# MEMORANDUM OF UNDERSTANDING

## ENGINEERS

## &

## TORRANCE FISCAL EMPLOYEES ASSOCIATION (TFEA)

## 2011 - 2012

**A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE ENGINEERS AND TORRANCE FISCAL EMPLOYEES ASSOCIATION.**

An Agreement of the undersigned representatives of the ENGINEERS and the TORRANCE FISCAL EMPLOYEES ASSOCIATION (TFEA) and the representatives of the City of Torrance (City) that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions for the period of June 28, 2011 to June 30, 2012, and was reached through agreement of the undersigned parties.

Signed this ____ day of June 2011.

| Management | ENGINEERS/TFEA |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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**RESOLUTION NO. 2011-___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE ENGINEERS AND TORRANCE FISCAL EMPLOYEES ASSOCIATION AND REPEALING RESOLUTION NO. 2011-05.**

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

**SECTION I**

That Resolution No. 2011-05 is hereby repealed in its entirety.

**SECTION II**

The following agreement between representatives of Management and the representatives of the Engineers is hereby approved in its entirety to read as follows:

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**Attachment A – Procedures and Rules Regarding Long-Term Disability Plan and Partial Disability**

**Attachment B - Catastrophic Leave Program**

**Attachment C - Competencies for Public Works Inspector**

**Attachment D - Request for Release Time Form**

**Attachment E - Maximum Vacation Accrual Table**

# ARTICLE 1 - INTRODUCTION

## SECTION 1.1 PREAMBLE

A) The following is the Agreement regarding hours, wages and working conditions between the City of Torrance, the Engineers and the Torrance Fiscal Employees' Association (TFEA). Each Section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

B) Where the benefits to Engineers and TFEA are different, the differences will be noted either in the text or in separate subsections specific to the representative group. Otherwise, the provisions will apply equally to Engineers and TFEA employees.

C) It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide for an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Agreement; and to set forth the understanding of the parties reached as a result of good faith negotiations.

## SECTION 1.2 MANAGEMENT RIGHTS

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

B) Prevailing rights, rules of conduct and all other working conditions in effect at the date of this Agreement and not inconsistent herewith shall be continued. Management shall have the right to amend, supplement or add to said rules during the term of this Agreement; provided, however, that Management shall first meet and confer with the association in establishing such changes

## SECTION 1.3 EMPLOYEE RIGHTS

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

# ARTICLE 2 - COMPENSATION

## SECTION 2.1 PAY RANGES AND CLASS TITLES

## SECTION 2.1.1 ENGINEERS

A) The pay grades described below are hereby assigned to the classifications of the following employees:

**HOURLY BASE PAY RANGE**

| Class Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|---|---|---|---|---|---|---|---|
| Animal Control Officer | 19.31 | 20.28 | 21.29 | 22.36 | 23.48 | | |
| Assistant Engineer | 31.30 | 32.11 | 33.72 | 35.39 | 37.18 | 39.04 | 9/80 Step |
| Associate Engineer | 41.76 | 43.84 | 46.04 | 48.34 | 50.77 | 9/80 Step | |
| Building Permit Technician | 21.47 | 22.54 | 23.67 | 24.86 | 26.10 | | |
| Engineering Technician I | 20.84 | 21.88 | 22.97 | 24.12 | 25.32 | | |
| Engineering Technician II | 26.87 | 28.21 | 29.61 | 31.12 | 32.65 | | |
| Engineering Technician III | 27.79 | 29.18 | 30.67 | 32.18 | 33.79 | 9/80 Step | |
| Environmental Quality Officer | 28.25 | 29.64 | 31.16 | 32.68 | 34.37 | 35.23 | |
| Environmental Quality Officer, Senior | 31.84 | 33.44 | 35.13 | 36.86 | 38.73 | 39.71 | |
| Fire Prevention Officer | 30.71 | 32.04 | 33.83 | 35.55 | 36.42 | 37.34 | |
| Fire Prevention Officer, Senior | 37.34 | 39.19 | 41.17 | 43.23 | 45.38 | | |
| Hazardous Materials Analyst | 40.69 | 42.57 | 44.66 | 46.87 | 49.23 | | |
| Hazardous Materials Specialist | 30.33 | 31.87 | 33.46 | 35.15 | 36.92 | | |
| Housing Specialist | 25.32 | 26.56 | 27.89 | 29.28 | 30.76 | | |
| Inspector, Building | 25.81 | 27.10 | 28.45 | 29.89 | 31.37 | 32.16 | 33.79 |
| Inspector, Building, Senior | 31.45 | 32.83 | 34.67 | 36.41 | 37.32 | | |
| Inspector, Electrical, Senior | 31.45 | 32.83 | 34.67 | 36.41 | 37.32 | | |
| Inspector, Grading, Senior | 31.45 | 32.83 | 34.67 | 36.41 | 37.32 | | |
| Inspector, Mechanical and Plumbing, Sr. | 31.45 | 32.83 | 34.67 | 36.41 | 37.32 | | |
| Inspector, Public Works | 27.84 | 29.23 | 30.70 | 32.23 | 33.84 | 35.54 | 37.32 |
| Inspector, Public Works, Senior | 34.59 | 36.31 | 38.13 | 40.03 | | | |
| Permit Technician I* | 19.88 | 20.87 | 21.91 | 23.01 | 24.16 | 25.37 | 26.12♦ |
| Permit Technician II* | 24.16 | 24.88 | 25.63 | 26.66 | 27.72 | | |
| Planning Assistant | 26.29 | 27.60 | 29.02 | 30.42 | 31.98 | 32.76 | |
| Planning Associate | 31.84 | 33.44 | 35.13 | 36.86 | 38.73 | 39.71 | |
| Plans Examiner | 32.33 | 33.93 | 35.64 | 37.42 | 39.29 | 40.26 | |
| Structural Plans Examiner | 37.33 | 39.15 | 41.12 | 43.20 | 45.35 | | |
| Survey Party Chief | 30.58 | 32.13 | 33.74 | 35.42 | 37.19 | 9/80 Step | |

***Note**:* Shaded cells indicate a 9/80 step.

* Effective August 29, 2010

♦ Step 7 is frozen and only applies for employees in the former classification of Building Permit Technician and Senior Account Clerk.

Members of the Engineers group are participants in a PARS program. The Association may wish to utilize a percentage from the pay grid to fund an additional enhancement to the existing PARS program. If this is implemented, a percentage no greater than 3.5% may be used and the grid below will be adjusted to reflect that reduction.

**SECTION 2.1.2 TFEA**

A) The pay grades described below are hereby assigned to the classifications of the following employees:

| Class Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|---|
| Account Clerk | 18.38 | 19.29 | 20.27 | 21.28 | 22.34 | 22.90* |
| Account Clerk, Senior | 20.97 | 22.01 | 23.10 | 24.27 | 25.52 | 26.12* |
| Accountant | 26.78 | 28.11 | 29.54 | 30.99 | 32.53 | 33.33* |

*Extended step

## SECTION 2.2 BASE PAY

A) Definition

Base hourly pay shall be the hourly rate of pay for a particular classification without consideration of any premiums or extraordinary compensation. For Engineers, base hourly pay shall be a step plan, said steps being five (5) percent apart.

B) Regular Pay

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

C) Starting Pay Rates

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

## SECTION 2.3 SALARY ADVANCEMENTS

A) Salary step advancement within a range shall be on the 1st day of the nearest pay period to the anniversary of each year of service, to the maximum step of the base pay range (excluding special "premium" steps).

Upon recommendation of the department head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify.

B) Advancement to the next step following such accelerated advancement shall normally be after one year in the case of base steps (and after two years for extended steps, except for the first extended step, which normally occurs after one year).

C) Rate of Pay on Promotion
Upon promotion, any employee covered by this Agreement shall receive the lowest step in the new range, which provides a minimum of 5% increase in base pay (excluding special "premium" steps).

D) Employees in the classification of Public Works Inspector may advance to Steps 5, 6, and 7 on the pay range upon certification of competencies as described in Attachment C. Those employees on Steps 5, 6, and 7 may assume the working title of Public Works Inspector II.

E) Extended Steps for TFEA

1) Pay steps beyond the base pay range shall be extended steps for all classifications covered by this agreement.

2) Step advancement to each successive extended step shall begin on the start of the first pay period nearest the first day of the third year in step. Such advancement shall be

subject to a performance evaluation average of standard or better during the intervening time. If the performance average is less than standard, the two preceding performance evaluations must be standard or better before step advancement.

3) A below standard evaluation in either of the two rating periods directly before the date of step advancement shall delay the step advancement six months or until performance is standard or better. If an employee at the top extended step receives at some subsequent time a below standard performance rating, the department head with the City Manager's approval may reduce the employee's pay an amount not to exceed 2.5% until performance rating returns to standard or better.

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

**SECTION 2.4 METHODS OF COMPENSATION**

A) Compensation shall be paid on an hourly basis.

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

**SECTION 2.5 CONTINUITY OF SERVICE**

Service requirements for advancement within the pay range, longevity pay for TFEA, industrial accident leave, long term disability, holidays, and vacation shall be based on 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.

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 (the employee shall still be docked for any time not worked). Any unauthorized leave in excess of 3 working days in any calendar month shall be deducted from total service and may at the discretion of the City Manager interrupt continuity of service or may be grounds for discharge.

**SECTION 2.6 PART-TIME BENEFITS**

**SECTION 2.6.1 ENGINEERS**

Employees who are covered under this agreement and who work on a half time basis shall accrue benefits as noted in Article 4 of the MOU on a fifty percent (50%) basis. These employees shall be part-time permanent employees and shall be covered under PERS.

## ARTICLE 3 - SPECIAL COMPENSATION

### SECTION 3.1 PREMIUM PAY

A) Employees assigned to work entailing specified duties which require skills and abilities not contemplated in the employee's normal assignments in the areas described in this Section shall receive premium pay only while so assigned.

B) Assignments and reassignments shall be made by the department head, subject to the approval of the City Manager, according to work load and skills required, budget limitations and levels of service needed, and subject to any special provisions specified in this Section for any particular assignment.

C) Premium pay shall be exclusive of special compensation and of longevity pay for TFEA, and will be considered part of regular compensation for purposes of retirement contributions. All new assignments shall be paid premium only for hours actually worked in assignment.

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

### SECTION 3.1.1 ENGINEERS

A) Senior Planning Associate
The Planning Associate(s) who are primarily responsible for the day-to-day activities, which may include supervision of the Housing and Redevelopment Sections, as assigned by the Director and reporting to the Principal Planner in charge of Housing and Redevelopment, or responsible for the Environmental Review process, including serving as the Secretary to the Environmental Review Board, which may include supervision as assigned by the Director and reporting to the Principal Planner in charge of the Development Review Division, shall receive a premium of 10% per hour while so assigned.

B) Housing Specialist
A Housing Specialist may be appointed by the Planning Director to be responsible for additional administrative functions for the Housing Division which may include review of case work for accuracy and preparation of administrative reports and budgets. The premium shall be 5% above base pay while so assigned.

C) Customer Service Section Premium
An employee of the Community Development Department whom the Director certifies is capable of performing the necessary duties, will be given the responsibility for the day-to-day activities of the Customer Service Section. This may include supervision as assigned by the Director and reporting to the Building Regulations Administrator. That employee will receive a premium of 10% while so assigned.

D) Code Enforcement Premium
The Senior Environmental Quality Officer or Senior Building Inspector assigned by the Building and Safety Director to oversee the daily activities of the Code Enforcement/Conservation Section, shall receive a 10% premium while so assigned. While receiving the premium, the employee shall report to the Environmental Services Administrator.

E) Employees in the position of Associate Engineer, Assistant Engineer, Structural Plans Examiner and Plans Examiner who are Licensed Architects or possess a valid California Professional

Engineering Registration shall receive a 5% premium. A copy of the license must be provided to the Department Head for proof of eligibility.

F) Effective October 8, 2000, employees in the classes of Planning Associate or Planning Assistant who achieve the designation of certified Planning Associate shall receive a 2.5% premium. Proof of this designation must be submitted to the Department Head.

G) Effective August 30, 1998, the following premiums were added to base pay as indicated and are no longer premium pay:

1) Sr. Civil Engineering Draftsman – Assigned to design duties and/or supervision. This was $1.00 above C.E. Draftsman base pay. Was added to Engineering Technician III.
2) Survey crew – Engineering Aide and Sr. Aides who are assigned to survey crew. 86 cents was added to base pay for Engineering Technician II only.
3) Planning Assignment – 5% for 9/80 shift was added to graphics illustrator.

H) Contract Administration Coordinator
An Employee in the classification series of Senior Inspector, who is assigned to the duties of coordinating the administrative aspects of instruction or facilities maintenance of public facilities shall be assigned the working class title of Contract Administration Coordinator and shall receive a premium of 10% per hour above that of Senior Inspector base pay, while so assigned.

I) NPDES Coordination
An employee of the Fire Prevention Division whom the Chief certifies is capable of performing the necessary duties will be responsible for coordinating the NPDES commercial/industrial inspection program. That employee shall receive a premium of 5% above base pay while so assigned.

J) Public Works Inspection Premium
1) The Associate Engineer who is responsible for overall supervision of the Public Works Inspection unit as assigned by the Director and reporting to the Transportation Planner shall receive a premium of 10% per hour while so assigned.
2) The Public Works Inspector who is primarily responsible for the day-to-day activities of Public Works inspection which may include coordination of assignments and review of work for accuracy and preparation of administration reports as assigned by the Director shall utilize the working title of Senior Public Works Inspector and shall receive a premium of 10% per hour above base pay while so assigned.

K) Associate Engineer
The Associate Engineer, who is assigned to the review and signing of final subdivision maps, shall receive a premium of 6% per hour while so assigned.

**SECTION 3.1.2 TFEA**

A) When an employee is required by his or her supervisor to train an employee of a higher classification, a premium of 5% of base pay will be provided for the period of time the employee spends in the training capacity.

B) The accountant who has the prime responsibility of developing the City budget shall receive a 7% premium while so assigned.

**SECTION 3.2 MISCELLANEOUS SPECIAL PAY**

## SECTION 3.2.1 NIGHT SHIFT DIFFERENTIAL FOR TFEA

All full time employees covered by this agreement who are assigned night shifts, shall be paid at 5% over and above their base hourly pay. A night shift shall be defined as a shift in which one half or more of the shift is scheduled to work after 5:00 p.m. or before 7:30 a.m.

## SECTION 3.3 MOVE-UP ASSIGNMENT

A) Objective:

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

B) Assignment:

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

C) Duration of Assignment:

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

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

D) No Probationary Period Credit:

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

E) Priority for Move-Up Assignments:

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

      **Priority 2**: If no current Civil Service lists exists, move-up will be done on a rotational basis, using at least the top 30% in seniority of the next lower

classification in the career ladder (and no less than three (3) employees) within the same Division or work group.

b) For all move-up opportunities of more than five (5) consecutive days, departments may use more than one person to fill the vacant position using this rotational system.

c) Employees will indicate their preference in participating in the move-up by notifying their department head or designee on a "Move-up Interest Form" provided by the department. The forms will clearly state that the employee will not be eligible for move-up if the form is not returned. The departments will allow at least one week for completed forms to be returned.

d) Employees who have indicated that they do wish to be considered for move-up by completing the Department "Move-up Interest Form," but who turn down move-up opportunities will not be offered move-up for a one year period or until the expiration of the contract, whichever comes first.

F) Absence of Moved Up Employees:

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

G) Move Up Pay for Vacant Position:

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

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

**SECTION 3.4 SUPERVISORY PAY**

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

**SECTION 3.5 NIGHT SHIFT**

**SECTION 3.5.1 ENGINEERS**

All full-time employees covered by this Agreement who are assigned night shifts shall be paid at 5% over and above their base hourly pay. A night shift shall be defined as a shift in which ½ or more of the shift is scheduled to work after 5:00 p.m. or before 7:30 a.m.

## SECTION 3.6 EDUCATIONAL INCENTIVE PREMIUM

### SECTION 3.6.1 ENGINEERS

All employees in the Inspection and Enforcement Unit should seek to continue their education, improve their skills, and keep themselves informed of the state of the art of their specific skill area.

To assist in this aim, the following educational incentive premium is in effect:

A) International Code Council (ICC) Program

1) Employees who are covered by this agreement and who have obtained an ICC certificate in one of the certified areas shall receive 4% of base pay computed on a hourly basis as educational incentive premium.

2) The City will provide the initial and ongoing test fee for the ICC examination in any of the fields out of the training budget in the Community Development and Fire departments.

3) This educational incentive premium shall be increased two percent for each additional certificate held by an employee to a maximum of 12%. Each additional certificate must be related to the employee's normal assignments as well as those back-up assignments an employee might reasonably be expected to carry out.

4) Effective August 30, 1998, the Building Code accessibility/usability specialist's certification will no longer count towards the premiums. Employees who currently hold the accessibility/usability specialist's certification will be allowed to retain it and may continue to certify for it prior to expiration of the current certification. In addition, only certifications which are attained through individual testing and not due to a combination of certifications will count for this premium.

5) Certificates must be maintained by the certification provisions of the ICC, provided, however, that the Department Head, with the approval of the City Manager, may authorize a delay of updating the certificate on the basis of hardship.

6) Failure to maintain a certification will result in a loss of 2% for each year's delay of certification.

7) If the ICC certification program is discontinued, the representatives of Management and the Engineers shall meet and confer to establish equivalent requirements for an internal certification program.

# ARTICLE 4 - BENEFITS

## SECTION 4.1 HOLIDAYS

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

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day

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

When a holiday occurs on a Saturday, the day immediately preceding shall be observed as the holiday. When a holiday occurs on Sunday, the day immediately following will be observed as a holiday. For TFEA, if a holiday falls on any other scheduled day off, the employee shall be scheduled for another day off.

A) Pay for Holidays Worked:

TFEA shall receive pay at the rate of one and one-half (1½) times the regular hourly rate. (This is in addition to the regular work shift of holiday pay.)

Engineers shall receive pay at the double daily rate if required to work on any of the holidays. (This is in addition to the regular work shift of holiday pay.

B) Holidays for 9/80 Participants

1) A holiday shall be one full work shift. A half day holiday shall be one-half (½) work shift.

2) Holidays falling on normal work days shall be paid in an amount equal to the amount of hours normally scheduled for the work shift - either 8 hours, 9 hours, or 10 hours.

3) If a holiday falls on a 9/80 scheduled day off, the City will close and the employee will accrue eight (8) hours of holiday leave which will be added to the employees vacation leave balance.

4) If such addition would cause the employee's vacation balance to exceed the maximum allowable for vacation accrual, the employee shall receive holiday pay at straight time instead.

C) For those employees with weekends which consist of a Saturday and Sunday, the following shall apply:

1) If a holiday falls on a Saturday, and the prior Friday is an 8 hour work day in which the employee is scheduled to work, the City will close and the employee will be off work with eight hours holiday pay.

If the holiday falls on a Saturday and the Friday before is the employee's 9/80 schedule day off, the City will close on Friday and the employee will accrue 8 hours holiday leave which will be added to the employee's vacation leave balance. Subsections 4.1(B)(3) and 4.1(B)(4) also apply.

2) If a holiday falls on a Sunday, the Monday following will be observed, the City will close, and the employee will be off work and receive their regularly scheduled hours for holiday pay.

D) For those employees whose regularly scheduled weekends are other than Saturday and Sunday the following shall apply:

1) If the holiday falls on any scheduled day off, the employee shall receive 8, 9, or 10 hours vacation leave.

E) If an employee is required to work a holiday specified in this MOU, the MOU language governing holiday worked will be used for computation of pay.

**SECTION 4.2 VACATION/ANNUAL LEAVE**

A) Accrual Rate for ***Engineers***

1) Effective October 1, 2010, employees in classifications covered by this agreement shall earn combined vacation and annual leave prorated on an hourly basis as follows:
   a) From date of hire to the end of the 1st year of service (months 0-12) —a total of 6.58 hours per month.
   b) From the beginning of the 2nd year to the end of the 2nd year (months 13-24)—a total of 7.21 hours per month.
   c) From the beginning of the 3rd year to the end of the 3rd year (months 25-36)—a total of 7.87 hours per month.
   d) From the beginning of the 4th year to the end of the 4th year (months 37-48)—a total of 8.54 hours per month.
   e) From the beginning of the 5th year to the end of the 6th year (months 49-72)—a total of 10.54 hours per month.
   f) From the beginning of the 7th year to the end of the 9th year (months 73-108)—a total of 11.21 hours per month.
   g) From the beginning of the 10th year to the end of the 20th year (months 109-240)—a total of 14.56 hours per month.
   h) From the beginning of the 21st year to the end of the 24th year (months 241-288)—a total of 15.88 hours per month.
   i) From the beginning of the 25th year (month 289)—a total of 18.54 hours per month.

2) All service mentioned shall be total and continuous.
   a) Combined annual leave and vacation may be taken at the discretion of the employee subject to Department Head approval.
   b) Annual leave was originally converted from Columbus and Admission Days, as well as a partial trade-off for the 38-hour work week.

B) Accrual Rate for ***TFEA***

1) Effective October 1, 2010, employees in classifications covered by this agreement shall earn combined vacation and annual leave prorated on an hourly basis as follows:

   a) From the date of hire to the end of the first year of employment at the rate of 6.57 hours per month of employment.
   b) Commencing with the 2nd year of employment and until completion of two years of employment at the rate of 7.51 hours per month of employment.
   c) Commencing with the 3rd year of employment and until completion of three years of employment at the rate of 8.17 hours per month of employment.
   d) Commencing with the 4th year of employment and until completion of four years of employment at the rate of 8.84 hours per month of employment.
   e) Commencing with the 5th year of employment and until the completion of nine years of employment at the rate of 10.84 hours per month of employment.

f) Commencing with the 10th year of employment and until the completion of 20 years of employment at the rate of 14.19 hours per month of employment.
g) Commencing with the 21st year of employment at the rate of 15.51 hours per month.
g) Commencing with the 25th year of employment at the rate of 16.17 hours per month of employment.

C) Eligibility
Only probationary or permanent employees shall earn vacation and/or annual leave and only while receiving compensation from or through the City. Vacation shall be prorated on an hourly earned basis.

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

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

F) Maximum Accrual

1) Engineers
An employee may accrue vacation and annual leave up to the amount earned over the preceding 36 months based on the vacation accrual table in Attachment E provided, however, that vacation accrued in excess of 200 hours must receive department head approval.

2) TFEA
An employee may accrue vacation up to the amount earned over the preceding 36 months based on the vacation accrual table in Attachment E provided, however, that vacation accrued in excess of 160 hours must receive department head approval.

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

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

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

J) Pay for Vacation

1) Active Employee – Annual optional cash out
Cash or deferral to 457 plan: An employee, subject to department head approval, may select each year to receive pay or defer into the 457 plan vacation up to maximum of 160 hours per fiscal year (28 days prior notice must be given for such a request) if at least 40

hours of vacation remains on the books. Pay may be taken as deferred compensation up to the maximum allowed by the IRS code.

2) Separating or Retiring Employee - Deferral of Vacation Pay
Upon separation or retirement, employees may defer any amount into the 457 plan up to limits allowed by law

**SECTION 4.3 SICK LEAVE/PERSONAL 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. However, both parties understand that employees have legitimate needs to take time off. Neither side desires to inhibit employees from their legitimate right to use sick leave.

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

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

B) Sick Leave Use

1) An employee shall be granted sick leave for the following reasons:
   a) Personal illness or injury.
   b) 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 in accordance with departmental rules and regulations.
   c) Forced quarantine of the employee in accordance with community health regulations.

2) Family illness or injury:
   a) Illness, injury or medical appointment of a member of the employee's immediate family which requires that employee's presence.
   b) Immediate family of the purpose of this section is defined as spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchildren, grandparents or grandchildren and great grandparents or great grandchildren.
   c) Such time will be deducted from existing sick leave of the employee.

C) Accrual rate

1) Engineers:
Permanent and probationary employees shall be granted sick leave in the following manner: Six hours per month to a maximum of 600 hours accrued sick leave.

2) TFEA:
Permanent and probationary employees will be granted sick leave in the following manner:
a) Employees hired after July 1, 1968, six (6) hours per month to a maximum of 600 hours accrued sick leave.
b) Employees hired on or before July 1, 1968, six (6) hours per month to a maximum of 800 hours accrued sick leave.

D) Cash or deferred compensation options
1) Employees may select to convert any sick leave granted but unused over 300 hours into cash or 457 plan deferred savings. Conversion will be at the rate of one hour of pay for each hour of unused sick leave.
2) Any hours of sick leave which would have been granted over 600 hours will be converted into cash or 457 plan deferred income on the basis of one hour pay for each hour of unused sick leave. Payment for deferral must be requested in Payroll prior to the end of the payroll period during which it is cashed out.

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. 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, patternistic sick leave use, depleted sick leave and/or other elements as reasonably established in the departmental work rules.

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

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

H) Overtime rate after sick leave

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

I) Conversion of sick leave insurance

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

J) 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.

K) Personal Leave

Two work shifts of sick leave per fiscal year may be used by the employee for personal leave for which no verification is required. Such leave must be approved in advance per departmental work rules and shall not be unreasonably denied.

The amount used is deducted from sick leave and may not be carried over from year to year. The time shall be taken in increments of no less than one-half shift.

The leave, while paid for out of sick leave, is actually paid personal leave and is not a part of sick leave usage in and of itself.

L) Deferral of Accrued Sick Leave

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

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

## SECTION 4.4 INDUSTRIAL INJURY OR ILLNESS

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

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

A) Amount of Leave

1) Engineers

a) For injuries sustained prior to August 3, 1997, the following applies:
In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:

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

b) For injuries sustained on or after August 3, 1997, the following applies:
In the event an employee sustains an injury or illness arising out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:

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

2) TFEA

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

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

i) Up to three months during the first three (3) years of employment.

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

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

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

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

c) For injuries sustained on or after January 31, 2010, the following applies:

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

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

B) Employees who are 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 they had been present for duty.

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

D) An employee on industrial injury leave shall inform the City of any current outside employment and/or 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.

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

1) The Department Head shall notify either Engineers or TFEA within seventy-two (72) hours of any industrial injury which causes the death or hospitalization of any member of the bargaining unit.

2) Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.

**SECTION 4.5 LEAVES OF ABSENCE**

A) Request:

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

B) Leaves Without Pay

1) A leave of absence without pay not to exceed five working days may be granted to any employee by the department head.

2) A leave of absence without pay for more than five working days shall be subject to the recommendation of the department head and the approval of the City Manager.

3) Notwithstanding any other provision of this contract, no leave or combination of leaves related to a single injury or illness shall be granted for more than a total of eight months.

The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. The single injury or illness shall be defined as in Attachment A.

4) An employee must have completed six months of permanent employment with the City before being eligible for consideration of a medical leave of absence of more than 30 days.

5) A leave of absence without pay may be granted to any employee by the City for the purpose of accepting a temporary appointment to State, County, Federal or local agency.

C) Refusal of Leave of Absence

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

D) Holding Position Open

Upon the expiration of a leave of absence, duly granted in accordance with the provisions of this Section, an employee shall be returned to the same position or class of position that he/she occupied when the leave of absence was granted.

E) Medical Examination at Termination of Leave

Prior to the expiration of any leave of absence, the City Manager may determine, by evidence of medical examination or other reasonable evidence, if the employee is mentally and physically able to perform the duties of the position from which the leave was granted. If the City Manager has determined that the employee is unable to return to work, the employee will not be returned to work but shall have the right to submit the matter through the Civil Service Commission to review the reasonableness of such findings.

F) Military Leave of Absence

A leave of absence for military service shall be granted to any employee as required by the laws of the United States or the State of California.

G) Return from Military Leave

Any employee returning from military leave shall have all the rights and privileges granted by law. An employee covered by this Agreement who leaves or has left City service to enter the active service of the Armed Forces of the United States, and who subsequently is reinstated to a position previously held by him/her, will be entitled upon completion of the following conditions to receive the rate of compensation at the step, including longevity for TFEA, to which he/she would have been entitled had his/her service with the City not been interrupted by such Federal service. Any employee returning from military leave which has exceeded 90 consecutive calendar days shall not be reinstated to his position in the classified service unless he/she meets the following conditions:

1) Employee must make a written application to the City within 40 days following release from the active military service;
2) Employee must furnish the City for their inspection a certificate of termination of services with the Armed Forces, which termination was under honorable condition; and
3) Employee must establish to the reasonable satisfaction of the City that the employee is qualified to perform the duties of such position.

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

I) Family leave:

1) As required by State and Federal law, the City will provide family leave for eligible employees. To be eligible, an employee:

   a) Must have been permanently employed by the City for at least 12 months and have worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
   b) Must have been permanently employed by the City on a half-time basis for at least 12 months and have been employed for at least 1,040 hours during the 12-month period immediately preceding the commencement of the leave.

2) Family leave is permitted for the following reasons:
   a) Birth of a child or to care for a newborn of an employee;
   b) Placement of a child with the employee for adoption or foster care;
   c) Need to care for a child, parent or spouse who has a serious health condition;
   d) Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

3) Employees who meet eligibility under Section 1(a) above are entitled to a total of 12 work weeks during any 12-month period. Employees who meet eligibility under Section 1(b) are entitled to a total of six work weeks during any 12-month period. The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken.

4) During a family leave, an employee may concurrently use other accrued paid leaves in connection with the leave.

5) The total amount of family leave for which an employee is eligible will be inclusive with existing maximum periods as established in Section 4.4.

6) Rights and obligations which are not specifically set forth in this section are set forth in the City's statement of Family and Medical Leave Policy and in the California Fair Employment and Housing Commission and the Department of Labor regulations implementing the California Family Rights Act and the Federal Family and Medical Leave Act.

**SECTION 4.6 BEREAVEMENT LEAVE**

A) Each employee covered by this Agreement shall be entitled to up to three working shifts of bereavement leave with pay per death of an immediate family member. Additional leave, up to two working shifts may be granted by the department head due to an out-of-state death, or one which is 300 miles from the borders of the City of Torrance. If there is any question as to the distance of a locale from the City, an Auto Club map will be the determining factor.

   1) Such bereavement leave shall apply to a death in the immediate family.
   2) Immediate family shall have the same meaning as defined for family sick leave. In addition, up to one (1) work shift of this leave may be used for a relative not named in the sick leave listing, subject to approval by the department head.
   3) Bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused but shall not be chargeable to sick leave.
   4) Exceptions to the definition of immediate family will be evaluated on a case by case basis by the Department Head.
   5) If the employee needs additional paid hours to provide for bereavement leave, the employee may supplement the hours from vacation leave or personal leave.

**SECTION 4.7 COMPASSIONATE LEAVE**

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

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

B) Such leave shall not be accruable nor shall it have any monetary value if unused.

C) With the approval of the Department Head, employees in the Department from other representation groups may be allowed to attend funerals of co-workers.

**SECTION 4.8 JURY DUTY**

A) Any employee covered by this agreement who is summoned for jury service at any court during regularly scheduled hours of work will be entitled to regular compensation. Jury service fees other than mileage reimbursement must be deposited according to procedures as described in Administrative Rules in order to qualify for regular compensation. The amount of time allowed for jury service for an employee will correspond to the minimum time required by law.

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

**SECTION 4.9 EMPLOYEE INSURANCE**

A) Medical and Life Insurance

1) The City shall pay the PERS statutory minimum per employee for active and retired employee health insurance. The PERS statutory minimum employer contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the PERS statutory minimum 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 statutory minimum (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:

| | No Coverage | 1 Party | 2 Party | 3 Party |
|---|---|---|---|---|
| PERS Mandated Amount | $0 | By Statute | By Statute | By Statute |
| City Cafeteria Contribution | $0 | Total - PERS Statutory Minimum | Total - PERS Statutory Minimum | Total - PERS Statutory Minimum |
| 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. | | | | |

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

Given the increases to the health insurance premiums provided for by this Agreement, it is the intent of the parties to eliminate the previously provided cash contribution (i.e., city cafeteria contribution) to those employees who do not take health insurance from the City. However, given that existing employees who have not taken City-paid health insurance have been provided a cash amount as part of their compensation, it is the intent of the parties to "grandfather" existing employees as of the date of approval of this agreement by the City Council with their current cafeteria cash amount of $232.34 for Engineers and $226.01 for TFEA employees. Employees hired after the effective date of this agreement will be not eligible for the cash in-lieu of selecting a health insurance plan option.

B) Long Term Disability Insurance

1) Employees shall be covered for the Commercial Insurance long term/short term disability program as follows:

a) An employee must request a medical leave of absence in conjunction with a request for such benefits.
b) After an elimination period, employees will receive 2/3 base pay for a period as determined under the guidelines of the commercial insurance policy.

Eligibility for this Commercial plan, and all provisions of the plan are in accordance with Commercial Insurance policy.

C) Life Insurance

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

D) General Insurance

The City shall continue health and life insurance premium payment during a legitimate medical leave of absence for a period not to exceed eight months for any employee covered by this Agreement.

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

E) Retiree Insurance

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

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

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

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

F) Dental Insurance:

All employees covered by this agreement will receive two-party dental insurance. This benefit has no cash value if not used. If employees want to cover additional family members not covered in either 2006 or 2007, additional insurance may be purchased.

G) Vision Insurance

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

**SECTION 4.10 RETIREMENT**

A) Employees covered by this Agreement shall be covered by the City contract with the Public Employees Retirement System 2% at 55 Plan (per Government Code § 21354), including ½ pay continuance, highest single year (per Government Code § 20042) and military buy-back. (Section 21264.1 California Government Code) and supplemented by Social Security.

B) The City shall pay the employee's 7% contribution to PERS for employees covered by this agreement.

C) The 7% paid by the City is considered as employer-paid member contributions (EPMC) in accordance with Government Code § 20636(c)(4).

D) Effective January 11, 2011, all new hires shall be responsible for the employee's contribution to PERS, currently 7% of pay.
   1) Section 4.10(C) would no longer be applicable for new hires.

E) PARS Defined Benefit Plan
   1) There is hereby established a supplemental retirement system called PARS.
   2) PARS is a private retirement plan administered by Public Agency Retirement Services.
   3) The PARS benefit is described in the Plan document which is on file in the City Clerk's Office.
   4) The employee organization did not take a pay grid adjustment for the period starting January 25, 2004. The amount of 2.32% from January 25, 2004, to June 30, 2004, and another 2.32% from July 1, 2004, to the start of a new agreement (for a total of 4.64% carried forward) was used to fund the PARS benefit.
   5) If, in the future, the amount of City contribution towards the plan exceeds the 4.64%, the employee organization agrees that the employee organization will fund the plan by a reduction in the future pay grids of employees covered by the Memorandum of Understanding, to be discussed by meet and confer process.
   6) Further costs for the administration of the plan, such as actuarial studies and other expenses will be paid for from the plan itself and not by the City.
   7) The employee organization further agrees that when conducting future salary surveys, the Torrance salaries will be increased by a total of 4.64% for comparison purposes, along with any future pay adjustments, either up or down. The employee organization further agrees that if portions of the pay grid as defined in Section 2.1(B) and 2.1(C) are utilized for enhancing the PARS benefit, then the 4.64% will be increased to reflect the percentage used. There is a possibility of a grid adjustment downward in the event of underfunding of the PARS plan.
   8) Any new classes moved into this agreement shall be subject to meet and confer for plan costing, surveys and other aspects of this agreement.

**SECTION 4.11 UNIFORMS**

**SECTION 4.11.1 ENGINEERS**

The City shall pay a uniform allowance two times per year with payments made during June and December of each year as follows:

A) $107.50 each six (6) months of employment for employees in the classification of Fire Prevention Officer and Senior Fire Prevention Officer.
B) $225.00 each six (6) months of employment for employees in the classification of Animal Control Officer.
C) These amounts will be prorated for actual time of employment.

**SECTION 4.12 TOOL AND EDUCATIONAL MATERIALS ALLOWANCE**

**SECTION 4.12.1 ENGINEERS**

Effective with this Agreement the City shall pay a $175.00 tool and educational materials allowance payable in February. Employees who are on the payroll effective the first pay period in February will be eligible for such benefit.

**SECTION 4.13 DEFERRED COMPENSATION**

Employees covered by this agreement shall be eligible to participate in the City-administered deferred compensation plans consisting of a 457 plan and 401(a) plan.

Upon retirement or termination, the employee shall have the option to defer the sick leave and vacation leave balance into the City's 457 plan up to the annual limit of deferred savings allowable for that year under federal law.

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

A) The 457 plan is available for all employees. Employee contributions to this plan can include voluntary deductions from pay, excess for medical contributions, and cash received from accrued vacation and sick leave cash out as described in Sections 4.2(J) for vacation leave and 4.3(D) for sick leave.

B) 401(a) Plan
Employees covered by this agreement are automatically enrolled in the 401(a) deferred compensation plan upon completion of one year of service. (A one-time irrevocable opting-out option by current employees was allowed by July 1, 2001.) Funds deposited into the 401(a) plan are decided on by the majority vote of Engineers/TFEA participants. Effective July 1, 2001, the City contributes $300 per year ($11.54 per pay period) into this deferred compensation plan. For employees that opted out of this plan in 2001, the $300 is placed in their 457 deferred compensation plan account. Effective October 1, 2010, this contribution will be used to fund the Public Agency Retirement System (PARS) benefit.

C) Retirement Health Savings Plan
The Association may implement a Retiree Health Savings Plan during the term of this agreement.

**SECTION 4.14 LICENSES AND CERTIFICATES**

**SECTION 4.14.1 ENGINEERS**

The City agrees to provide an amount to cover those certificates and licenses that upgrade the knowledge, skills, and professionalism of employees covered by this agreement. The City shall provide

$220 per year for this purpose. The qualifying licenses and certificates with recurrent annual fees shall be:

- Registered Professional Engineer
- Licensed Land Surveyor
- American Institute of Certified Planners

In January of each year the Engineers will present to the City a list of employees maintaining the above-listed licenses and certificates. The City shall pay for the certificates in so far as the yearly allotment will provide. If more licenses and/or certificates are maintained than can be covered by this fund, then the contributions shall be reduced pro rata to the employee. If all of the fund is not used in a given year, then the remainder shall be carried forward to the next year. The payment shall be made in February of each year, along with the tool allowance (Section 4.12).

**SECTION 4.15 SHOE ALLOWANCE**

**SECTION 4.15.1 ENGINEERS**

Employees required by their department heads to wear safety shoes or boots except for those employees in the classification of Animal Control Officer, shall receive a shoe allowance of $135.00 once per year payable during September of each year. Employees who are on the payroll effective the first pay period in August will be eligible for such a benefit. Such an employee is subject to appropriate disciplinary action for failure to wear these safety shoes or boots while on the job.

Employees in the classification of Animal Control Officer, who are required by their department heads to wear safety shoes or boots, shall receive a shoe allowance of $250.00 once per year payable during September of each year. Employees who are on the payroll effective the first pay period in August will be eligible for such a benefit. Such an employee is subject to appropriate disciplinary action for failure to wear these safety shoes or boots while on the job.

**SECTION 4.16 U.S. SAVINGS BOND**

**SECTION 4.16.1 ENGINEERS**

A U.S. Savings Bond program will be made available to all employees when possible.

## ARTICLE 5 - HOURS OF WORK

**SECTION 5.1 HOURS OF WORK**

Effective February 6, 1994, Torrance City Hall will have the following hours of work:

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

Other City divisions not located in the City Hall complex may modify schedules for work groups to operate on either a 9/80 "open" or 9/80 "closed" schedule that does not conform to the above.

The City will continue to work toward the implementation of a modified work schedule in departments which do not currently operate under the 9/80 program.

**SECTION 5.1.1 ENGINEERS**

A) Prior to the implementation of the 9/80 plan, a regular work week consisted of:

1) 5 days/40 hours (5/8 schedule), or
2) 4 days/40 hours (4/10 schedule) pursuant to 5.1.1.C. As of August 9, 1993, the 4/10 plan is still in effect as described in 5.1.1.B.

B) Engineer Assignment

1) Effective July 8, 1984, all new hires will be required to work a 9/80 work schedule. (Department Head may assign a new hire to a four-day work week. However, such employee does not develop vested rights in the four-day work week schedule).
2) If an employee in the Engineering Department currently on a four-day work schedule voluntarily chooses to work a 9/80 work schedule, subject to approval by Department Head, such employee will be given one six-month grace period to determine if he/she will remain on the 9/80 or return to the four-day work schedule.
3) Employees promoted to the positions of Associate Engineer or Assistant Engineer shall work a 9/80 work week.

   In addition, employees who lateral into the Engineering Department into the position of Associate Engineer or Assistant Engineer will get the step which gives them 5% and must work a 9/80 work week.

C) For Engineering Department employees only, those working an eight-hour, five-day schedule must begin the work day between 6:30 a.m. and 8:30 a.m. and must work an eight hour day every day.

Engineering Department employees on a ten-hour, four-day schedule must start work between 6:30 a.m. and 8:30 a.m. and must work a ten-hour day every day.

Changes in start times or work schedules must be approved in advance with the employee's supervisor so that each work group or squad shall have at least one employee present between the hours of 8:00 a.m. and 5:00 p.m., exclusive of the lunch hour from 12:00 p.m. to 1:00 p.m. Employees may request variances from the schedule from the supervisor. Requests for variance of start time shall not be unreasonably denied.

This language shall be on a three year trial basis, and will be reviewed with consent of both parties no later than June 30, 1992.

D) With the trial period beginning August 9, 1993, and the permanent implementation of the 9/80 schedule on February 6, 1994, all Engineering Department employees will begin the work day no earlier than 7:00 a.m. pending the completion of the dispute resolution process beginning February 1994.

**SECTION 5.1.2 TFEA**

A) Employees covered by this Agreement shall normally work a 5 day, 40 hour workweek, or 9/80 work week schedule.

B) There shall be at least 8 hours between regular shifts worked by any employee. Any time worked within that 8 hour spread shall be treated as overtime.

C) TFEA and Management may modify the definition of normal work week and the provisions of overtime to accommodate a flex-time approach subject to the joint agreement of the parties and a Supplemental Memorandum of Understanding.

**SECTION 5.2 LUNCH PERIODS**

Employees covered by this Agreement shall be entitled to a lunch period not to exceed 1 hour per regular work day or regular work shift subject to departmental rules developed to accommodate a flexible work schedule.

A) Such lunch periods shall be without pay and may not be accumulated.

B) There shall be no restrictions on the employee during such lunch periods unless compensated for as overtime.

C) The amount of time for lunch period and the procedure for taking lunch period shall be determined by departmental rules and regulations.

**SECTION 5.3 REST BREAKS**

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

A) These rest periods will not be taken at the beginning or end of either half of the regular workday or work shift.

B) Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.

C) The provisions of the Section may be modified by a supplemental Memorandum of Understanding between Engineers, TFEA, and the City to effectuate a flexible work hours concept.

D) Rest periods shall be taken at or near the work site.

**SECTION 5.4 JOB SHARING**

**SECTION 5.4.1 ENGINEERS**

A) Employees in the Planning Department who have Department Head approval may participate in a job sharing program. This shall be on a basis of two employees in one budgeted position, with each employee working 40 hours in a pay period. Upon receipt of a request for participation in a job sharing program, the Department may assign the employee to a half time schedule, if practical, pending identification of a qualified individual in the same classification who is willing to occupy the remaining half time position.

B) Nothing in this provision shall require a department to maintain a job share in the situation where a full time position is budgeted, and after two months of reasonable effort to recruit an individual to occupy the other half of the position, such efforts are unsuccessful. An incumbent of a job share may return to a full time schedule when the other half position becomes vacant or by request and approval to transfer to a vacant full time position.

C) An employee who is denied a job share is entitled to receive the reasons for denial.

D) This job share program shall operate for a test period not to exceed 18 months. It shall be evaluated by the Department Head and the employee organization within 90 days. Any needed modifications in the program will be implemented at that time.

## ARTICLE 6 - OVERTIME

### SECTION 6.1 OVERTIME COMPENSATION

A) Employees covered by this Agreement shall be compensated by pay at the rate of 1½ times the regular hourly rate of the employee for hours worked in excess of a regularly scheduled shift in any day or 40 hours in any week, provided, however, that this may be modified to reflect the 9/80 work schedule and those on a four-day and/or flexible work week schedules.

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

C) Computation
Overtime shall be computed for actual time worked.

D) Overtime Claims for Compensation

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

1) Engineers

a) Time worked after normal business hours for "Inspections" which are not contiguous to the normal work schedule and/or on weekends and which are normal days off, will receive a two-hour minimum and be compensated at time and one-half.

b) If the work or inspection is done after normal working hours that are noncontiguous with the normal work schedule, the compensation will be as in 6.1(D)(1)(a) above.

c) If the overtime is contiguous with the normal work schedule, the compensation will be at a rate of time and one half for actual hours worked with no minimum.

2) TFEA

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

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

b) When an employee who is scheduled for overtime work not contiguous to the regular work shift is not able to perform the duties required due to circumstances beyond the control of the employee, such employees shall be compensated at the

regular overtime rate for a minimum of 2 hours. If said overtime is scheduled after 12:00 midnight and before 5:00 a.m., such minimum shall be increased to 3 hours.

**SECTION 6.2 CALL OUT**

Employees covered by this agreement who are called out after regular working hours to respond immediately for emergency work shall be compensated at a double-time rate for the first 2 hours with a guaranteed minimum of 2 hours. Such minimum shall be increased to three hours if an employee is called out after 12:00 midnight and before 5:00 a.m.; provided, however, that call out work in excess of the first 2 hours will be compensated at the regular overtime rate.

Availability for emergency work shall be determined by departmental rules and regulations. In the event of a lack of response to emergency situations, the City shall take whatever steps are necessary to maintain appropriate service levels to the public.

## ARTICLE 7 - CONDITIONS OF EMPLOYMENT

**SECTION 7.1 PROBATIONARY PERIOD**

A. For all classifications covered by this Agreement there shall be a probationary period which shall be one (1) year of service for original, non-promotional appointments and a probationary period of six (6) months of service for all promotional appointments.

B. An employee's probationary period shall be extended if the employee is absent from the performance of his/her normally assigned duties in excess of ten cumulative working days during his/her probationary period for any leave of absence (except approved vacation), including, but not limited to, industrial injury, extended illness/injury, or light duty. The probationary period will be extended by the amount of time equal to the time absent.

**SECTION 7.2 DISCIPLINARY PROVISIONS**

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

**SECTION 7.3 TRANSFERS - LATERAL TRANSFERS/MEDICAL LATERAL TRANSFERS**

A) Lateral Transfer

1) A permanent employee in a representation unit represented by Engineers or TFEA may make himself eligible for lateral entry into a classification in representation units represented by Engineers or TFEA, whose salary range is equal to or less than that of the classification of position presently held by the employee. Salary ranges shall be considered to be equal if there is no more than a 7.5% difference in the highest steps in the two classes).

2) When a position in a classification for which employees have applied for lateral entry becomes vacant, employees who have so applied shall be given the opportunity to lateral into the position pursuant to the following:
   a) No promotional list exists for the position.
   b) The department heads involved approve of the lateral appointment. Such approval will not be required where lateral appointment is the result of a layoff or medical disability.

c) The City Manager concurs in the lateral appointment.
d) Priority of consideration shall be on the basis of seniority subject to the above.
e) Such lateral appointment of the employee shall be subject to 180 days period to verify this competency in the new position.

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

3) The approval and verification of department head and the City Manager shall be final.

4) If an employee accepts a lateral transfer, his salary shall be at his former rate or at the highest step of the lower range, whichever is the higher.

B) Transfer (in class)
1) Employees who make in class transfers shall be subject to a six-month probationary period to verify competency in the new position.
2) Items (A)(2)(a) through (e), and (A)(3) through (4) shall apply.

C) Medical Lateral Transfers
1) Employees who are subject to medical lateral transfers shall be subject to a six-month probationary period.
2) For Engineers, items (A)(2)a through e, and (A)(3) through (4) shall apply.

**SECTION 7.4 LAYOFF PROVISIONS**

**SECTION 7.4.1 ENGINEERS**

Layoff from other representation units: in case of layoff in a classification not covered by this Agreement, an employee who had previous permanent employment in a classification covered by this Agreement shall have the right to any vacant position previously held or such lower vacant positions they qualify for; provided, however, that all current employees in the representation unit shall be allowed lateral opportunity per Section 7.3 of this Agreement and/or the exclusive right to promote if they are on any certified list or in the process of testing for the certified list in the representation unit first.

**SECTION 7.4.2 TFEA**

A) Prerequisite for Layoff

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

1) All temporary, seasonal and/or recurrent and probationary employees have been released from the class.
2) Employees in the class have been given an opportunity to seek lateral transfer to existing vacant positions (See Section 7.3).
3) Management will meet and consult with the representatives of TFEA over alternative courses of action to avoid such layoff.
4) Notice of actual layoff shall be given no less than 72 hours before the date of implementation. Such shall include:
a) Classification where layoff is to occur;
b) Seniority list by total continuous City seniority of employees in the effected class;

c) List of current permanent vacancies in all classes represented by TFEA;
d) Separate notice to any employee in the class who has two or more below standard ratings within the preceding three years.

B) Order of Layoff

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

C) Voluntary Reduction of Class

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

1) Such voluntary reduction can be to a lower class of previous standing or to a lower class in the same occupational grouping (see Section 2.1.2).
2) If the voluntary reduction in class causes a layoff in the lower class such layoff shall follow the provisions of this Section.

D) Recall

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

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

E) Layoff from Other Representation Units

In the case of a layoff in a classification not covered by this Agreement, an employee who had previous employment in a classification covered by this Agreement shall have the same rights as listed in subsection 7.4.2(C), provided, however, that such an employee's seniority shall be based solely upon total employment in classifications covered by this Agreement.

**SECTION 7.5 INACTIVE STATUS**

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

A) Such a request must be made before the termination of an employee or within 30 days of such termination.

B) The inactive status shall continue for no more than one year.

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

D) All employee benefits shall not accrue during such inactive status and the employee shall not have continuity of service.

**SECTION 7.6 CLASSIFICATION STUDIES**

A) The City retains the right to conduct and prepare classification studies. The City retains the absolute right to reallocate budgeted funds from vacant positions.

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

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

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

## ARTICLE 8 - GRIEVANCES

**SECTION 8.1 DEFINITION**

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

**SECTION 8.2 SCOPE**

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

**SECTION 8.3 GRIEVANCE PROCEDURES**

A) First Step: Supervisory Level
1) The grievance may be presented in writing on a form provided by the City. The first Section of the form must be completed fully by the employee or representative. If the form is not complete, it will be returned to the employee. The employee(s) and/or the representative(s) must notify the supervisor when an issue is to be processed in accordance with this grievance procedure.
2) The aggrieved employee(s) and/or a representative shall meet and consult with the employee's immediate supervisor.
3) The immediate supervisor may ask for a superior to participate.
4) If a grievance is not resolved by the end of the third full working day, after being received by the immediate supervisor, the employee may within 10 working days appeal in writing to the department head on a form provided by the City.
5) If a grievance is against a department head, the employee shall appeal to the City Manager.

B) Second Step: Department Head Level
1) The aggrieved employee(s) and/or a representative(s) shall meet and consult with the employee's department head, or City Manager if grievance is against department head.
2) The department head may require the employee's superiors to be present at such conference.
3) If the grievance is not resolved by the end of the 5th full working day after being received by the department head, the employee may within 10 working days appeal in writing to the City Manager.

C) Third Step: City Manager Level
1) The aggrieved employee(s) and/or a representative(s) shall meet and consult with the City Manager or a designee.
2) The City Manager may require the department head to be present at such conference.
3) If the grievance is not resolved satisfactorily by the end of the 5th full working day after being received by the City Manager, the employee may within 10 working days appeal in writing through the City Manager for binding arbitration.

D) Fourth Step: Arbitration
1) As soon as possible, and in no case later than ten (10) working days after receipt of an appeal, the City Manager or a designee shall request a list of seven (7) names from the American Arbitration Association.
2) Representatives of Management and the employee's representative will select an arbitrator within three (3) working days from receipt of the list. If agreement cannot be reached from among these names, each of the parties shall strike names from the list in rotation until only one name remains. Priority in striking shall be decided by the flip of a coin.
3) The decision of the Arbitrator shall be final. Such decision shall not add to or otherwise modify the language of this Agreement.

## SECTION 8.4 GENERAL GRIEVANCE PROVISIONS

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

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

C) Cost of arbitration shall be equally shared by the parties.

D) A grievance shall be considered untimely if not presented by the employee within 30 calendar days of the alleged grievance or within 30 days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.

E) Written grievances shall be on a form provided by the City.

F) The grievant is entitled to competent representation of his choice.

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

H) An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance shall not in any way be coerced, intimidated or discriminated against.

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

J) Failure on the part of the grievant or his/her representative to participate in good faith at any point during the grievance process shall render the grievance abandoned.

K) If the City fails to respond within the time lines as set forth above, the grievant may proceed automatically to the next step.

# ARTICLE 9 - GENERAL

## SECTION 9.1 SECURITY PROVISIONS

A) The following Agency Shop provisions shall apply to employees in classifications listed in Section 2.1 of this Agreement.

1) Each employee in this bargaining unit who is not on a leave of absence shall either become a member of the representative employee group (Engineers or TFEA), pay to the employee group a service fee of ninety percent (90%) of the monthly dues and general assessments of the employee group for the term of this Memorandum of Understanding, or in the case of religious objection (see section B) pay an amount equal to the service fee to a non-denominational charity. Such amounts shall be determined by the employee group and shall be implemented by the City in the first payroll period following written notice of a new amount.

2) The City and the appropriate employee group shall jointly notify all new employees of the representation unit that they are required to pay dues, service fee, or make a charitable donation, and that such amounts will be automatically deducted from their paychecks.

3) Notification of new employees:
An authorization card will be distributed by the City during the new employees' orientation meeting. The card will state that there are three options for employees in classifications covered by this agreement: to pay full Union dues, to pay a Union service fee of 90% of the dues amount, or to make a contribution to a non-denominational charity due to religious objection.

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

The employee has the opportunity of changing this choice on the card one time during the month of November each year.

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

C) The representative employee group agrees to indemnify, defend and hold the City free and harmless from any and all liability and claims for damage by any persons including, but not limited to, employees in classifications covered by this agreement, regarding this section. It is also agreed that neither any employee nor the representative employee groups shall have made any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deduction were or should have been made.

D) The representative employee group shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Clerk of the City of Torrance, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of balance sheet and an operating statement, certified as to its accuracy by its president and the secretary-treasurer or corresponding principal officer, or by a certified public accountant.

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

**SECTION 9.2 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATORY HARASSMENT**

A) The City, Engineers, and TFEA support the concept of equal employment opportunity.

B) Neither the City, Engineers, nor TFEA shall discriminate on the basis of age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union or non-union affiliation, or political affiliation.

C) The City, Engineers and TFEA agree that they will work to ensure a working environmental free of discriminatory harassment.

D) The parties agree to cooperate actively and positively to provide encouragement, assistance and appropriate training opportunities. Where feasible, the City will provide on the job training and other training opportunities.

E) This Section is expressly non-grievable. Any violation will be redressed through the City Discrimination policy.

**SECTION 9.3 JOB ACTION**

A) Engineers, TFEA and their members agree that during the term of this Agreement there shall be no strike, slowdown, concerted use of sick leave or other concerted job action.

B) In the event of an unauthorized job action, the City agrees that there will be no liability on the part of Engineers or TFEA, provided the employee organization promptly and publicly disavows such unauthorized action, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the employee organization notifies the City in writing, within forty-eight (48) hours after the commencement of such job action, what measures it has taken to comply with the provisions of this Section.

C) In the event such actions by the employee organization have not effected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action against individual employees participating in the concerted job action.

**SECTION 9.4 TRAINING**

**SECTION 9.4.1 TFEA**

A) Job Training:

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

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

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

**SECTION 9.5 EMPLOYEE RELATIONS LEAVE**

**SECTION 9.5.1 ENGINEERS**

An amount equal to 12 work shifts per fiscal year shall be available for employees to participate in Employee Relations Leave outside the City. This time must be requested in advance and if the representative's supervisor has not given prior approval, the leave may not be taken. Unused hours from the previous year can be carried over and will be used first in subsequent years; however maximum shifts used in any one year cannot exceed 16 shifts (or 144 hours). This time would apply to all employee association related business on and off-site.

**SECTION 9.5.2 TFEA**

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

**SECTION 9.6 DUES CHECK-OFF**

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

**SECTION 9.7 USE OF CITY VEHICLE**

**SECITON 9.7.1 TFEA**

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

**SECTION 9.8 WELFARE TO WORK**

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

**SECTION 9.9 FAMILY LEAVE**

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

## ARTICLE 10 - MISCELLANEOUS

**SECTION 10.1 RELEASE TIME**

The City recognizes that employees and representatives of the Association are entitled by law to reasonable release time for many purposes. The purpose of this provision is to memorialize the parties' intent with respect to use of reasonable release time.

Use of release time is necessary for the Association to effectively operate. However, it is essential for efficient operations of City service that supervisors and managers are timely informed of the use of

release time to ensure minimal impact to service delivery. For these reasons, the parties agree that release time will be provided in accordance with this article.

The parties agree that Employees will utilize the form attached to this agreement as Exhibit D to provide notice of their request to use release time. Release time will not be unreasonably denied.

A. Negotiations: If negotiations are set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance. If negotiations are set with less than 48 hours advance notice, employees are required to complete the Release Time form and submit it as soon as possible.

   Employees will be provided with release time for the entire period of the negotiation session (including travel time from their worksite) as well as one half (1/2) hour before and one (1) hour after.

B. Hearings: Release time is available for time spent in hearings (e.g. PERB, discipline, grievances), preparing for hearings, and traveling to such hearings. It is expected that employees who are using release time for these purposes will complete and submit the Release Time form with sufficient notice to minimize impact to operations. If a hearing is set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance.

C. Meetings to Represent Employees: There are numerous situations where employees in the Association may seek representation, including, but not limited to, an Administrative Conference, investigation where the employee has a reasonable belief that the meeting may lead to the imposition of discipline, or other meetings where representation is legally appropriate. If such meetings are set more than 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance. If such meetings are set with less than 48 hours advance notice, employees are required to complete the Release Time form and submit it as soon as possible.

D. Releases shall only be for those employees requiring release from actual scheduled hours of work.

**SECTION 10.2 EMPLOYEE MANAGEMENT MEETINGS**

Upon request, monthly meetings between the employee group and management will be held. A request for the meeting must be made two weeks prior to the date desired. An agenda may be prepared by either party. Either party may add items to the agenda.

**SECTION 10.3 CONTINUED DISCUSSIONS**

## ARTICLE 11 - EFFECTIVE DATES

**SECTION 11.1 PROVISIONS EFFECTIVE**

This Agreement shall be effective from the date of its approval by the City Council and until June 30, 2012, unless superseded by a subsequent Agreement. Such agreement may be reopened for further meeting and conferring, and may be continued or modified by the consent of both parties.

## ARTICLE 12 – NOTICES

**SECTION 12.1 NOTICES**

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

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

Fax: (310) 618-5891

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

In January of each year the Association shall provide to the address shown in 12.1.A. above a listing of the officers of the Association. Included in that listing are those officers that are to be noticed per this Section; included shall be the mailing or e-mail address or both to be used for that notice. A facsimile number may be given if available. The list of officers for notice shall be updated by the Association every six (6) months.

C. Effectiveness. Any and all notices, demands or other communications ("Notices") required or desired to be given hereunder by either party shall be in writing and shall be validly given or made by any of the following methods:

1) By personal delivery;
2) By facsimile transmission if also deposited at the same time for delivery by United States mail in the manner described in clause (iii);
3) By deposit in the United States mail, certified or registered, postage prepaid; or
4) By delivery by a same day or overnight courier (e.g., Federal Express, etc.).

For Notices served personally or by courier, service shall be conclusively deemed made at the time of such personal service or refusal to accept service. Notice served by facsimile transmission shall conclusively be deemed to have been made as of the earlier of:

a) The first business day following the date of transmission to the facsimile number, if any, shown above, so long as the sender has reasonable confirmation of the receipt by the receiving facsimile machine of the facsimile transmission; or
b) The date of receipt or refusal of the concurrently mailed copy of the Notice. If such Notice is transmitted by mail, such shall be deemed delivered upon actual delivery or refusal to accept delivery, addressed to the party to whom such Notice is to be given at the address set forth above.

Any party hereto may change its address or facsimile number for the purpose of receiving Notices as herein provided by a written notice given in the manner as outlined in Section 12.1.B above to the other party or parties hereto. By following the methods as outlined for Notice, it will constitute notice given in accordance with this provision on the date received or refused.

**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 June 2011.

_____
Mayor Frank Scotto

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

ATTEST:

by _____
Patrick Q. Sullivan, Assistant City Attorney

_____
Sue Herbers, City Clerk

## ATTACHMENT A

## 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

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

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

C. "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.

D. "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.

E. "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

A. 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:

1) The date of death of the employee;
2) The date benefits have been incurred for the maximum benefit period;
3) 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);
4) The date the employee ceases to be totally or partially disabled;
5) 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 |

B. Recurrent Disability:

1) 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.

2) 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:

   a) 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.
   b) 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.

3) 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

A. 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:

1) Any State or Federal Government Disability or Retirement plans;
2) Salary or wages paid by the employer or other employer;
3) Workers' Compensation or any similar law;
4) Any total disability and total and permanent disability provisions of any insurance policy; and
5) Unemployment insurance.

## V. TERMINATION OF COVERAGE

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

1) The date the program is terminated by mutual agreement of the employee groups and the City of Torrance;

2)[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.
3) The date of entry of the employee into military service except for temporary duty of 30 days or less.

B. 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

A. The program does not cover disability:

1) Resulting from any intentionally self-inflected injury;
2) 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.
3) Resulting from any act of war, declared or undeclared;
4) Resulting from participating in or consequence of having participated in the committing of a felony.

[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.

## ATTACHMENT B

## CATASTROPHIC LEAVE PROGRAM
(revised 1998)

### Purpose

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

### Policy

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

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

Donated hours may be used under the following situations:

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

### Procedures/Guidelines for Using Catastrophic Leave

1. Leave of Absence paperwork[2] must be submitted to the Human Resources Department. It should include medical certification of a serious health condition per the FMLA guidelines and the dates the employee expects to be absent. The leave must be approved by the Department Head and the Human Resources Director.

2. Verification of illness or injury of the employee or qualifying family member must be provided in writing by the treating physician on the City provided forms.

3. The employee or representative makes a request for catastrophic leave donations to the employee's department. The City Manager's Office is then notified and advertises the donation request via e-mail.

4. The period of absence will be determined by the written verification of the employee's or family member's physician and will not be based on the number of hours donated.

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[2] Leave of Absence paperwork consists of Request for Leave of Absence form and either a Physician Certification Form or a Family Medical Certification form (for family illness).

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

6. Employees must exhaust all 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.

**Procedures / Guidelines for Donating Hours**

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

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

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

4. Donations of leave hours, once used, are irrevocable and become part of the receiving employee's leave bank.

5. Employees with less than 40 hours of sick leave may not donate sick leave hours. This provision may be waived by the City Manager if a donating employee has given notice of terminating employment with the City and there is a current qualified Catastrophic Leave Bank recipient.

**Confidentiality**

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

## ATTACHMENT C

## COMPETENCIES FOR PUBLIC WORKS INSPECTOR

**Steps 5, 6 & 7 of the grid are attained through achievement of competencies listed below. Incumbents placed on Steps 5, 6 & 7 may assume the working title of Public Works Inspector II.**

1. To advance to each step, incumbents must demonstrate proficiency of at least 3 of the competency areas which is no less than 30 hours of instruction.
2. Proficiency may be shown through a combination of training hours, college units, certification through organizations/ institutions recognized by the industry, or equivalent.
3. The Department and/or Division Head shall determine equivalency.

Competency areas are listed below:

| Competency | Description |
|---|---|
| Public Works Inspection | • Demonstrates knowledge of public works inspection techniques and policies and procedures for being an effective Public Works Inspector.<br>• Focuses on methods to accomplish inspection and contract administration tasks. |
| Advanced Public Works Inspection | • Demonstrates knowledge of inspection techniques specifically for construction methods and materials used in public works projects.<br>• Focuses on inspection techniques for earthwork, roadway surfacing, concrete structures, domestic water distribution pipelines, wastewater collection, storm drains, traffic signal, and treatment plants. |
| Plan Reading for Public Works | • Reading and interpreting plans related to public works, water, storm drain, and sewage facility projects.<br>• Survey methods, symbols, mathematical conversions, and determination of slope and grade.<br>• Material cost estimations. |
| Project Administration | • Knowledge of the techniques, methods, and processes used in the management of construction projects.<br>• Outsourcing potentials.<br>• Fundamentals of contract administration. Includes planning, scheduling, and coordinating public works projects.<br>• Evaluation of extra work, claims, disputed work, project documentation. |
| Survey for Public Works Construction | • Knowledge of basic survey practice relating to field construction, including, site layout, grades, and measurements. |
| Portland Cement Concrete | • Portland Cement concrete design, testing, and construction as they relate to the Public Works Inspection. |
| Asphalt Concrete | • Asphalt Cement design, testing, and construction as it relates to Public Works Construction.<br>• Paving methods, terminology, and equipment as it relates to Public Works Construction. |
| Traffic Control Work Zone | • Ability to set up worksite control in traffic areas.<br>• Knowledge of traffic control standards, control devices in urban/utility work zones.<br>• Flagger essentials and personal protective needs. |
| Confined Spaces Safety | • Ability to work safely in confined spaces including details of permits, atmospheric testing, emergency and rescue operations.<br>• Knowledge of CAL-OSHA regulations.<br>• Identification of hazards and how to control them before and during a confined space entry. |

| Competency | Description |
|---|---|
| Sewer Facilities Maintenance | • Knowledge of sewer construction, inspection, and testing, cleaning methods, safety, elementary hydraulics, pipeline and manhole repair, and equipment maintenance. |
| Street and Highway Construction | • Ability to read and understand street construction plans.<br>• Exhibit an understanding of the street construction process, including, scheduling, and utility coordination.<br>• Knowledge of construction survey as it relates to earthwork, subgrade/asphalt construction, and concrete improvements. |
| Soils | • Knowledge of soil properties, identifications, classifications and their relationship to underground and surface structures.<br>• Understanding of soil surveys, graphs, sampling, and, bearing-value tests.<br>• Methods of stabilization, trenching and erosion control. |
| Concrete Structures | • Ability to read and understand complex construction standards as they relate to the placement of concrete structures.<br>• Knowledge of reinforcing steel, concrete, and forming as it relates to concrete structures |
| Landscape Management | • Understanding of the growth characteristics and maintenance of trees, shrubs, flowers, and turf.<br>• Fundamentals of irrigation design and construction. |
| Water Mathematics and Hydraulics | • Knowledge of conversions as they relate to units, flow rates, pressure, weight, volume, and area.<br>• Understanding of system hydraulics, main sizing and layout. |
| Water Distribution Systems | • Knowledge of State and Federal Regulations and public health considerations.<br>• Knowledge of water main pipe, valves, fire hydrants, water meters, pumps and motors.<br>• Understanding of water wells, storage, distribution, and system maintenance.<br>• Understanding of cross connection control. |
| Construction of Water Systems | • Ability to read and understand water construction plans and standards.<br>• Exhibit an understanding of the water construction process, scheduling, coordination, materials, and testing. |

## ATTACHMENT D

## REQUEST FOR RELEASE TIME FORM

In accordance with your MOU, the City and the Association have agreed to utilize this form for the use of all Release Time.

Instructions: Please e-mail this completed form to **BOTH** Releasetime@TorranceCA.gov and your immediate supervisor.

Date: _____

Employee: _____

Department/Division: _____

Release Date(s) Requested: _____

Scheduled Meeting Time(s): _____

Location of Meeting: _____

Purpose (check appropriate box):

- ☐ Negotiations
- ☐ Hearing
- ☐ Meeting(s) to Represent Employees
- ☐ Executive Board Members (TME-TLEA-AFSCME only)

**Employees on paid release time are required to limit their activities to matters within the course and scope of representation. The use of such time for personal or campaign activities is prohibited by law (California Government Code Section 8314).**

## ATTACHMENT E

## MAXIMUM VACATION ACCRUAL TABLE

**In accordance with the provisions of Section 4.2.F, the table below must be used for calculating the maximum accrual for vacation ONLY.**

A) Accrual Rate for ***Engineers***

1) Employees in classifications covered by this Agreement shall earn combined vacation and annual leave prorated on an hourly basis as follows:

a) From date of hire to the end of the 2nd year of service (months 0-24)—a total of 8.67 hours per month.

b) From the beginning of the 3rd year to the end of the 3rd year (months 25-36)—a total of 9.33 hours per month.

c) From the beginning of the 4th year to the end of the 4th year (months 37-48)—a total of 10.00 hours per month.

d) From the beginning of the 5th year to the end of the 6th year (months 49-72)—a total of 12.00 hours per month.

e) From the beginning of the 7th year to the end of the 9th year (months 73-108)—a total of 12.67 hours per month.

f) From the beginning of the 10th year to the end of the 20th year (months 109-240)—a total of 16.02 hours per month.

g) From the beginning of the 21st year to the end of the 24th year (months 241-288)—a total of 17.34 hours per month.

h) From the beginning of the 25th year (month 289)—a total of 20.00 hours per month.

B) Accrual Rate for ***TFEA***

1) Employees in classifications covered by this Agreement shall earn vacation as follows:

a) The rate of 8.67 hours per month of employment by each regular employee.

b) Commencing with the 3rd year of employment and until completion of three years of employment, at the rate of 9.33 hours per month of employment.

c) Commencing with the 4th year of employment and until completion of four years of employment, at the rate of 10 hours per month of employment.

d) Commencing with the 5th year of employment and until the completion of nine years of employment, at the rate of 12 hours per month of employment.

e) Commencing with the 10th year of employment and until the completion of 20 years of employment, at the rate of 15.35 hours per month of employment.

f) Commencing with the 21st year of employment, at the rate of 16.67 hours per month.

g) Commencing with the 25th year of employment, at the rate of 17.33 hours per month of employment.