) working hours, may be granted by the department head due to an out-of-state death or an out-of-state funeral.

- A. Such bereavement leave shall apply to a death in the immediately family.
- B. Immediate family shall have the same meaning as used with regard to family sick leave.
- C. Such bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused.

### **SECTION 3.8 SAFETY MANAGEMENT JURY DUTY**

Any employee 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 his regular compensation, provided that he deposits his jury service fees pursuant to the provisions of Administrative Rules. Provided, however, that such time shall be allowed to an employee only once every three (3) calendar years.

### **SECTION 3.9 DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS PLAN**

- A. Deferred Compensation Plans generally
  - 1. All employees covered by this resolution shall be eligible to participate in a City-administered deferred 457 compensation plan.
  - 2. Plan documents are on file in the City Treasurer's Office. All of the plans are subject to the rules and regulations of appropriate government code sections.
  - 3. If State, Federal or PERS guidelines are changed regarding the employer's contribution to the deferred compensation plans, the moneys contributed by the employer to the deferred compensation program shall revert to another mutually accepted benefit of equal value.
- B. 457 Plan
  - 1. A 457 plan is available for all employees. Employee contributions to this plan can include voluntary deductions from pay, excess for medical contributions, and cash received from accrued vacation and sick leave cash out as described in Sections 3.3 and 3.6. In no case can employee or employer contributions exceed the limits set by law.
- C. 401A Plan
  - 1. A 401A plan is available and mandatory for all employees.
  - 2. Employee contributions to this plan are not voluntary. In no case can employee or employer contributions exceed the limits set by law.
- D. Retirement Health Savings Plan (RHSP)
  - 1. For retiring employees the following shall apply:
    - a. Upon retirement, any hours under or equal to 300 (sick) and 150 (vacation) will be deposited into the International City/County Management Association (ICMA-RC)

Retirement Corporation's VantageCare Retirement Health Savings Program, therein referred to as the RHSP Plan.

- b. Upon retirement, the remaining balance up to limits allowed by law after which any remaining balance to be paid in cash will be disbursed into the City's 401A plan.
- c. For separating employees, upon separation, any sick leave or vacation leave hours will be deposited into the 457 plan up to limits allowed by law or will be paid in cash.

Note: If State, Federal or PERS 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.

## **ARTICLE 4 - SPECIAL COMPENSATION PROVISIONS**

### **SECTION 4.1 SAFETY MANAGEMENT ADMINISTRATIVE LEAVE**

Safety Management shall receive seventeen (17) days of Administrative Leave per fiscal year. This leave may not be cashed out and is non-accruable.

### **SECTION 4.2 SAFETY MANAGEMENT REIMBURSABLE EXPENSES**

- A. The City shall make available \$750 per fiscal year for each employee for the following eligible expenses:
  - 1. Employee related medical expense such as medical examination and treatment, optical, dental or prescription drugs; or, family counseling for the safety management employee or dependent
  - 2. Tuition or training reimbursement
  - 3. Acquisition of City-compatible computer hardware, software or peripheral equipment.

Any expense remaining from the previous fiscal year shall be carried forward to the following fiscal year for a maximum of three (3) years.

### **SECTION 4.3 SAFETY MANAGEMENT MOVE UP ASSIGNMENT**

If an employee is assigned to take charge of the department in the absence of the Chief, the employee shall be paid during all such move-up assignments 7-1/2% over and above his/her base salary provided, however, that if the temporary absence of the department head continues in excess of thirty (30) consecutive days, the employee shall then be paid at the salary rate of the lowest step for such assigned position which is higher than the current base salary of that employee, provided such shall not be less than 7½%.

**SECTION III SEVERABILITY**

If any section, 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 and 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 June 2011.

\_\_\_\_\_  
Mayor of the City of Torrance

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

By: \_\_\_\_\_  
Patrick Q. Sullivan  
Assistant City Attorney



## 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, registered domestic partner, children and step children.

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<sup>1</sup> 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.

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<sup>1</sup> 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. 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.
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 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.