



Date: December 3, 2024

To: Honorable Mayor and Members of the City Council

From: Aram Chaparyan, City Manager

By: Ian Dailey, Deputy City Manager | IDailey@TorranceCA.Gov

Subject: City Manager – Adopt **RESOLUTION** Pursuant to Memorandum of Understanding (MOU) Setting Forth Hours, Wages, and Working Conditions for Torrance City Employees Association (TCEA). Expenditure: \$1,454,464 (General Fund and Non-General Fund: Approximately \$363,616 Annually).

RECOMMENDATION

Recommendation of the City Manager that City Council adopt a **RESOLUTION** pursuant to memorandum of understanding (MOU) setting forth the hours, wages, and working conditions for employees represented by the Torrance City Employees Association (TCEA) for the period beginning July 1, 2024, and ending June 30, 2028.

FUNDING

Funding is available in the City's fiscal year 2024-25 General Fund, Section 8 Fund, Airport Fund, Transit Fund, Water Fund, Sanitation Fund, Sewer Fund, Self-Insurance Fund, Fleet Fund, and AQMD Fund operating budgets and is anticipated to be available in subsequent fiscal years.

DISCUSSION

On November 15, 2022, City Council adopted Resolution No. 2022-143 setting forth the hours, wages, and working conditions for City of Torrance (City) employees represented by TCEA for the period beginning December 18, 2022, and ending June 30, 2024. Representatives of City Management and TCEA participated in the meet-and-confer process for a successor MOU with both parties having reached an agreement on a multi-year contract. Upon conclusion of the meet-and-confer process, the membership of TCEA also voted in favor of the proposed agreement.

In addition to general language updates as shown in Attachment 2 to this report, the key changes to pay and benefits as reflected in the proposed four-year agreement are summarized below:

Effective Date	Key Changes
July 1, 2024	<ul style="list-style-type: none"> Issue one-time payment equivalent to 6 months of health insurance premium contribution increases based on the following increases per month: <ul style="list-style-type: none"> Employee only: \$80.68 per month; Employee + 1: \$168.15 per month; Family: \$199.38 per month.

Effective Date	Key Changes
December 1, 2024	<ul style="list-style-type: none"> • Merge Office Assistant and Administrative Assistant classifications and establish a new Administrative Assistant I/II classification. • Eliminate Member Relations grocery certificate and increase base pay grids 0.27% accordingly. • Increase grids by 3.75% • Implement an administrative policy that addresses Leave of Absence, Bereavement Leave, Compassionate Leave, Family-School Partnership Leave, and Jury Duty and adjust language to refer to this citywide policy.
January 1, 2025	<ul style="list-style-type: none"> • Implement health insurance premium contribution increases as follows: <ul style="list-style-type: none"> • Employee only: \$80.68 per month; Employee + 1: \$168.15 per month; Family: \$199.38 per month.
July 13, 2025	<ul style="list-style-type: none"> • Increase grids by 3.75%
July 12, 2026	<ul style="list-style-type: none"> • Increase grids by 3.50%
July 11, 2027	<ul style="list-style-type: none"> • Increase grids by 3.50%

In addition to the items listed in the summary grid above, the following continued discussion items are also included in the MOU:

- Move-up and Temporary Appointment Language updates
- Safety Shoes Allowance: potential removal due to lack of payments processed
- Retirement Health Savings Plan
- The City agrees to conduct salary surveys prior to the end of the agreement for the following positions (order of preference listed if not all done at once):
 - Police Records Technician
 - Reprographic Specialist
 - Claims Technician
 - Graphic Designer
 - Driver/Clerk, Delivery
 - Administrative Assistant I/II

The total cost of the package is approximately \$1.5 million, or 18.9% for the term of the agreement. Staff will continue to work with the association's leadership on the continued discussion items.

ATTACHMENTS

1. Torrance City Employees Association (TCEA) Memorandum of Understanding CLEAN
2. Torrance City Employees Association (TCEA) Memorandum of Understanding REDLINED

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

An agreement of the undersigned representatives of the Torrance City Employees Association (TCEA) 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 starting July 1, 2024 through June 30, 2028, and was reached through agreement of the undersigned parties.

Signed this 3rd day of December, 2024.

Management

/s/Ian Dailey

/s/ Jamie Le

TCEA

/s/ Tracey Gowdy

/s/ Henrietta Kopecky

RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE
SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR
EMPLOYEES REPRESENTED BY THE TORRANCE CITY EMPLOYEES
ASSOCIATION (TCEA), AND REPEALING RESOLUTION NO. 2022-143**

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

SECTION I

That Resolution No. 2022-143 is hereby repealed.

SECTION II

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

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ARTICLE 1 - INTRODUCTION

SECTION 1.1 PREAMBLE

The following is the Agreement regarding hours, wages, and working conditions between the City of Torrance and the Torrance City Employees Association. Each Section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of Sections as a whole.

SECTION 1.2 MANAGEMENT RIGHTS

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

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.

The City shall not hinder employees for exercising any right of representation provided by law. Employees covered by this agreement may have a representative present at administrative hearings convened to receive and review all recommendations for disciplinary suspensions, demotions or discharges resulting from misconduct, incompetence, inefficiency, failure to perform duties or to observe the rules and regulations of the department or of the City, and felony charges. Employees covered by this agreement may also have a representative present at an investigatory interview which may result in discipline against the employee.

ARTICLE 2 - COMPENSATION

SECTION 2.1 SALARY RANGES AND CLASS TITLES

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

Effective December 1, 2024

The following listing outlines the crosswalk required to implement the salary grids effective the above date:

- **Administrative Assistant I/II:**
 - Employees on steps 1* through 3* of the Office Assistant classification, will be placed on step 1 of Administrative Assistant I/II.
 - Employees on step 4* of the Office Assistant classification, will be placed on step 2 of Administrative Assistant I/II.
 - Employees on step 5* of the Office Assistant classification, will be placed on step 3 of Administrative Assistant I/II.

- Employees on steps 6* through 7* of the Office Assistant classification, will be placed on step 4 of Administrative Assistant I/II.
- Employees on steps 1* through 3* of the Administrative Assistant classification, will be placed on step 5 of Administrative Assistant I/II.
- Employees on step 4* of the Administrative Assistant classification, will be placed on step 6 of Administrative Assistant I/II.
- Employees on steps 5* through 6* of the Administrative Assistant classification, will be placed on step 7 of Administrative Assistant I/II.
- Employees on step 7* of the Administrative Assistant classification, will be placed on step 8 of Administrative Assistant I/II.

* Indicates that the step number is referring to the salary grid prior to December 1, 2024.

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I/II	Hourly	\$22.26	\$23.37	\$24.54	\$25.77	\$27.06	\$28.41	\$29.83	\$31.32
Claims Technician	Hourly	\$26.33	\$27.62	\$29.01	\$30.48	\$32.00	\$32.75	\$33.62	
Deputy City Clerk I	Hourly	\$26.33	\$27.62	\$29.01	\$30.48	\$32.00	\$32.75	\$33.62	
Driver/Clerk, Delivery	Hourly	\$19.55	\$20.51	\$21.53	\$22.64	\$23.73	\$24.36		
Graphic Designer	Hourly	\$27.26	\$28.58	\$30.03	\$31.54	\$33.08	\$33.88	\$34.77	
Human Resources Technician	Hourly	\$30.48	\$32.00	\$33.60	\$35.29	\$37.06	\$38.91	\$40.85	
Legal Assistant I	Hourly	\$26.33	\$27.65	\$29.03	\$30.48	\$31.25			
Legal Assistant II	Hourly	\$32.00	\$33.62	\$35.32	\$37.08	\$38.93			
Police Records Technician	Hourly	\$20.47	\$21.47	\$22.53	\$23.70	\$24.87	\$25.51	\$26.11	
Records Management Specialist	Hourly	\$22.77	\$23.92	\$25.11	\$26.36	\$27.67			
Reprographic Specialist	Hourly	\$21.52	\$22.63	\$23.71	\$24.93	\$26.19	\$26.83	\$27.51	
Secretary, Minute	Hourly	\$26.38	\$27.72	\$29.09	\$30.57	\$32.06	\$32.84	\$33.71	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective July 13, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I/II	Hourly	\$23.10	\$24.25	\$25.47	\$26.74	\$28.08	\$29.48	\$30.95	\$32.50
Claims Technician	Hourly	\$27.32	\$28.66	\$30.10	\$31.63	\$33.20	\$33.98	\$34.89	
Deputy City Clerk I	Hourly	\$27.32	\$28.66	\$30.10	\$31.63	\$33.20	\$33.98	\$34.89	
Driver/Clerk, Delivery	Hourly	\$20.29	\$21.28	\$22.34	\$23.49	\$24.62	\$25.28		
Graphic Designer	Hourly	\$28.29	\$29.66	\$31.16	\$32.73	\$34.33	\$35.16	\$36.08	
Human Resources Technician	Hourly	\$31.63	\$33.20	\$34.86	\$36.62	\$38.45	\$40.37	\$42.39	
Legal Assistant I	Hourly	\$27.32	\$28.69	\$30.12	\$31.63	\$32.43			
Legal Assistant II	Hourly	\$33.20	\$34.89	\$36.65	\$38.48	\$40.39			
Police Records Technician	Hourly	\$21.24	\$22.28	\$23.38	\$24.59	\$25.81	\$26.47	\$27.09	
Records Management Specialist	Hourly	\$23.63	\$24.82	\$26.06	\$27.35	\$28.71			
Reprographic Specialist	Hourly	\$22.33	\$23.48	\$24.60	\$25.87	\$27.18	\$27.84	\$28.55	
Secretary, Minute	Hourly	\$27.37	\$28.76	\$30.19	\$31.72	\$33.27	\$34.08	\$34.98	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective July 12, 2026

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I/II	Hourly	\$23.91	\$25.10	\$26.37	\$27.68	\$29.07	\$30.52	\$32.04	\$33.64
Claims Technician	Hourly	\$28.28	\$29.67	\$31.16	\$32.74	\$34.37	\$35.17	\$36.12	
Deputy City Clerk I	Hourly	\$28.28	\$29.67	\$31.16	\$32.74	\$34.37	\$35.17	\$36.12	
Driver/Clerk, Delivery	Hourly	\$21.01	\$22.03	\$23.13	\$24.32	\$25.49	\$26.17		
Graphic Designer	Hourly	\$29.29	\$30.70	\$32.26	\$33.88	\$35.54	\$36.40	\$37.35	
Human Resources Technician	Hourly	\$32.74	\$34.37	\$36.09	\$37.91	\$39.80	\$41.79	\$43.88	
Legal Assistant I	Hourly	\$28.28	\$29.70	\$31.18	\$32.74	\$33.57			
Legal Assistant II	Hourly	\$34.37	\$36.12	\$37.94	\$39.83	\$41.81			
Police Records Technician	Hourly	\$21.99	\$23.06	\$24.20	\$25.46	\$26.72	\$27.40	\$28.04	
Records Management Specialist	Hourly	\$24.46	\$25.69	\$26.98	\$28.31	\$29.72			
Reprographic Specialist	Hourly	\$23.12	\$24.31	\$25.47	\$26.78	\$28.14	\$28.82	\$29.55	
Secretary, Minute	Hourly	\$28.33	\$29.77	\$31.25	\$32.84	\$34.44	\$35.28	\$36.21	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective July 11, 2027

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I/II	Hourly	\$24.75	\$25.98	\$27.30	\$28.65	\$30.09	\$31.59	\$33.17	\$34.82
Claims Technician	Hourly	\$29.27	\$30.71	\$32.26	\$33.89	\$35.58	\$36.41	\$37.39	
Deputy City Clerk I	Hourly	\$29.27	\$30.71	\$32.26	\$33.89	\$35.58	\$36.41	\$37.39	
Driver/Clerk, Delivery	Hourly	\$21.75	\$22.81	\$23.94	\$25.18	\$26.39	\$27.09		
Graphic Designer	Hourly	\$30.32	\$31.78	\$33.39	\$35.07	\$36.79	\$37.68	\$38.66	
Human Resources Technician	Hourly	\$33.89	\$35.58	\$37.36	\$39.24	\$41.20	\$43.26	\$45.42	
Legal Assistant I	Hourly	\$29.27	\$30.74	\$32.28	\$33.89	\$34.75			
Legal Assistant II	Hourly	\$35.58	\$37.39	\$39.27	\$41.23	\$43.28			
Police Records Technician	Hourly	\$22.76	\$23.87	\$25.05	\$26.36	\$27.66	\$28.36	\$29.03	
Records Management Specialist	Hourly	\$25.32	\$26.59	\$27.93	\$29.31	\$30.77			
Reprographic Specialist	Hourly	\$23.93	\$25.17	\$26.37	\$27.72	\$29.13	\$29.83	\$30.59	
Secretary, Minute	Hourly	\$29.33	\$30.82	\$32.35	\$33.99	\$35.65	\$36.52	\$37.48	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

SECTION 2.2 BASE PAY RANGE**A. Definition**

The base pay range shall be the actual hourly rate of pay for a particular classification without consideration of any premiums, longevity or extraordinary compensation as shown in Section 2.1.

B. Starting Pay Ranges

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

C. Regular Pay

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

SECTION 2.3 SALARY ADVANCEMENT

- A. The base pay step advancement within a pay range shall be on the pay period closest to the anniversary date of required years of employment, to the maximum step of the base pay range.
- B. Accelerated Step Advancement

Upon recommendation of the Department Head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify. (Advancement to the next step following such accelerated advancement shall normally be after one year.).

SECTION 2.4 RATE OF PAY ON PROMOTION

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

SECTION 2.5 EXTENDED STEPS

Pay steps in Section 2.1 marked as Extended Steps shall be implemented as outlined below:

Administrative Assistant: Progression to steps 5, 6, 7, and 8 is achieved based on employees demonstrating the competencies outlined in the class specification. Upon recommendation of the Department Head demonstrating need for the Department combined with a performance evaluation of Meets or Exceeds Expectations in the most recent evaluation cycle, and concurrence of the City Manager or designee, an employee may be advanced into the extended steps. A recommendation for step advancement must be completed annually by the Department Head to confirm a Meets or Exceeds Expectations evaluation rating is maintained. In the event an employee is promoting into the position of Administrative Assistant, initial step placement shall address Section 2.4 on Rate of Pay Upon Promotion first if the employee has a Meets or Exceeds Expectations in the most recent evaluation cycle, with subsequent step advancement conforming to the requirements of this section.

Human Resources Technician: Progression to steps 6 and 7 is reserved for employees receiving an Exceeds Expectations rating on their most recent performance evaluation. Upon recommendation of the Department Head, and approval of the City Manager, an employee shall be advanced to each subsequent step. A recommendation for step advancement must be completed annually by the Department Head to confirm an Exceeds Expectations evaluation rating is maintained. Employees on extended steps may use

the working title of Senior Human Resources Technician. In the event an employee is promoting into the position of Human Resources Technician, initial step placement shall address Section 2.4 on Rate of Pay Upon Promotion first if the employee has an Exceeds Expectations in the most recent evaluation cycle, with subsequent step advancement conforming to the requirements of this section.

SECTION 2.6 METHODS OF COMPENSATION

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

If significant errors on paychecks occur, employees may request from the Finance Department a corrected check outside of the normal payroll cycle.

SECTION 2.7 CONTINUITY OF SERVICE

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

- A. Leaves of absence without pay of ten (10) working days or less, and leaves with pay, shall not interrupt continuous employment nor be deducted from total employment.
- B. Leaves of absence without pay in excess of ten (10) working days, except for extended military leave, shall be deducted in computing total employment but shall not serve to interrupt continuous employment.
- C. All unauthorized absences 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 not be paid for any such time not worked). Any unauthorized leave in excess of three (3) working days in any calendar month shall be deducted from total employment and may, at the discretion of the City Manager, interrupt continuity of employment.

ARTICLE 3 - SPECIAL COMPENSATION

SECTION 3.1 PREMIUMS

- 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. All premium pay, and whether it is reported to CalPERS and included in an employee's PERSable compensation, shall be determined by CalPERS as prescribed under Title 2 CCR Section 571. Any changes made by CalPERS regarding requirements for premium reporting shall initiate meet and confer.
- B. Assignment and Reassignments
 - 1. Assignments and reassignments shall be made by the Department Head pursuant to Departmental Rules and Regulations. Such assignments shall be subject to the approval of the City Manager.
 - 2. Premium pay assignments shall be subject to budget limitations and levels of employment needed.

3. Premiums requiring licenses/certificates will be assigned on the following pay period after it was earned and received by Department.

C. Removal of employees from premium pay assignments for disciplinary reasons, incompetence, or the abolishing of positions shall be preceded by notice to employee organization representatives with the intent of precluding unfair actions.

D. Designated Assignments

Police Records Assignment

1. Those employees in the classification of Police Records Technician assigned to a rotating shift in the Records Division of the Police Department shall receive a premium of \$0.75 per hour for all shifts.
2. New employees shall be required to serve a maximum of one twenty-eight (28) day cycle training period on the day watch performing work on the rotating shift assignment prior to attaining eligibility for the rotating shift premium.
3. Records Technicians who are assigned to train employees will receive a premium of 5% above the base pay per hour while so assigned.

E. Bilingual Pay

There will be no more than twenty (20) individuals who will receive pay for skills in Chinese, Korean and Spanish. Employees who qualify in Chinese, Korean or Spanish shall receive \$50 per month. TCEA employees who desire to participate in the program will fill out a Request for Bilingual Test Form located on TEN and send it to Human Resources. Human Resources will arrange testing through the City of Torrance Bilingual Program. The City Manager's Office will be advised of those who pass the test and in turn, the appropriate Department will be notified of the passage. TCEA will be responsible for keeping the City Manager's Office apprised of the names of the twenty (20) individuals who receive the premium. Additional language may be approved with Department Head approval.

F. Certification Pay

Employees in the classification of Legal Assistant II who provide documentation of a Paralegal Certificate shall receive premium pay of five percent (5%) above the base pay per hour.

SECTION 3.2 MOVE UP ASSIGNMENT

A. Objective

The objective of this Section is to provide an equitable manner of paying employees for work done and responsibilities 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 their job, another employee may be assigned by the Department Head or their 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. The department head will certify that the assigned employee is capable of performing the work of the absent employee
3. An employee with a performance improvement plan and/or a Below Standard or Unsatisfactory performance evaluation in the preceding twelve (12) months will not be considered. For purposes of this Section, the employee's performance shall be considered Standard if they have not received an evaluation for more than one (1) year.
4. The Department Head may permit the position to remain temporarily vacant, if, in their opinion, the public health, welfare, and safety are not jeopardized.
5. An employee may decline a move up assignment subject to Section 3.2.E.1 Priorities 1 and 2.

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 ninety (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 Assignment

1. Move-up will be done as follows:

Priority 1:

If a current, non-expired Civil Service list exists, priority will be given to those employees in the same Division regularly employed in a lower classification who are on the list. Offers will be made in the order the employees are ranked on the list. In case of a tie on the eligibility list, the date and time of application submittal will be used to determine seniority.

Priority 2:

If no current, non-expired Civil Service list exists, or the move up cannot be filled using Priority 1, priority will be given to those regularly employed in the next lower classification on a seniority basis. For the purpose of move-up, seniority is defined as time in particular employee's classification.

Priority 3:

In emergency situations, and when no volunteers are found using Priorities 1 and 2, move up assignments may be mandatory through an inverse seniority assignment, or can be made through the next lower classification at the sole discretion of the Department Head or their designee.

2. For all move up opportunities of more than five (5) consecutive days, Departments may use more than one (1) person to fill the vacant position using this rotational system.

3. Employees will indicate their preference for being contacted for move ups by filing a “move-up interest form” with their Division. This form will allow employees to freeze their name for all move up opportunities, or to indicate communication preferences regarding move up opportunities. In absence of a form on file, employees will be assumed to be interested in move up opportunities but will only be contacted while on duty using City communication channels.

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. Acting Department Heads

If a subordinate is not required by class specification to take charge of the Department in the absence of the Department Head, the employee shall be paid during all such move up assignments five percent (5%) over and above base salary pay, provided, however, that if the temporary absence of the Department Head continues in excess of thirty (30) consecutive days, the employee shall then be paid at the salary rate of the lowest step for such assigned position which is higher than the current base salary of that employee, to which shall be added earned longevity pay increments.

H. Move Up Pay for Vacant Position

1. Except as provided in Section 3.2.G, an employee 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.
2. For the purpose of this Section, one-half ($\frac{1}{2}$) shift shall constitute a day.
3. Any assignment to a higher class of one-half ($\frac{1}{2}$) 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.

SECTION 3.3 TEMPORARY APPOINTMENT

Employees covered by this MOU will utilize the definition and practice for temporary appointments as outlined by Torrance Municipal Code Section 14.1.6.

SECTION 3.4 NIGHT SHIFT DIFFERENTIAL

All full-time employees who are assigned night shifts, shall be paid as follows:

- Swing Shift: Five percent (5%) above the base pay per hour (defined as one-half ($\frac{1}{2}$) or more of the shift is worked after 4:00 p.m.).
- Graveyard Shift: Seven and one-half percent (7½%) above the base pay per hour (defined as one-half ($\frac{1}{2}$) or more of the shift is worked after midnight).

SECTION 3.5 MINUTES

Clerical employees covered by this Agreement who are assigned to take minutes at evening meetings of the City Council, Boards or Commissions, shall be paid at the overtime rate per hour for a minimum of two (2) hours.

ARTICLE 4 - BENEFITS

SECTION 4.1 HOLIDAYS

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

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

B. Police Clerical Personnel

Police clerical personnel shall have a different day off in lieu of the day after Thanksgiving per fiscal year. The employee may take the day after Thanksgiving as said day off subject to Department scheduling and approval of the Department Head.

C. Observance of Holiday

When a holiday falls on a weekday (Monday to Friday), the City will close in observance of the holiday.

When a calendar holiday, Christmas Eve, or New Year's Eve falls on a Saturday, the day immediately preceding will be observed as the holiday. When a calendar holiday, Christmas Eve, or New Year's Eve, falls on a Sunday, the day immediately following will be observed as a holiday. For purposes of this Section, Christmas Eve and New Year's Eve are not calendar holidays.

D. Holiday Work Pay

Employees shall receive pay as follows:

1. Emergency Work

Emergency work on any of the holidays expressly named in Section 4.1.A shall be compensated as prescribed under Section 6.2.

2. Scheduled Work

- a. An employee scheduled to work on both the observed and calendar holidays shall be compensated at the regular hourly rate on the observed holiday, in addition to the regular holiday pay. The employee shall be compensated at the rate of time and a half (1 ½) on the calendar holiday, without holiday pay.
 - b. An employee scheduled to work on the observed holiday but not the calendar holiday shall be compensated at the rate of time and a half (1 ½) on the observed holiday in addition to the regular holiday pay. The employee shall not be paid on the calendar holiday.
 - c. An employee scheduled to work on a calendar holiday but not on the observed holiday shall be compensated at the rate of time and a half (1 ½) on the calendar holiday, without holiday pay. The employee shall be paid the regular holiday pay on the observed holiday.
3. Holiday overtime worked by employees *required to work* on holidays is considered PERS-able (income to be included in calculating retirement benefit). This Section only applies to the Police Records Technician. Holiday pay is calculated as base pay plus applicable special compensation premiums multiplied by the number of holiday hours. The following premiums are included in calculating the overtime rate of pay:
- a. Police Records Division Rotating Shift
 - b. Paralegal Certification
 - c. Swing Shift (when assigned)
 - d. Graveyard Shift (when assigned)
 - e. Temporary Appointment

E. Value of Holidays

1. A holiday shall be the value of the normal work shift - either eight (8), nine (9), or ten (10) hours.
2. If a holiday falls on a 9/80 or scheduled day off, the employee will accrue nine (9) hours of holiday leave which will be added to the employee's vacation leave balance. If a holiday falls on a 4/10 scheduled day off, the employee will accrue ten (10) hours of holiday leave which will be added to the employee's vacation leave balance.
3. If a holiday falls on an eight (8) hour, nine (9) hour, or ten (10) hour scheduled workday, and the employee will receive eight (8), nine (9), or ten (10) hours of holiday pay.

SECTION 4.2 VACATION LEAVE

- A. Employees in classifications covered by this Agreement shall earn vacation as follows:
1. At the rate of 8.67 hours per month of employment by each regular employee.
 2. Commencing with the third year of employment and until the completion of three (3) years of employment, at the rate of 9.33 hours per month of employment.
 3. Commencing with the fourth year of employment and until the completion of four (4) years of employment, at the rate of 10 hours per month of employment.

3. Commencing with the fifth year of employment and until the completion of nine (9) years of employment, at the rate of 12 hours per month of employment.
5. Commencing with the tenth year of employment and until the completion of 20 years of employment, at the rate of 15.35 hours per month of employment.
6. Commencing with the 21st year of employment and until the completion of 24 years of employment, at the rate of 16.67 hours per month of employment.
7. Commencing with the 25th year of employment, at the rate of 17.33 hours per month of employment.

B. Vacation Eligibility

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

C. Scheduling

The time of taking vacation shall be requested by the employee with the approval of the Department Head or designee, subject to review by the City Manager. An employee may take vacation only in increments of full days or shifts unless Department Head approval is given for smaller increments.

D. Borrowing

An employee may borrow up to forty (40) hours of unearned vacation subject to the approval of their Department Head; an additional (40) hours on unearned vacation may be available to borrow for qualified catastrophic leave, subject to the approval of their Department Head.

E. Maximum Accrual

Any hours of vacation leave which would have been granted but unused over 500 hours shall be automatically cashed down the first pay date in December. Hours are converted into cash or 457 plan deferred income on the basis of one hour pay for each hour of unused vacation leave. An employee who wishes to defer this amount must submit a written request to the Finance Department's Payroll Division no later than November 15.

F. Effect of Holidays

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

G. Effect of Separation

Any borrowed vacation owed by a terminating employee shall be deducted from the employee's final pay, while any vacation owed to a terminating employee shall be added to the employee's final pay.

- H. Two (2) full work shifts of earned vacation per calendar year may be used for personal leave. Such leave shall be asked for one (1) week in advance except in cases of bona fide emergency. The leave shall not be accruable from year to year, and if used, shall be deducted from earned vacation. Leave may be denied for employees with a Below Standard or Unsatisfactory performance evaluation within the preceding twelve (12) months.

- I. An employee may choose to receive cash or deferred income in lieu of vacation on an hour per hour basis to a maximum of forty (40) hours. Such may be done once each fiscal year.
 - 1. Such a request must be made twenty-eight (28) days before the desired date.
 - 2. Such cash out can only be done if it leaves at least forty (40) hours of accrued vacation.
- J. Upon retirement or separation, employees may elect to defer all or part of the amount of vacation which has been accrued into the 457 plan or cash pursuant to other applicable Sections of the MOU. The amount deferred into the deferred compensation plans are subject to federal regulations.

SECTION 4.3 SICK LEAVE

A. Sick Leave Use

An employee may use sick leave to care for themselves or family members in compliance with the City's Policy on Leaves of Absence in accordance with State and Federal Law. Such time shall be deducted from the existing sick leave accruals of the employee. In addition, employees may use sick leave for the follow reasons:

1. Retirement Early Notification Incentive Program

An employee may use sick leave in accordance with the Retirement Early Notification Incentive Program requirements

B. Accrual rate

Permanent and probationary employees shall be granted sick leave in the amount of six hours for each month of service to a maximum of 500 hours accrued sick leave.

C. 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 (1) hour of pay for each hour of unused sick leave. Such payments shall be made before June 15 or December 15. The deadline to submit requests shall be May 15 or November 15, respectively.
- 2. Any hours of sick leave which would have been granted over 500 hours shall be converted into cash payable on the first pay period in December. Hours converted to cash or 457 plan deferred income will be at the rate of one (1) hour pay for each hour of unused sick leave. An employee who wishes to defer this amount must submit a written request to the Finance Department no later than November 15.

D. 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 their regular day off, they shall be compensated in the same manner as for overtime. They 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.

E. Effect of Separation

1. At the time of retirement or separation, an employee covered by this Agreement shall have their accumulated sick leave converted by the City into cash or deferred income on the following basis:
 - a. After one (1) year of service, each hour of accumulated sick leave shall equal one-fourth ($\frac{1}{4}$) the employee's hourly rate of pay;
 - b. After seven (7) years of service, each hour of accumulated sick leave shall equal one-half ($\frac{1}{2}$) the employee's hourly rate of pay; and
 - c. For all employees at retirement, each hour of accumulated sick leave shall be paid at the employee's hourly rate of pay.
2. Accumulated sick leave shall be paid at 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.

F. Personal Leave

Two (2) work shifts of sick leave per 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. Leave may be denied for employees with a Below Standard or Unsatisfactory performance evaluation within the preceding twelve (12) months.

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 ($\frac{1}{2}$) 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.

- G. Employees covered under this Agreement may participate in the Catastrophic Leave Program as a donor or recipient.

SECTION 4.4 INDUSTRIAL INJURY LEAVE

- A. For industrial 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 their employment with the City, the employee shall be entitled to industrial injury leave as follows:

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

- B. For industrial 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 their employment with the City, the employee shall be entitled to industrial injury leave as follows:

1. Up to three (3) months during the first three (3) years of employment.
 2. Up to six (6) months during the fourth (4th) year of employment.
 3. Up to eight (8) months after four (4) years of employment for industrial injury.
 4. Such leave shall be at eighty five percent (85%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this Section.
- C. Employees who are on industrial injury leave with pay as a result of an industrial injury shall continue to accrue seniority, receive holidays, and accrue vacation and sick leave benefits the same as if they had been present for duty.
- D. An employee on industrial injury leave shall be under the direction of the City subject to medical advice and shall be available at all times unless they receive specific permission from the City.
- E. An employee on industrial injury leave shall inform the City of any current outside employment and/or any such outside employment during the four (4) years immediately prior to such injury. An employee on industrial injury leave shall not enter into any employment or physical activity, as determined by an appropriate physician, which might exacerbate their injury or illness.
- F. Management and the employee organization jointly indicate their concern for the proper use of industrial injury leave. Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.
1. The Department Head shall notify TCEA within seventy-two (72) hours of any industrial injury which causes the death or hospitalization of any member of the bargaining unit.

SECTION 4.5 LEAVES OF ABSENCE

An employee may file a Request for Leave in compliance with the City's Policy on Leaves of Absence in accordance with State and Federal Laws.

SECTION 4.6 BEREAVEMENT LEAVE

An employee may utilize Bereavement Leave in compliance with the City's Policy on Leaves of Absence in accordance with State Law.

SECTION 4.7 COMPASSIONATE LEAVE

An employee may utilize Compassionate Leave in compliance with the City's Policy on Leaves of Absence.

SECTION 4.8 JURY DUTY

An employee who is summoned for jury service shall be covered in compliance with the City's Policy on Leaves of Absence.

SECTION 4.9 FAMILY-SCHOOL PARTNERSHIP LEAVE

An employee may utilize Family-School Partnership Leave in compliance with the City's Policy on Leaves of Absence and in accordance with State Law.

SECTION 4.10 EMPLOYEE INSURANCE

A. Cost of Medical Insurance for Active Employees:

The City shall pay the applicable monthly PERS minimum employer contribution per employee for active employee health insurance. In addition to the PERS minimum employer contribution, the City shall provide active employees with an additional contribution. The aggregate amount shall be referred to as the "City Contribution".

Effective July 1, 2024

	1 Party	2 Party	Family
City Contribution	\$597.68 per month	\$1,140.36 per month	\$1,595.96 per month

On the pay period including December 1, 2024 the City shall issue a one-time payment, for those currently eligible and receiving health insurance benefits as of July 1, 2024, in the following amounts based on enrollment tier: 1 party: \$484.08; 2 party: \$1,008.90; Family: \$1,196.28.

Effective January 1, 2025

	1 Party	2 Party	Family
City Contribution	\$678.36 per month	\$1,308.51 per month	\$1,795.34 per month

B. Cash-In-Lieu Payments:

Full-time employees who meet the following requirements will receive a cash-in-lieu payment of \$400.00 per month for as long as the employee opts-out of medical coverage:

1. The employee provides proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year for which the employee opts-out of City-offered coverage ("alternative required coverage").
2. The proof of coverage must show that the employee and all individuals in the employee's expected tax family have (or will have) the required MEC for the applicable period by signing and submitting an attestation to the City.
3. The employee must provide such reasonable evidence and attestation of alternative required coverage every plan year during open enrollment
4. The City will not provide the cash-in-lieu payment if it knows or has reason to know that the employee or tax family member does not have the alternative required coverage.

B. Long-Term Disability Benefits

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

- a. Commencing with the thirty-first (31st) calendar day after the first (1st) day of lost time, the employee shall receive two-thirds ($\frac{2}{3}$) base biweekly pay for a period of time not to exceed one (1) month for each two (2) months of service to a maximum of two (2) years.

Employees who were participating in the City's Long-Term Disability Program reduced their sick leave accrual to six (6) hours per month in exchange for coverage under the City's Long-Term Disability Plan.

- a. An employee requesting receipt of such benefits must meet the criteria specified in Attachment A and must request a medical leave of absence in connection with a request to receive long-term disability. The request for a medical leave of absence and for LTD benefits must be made in advance except where it can be shown that a bona fide emergency existed. The employee shall receive no benefits except as specified under subsection (a) above. (Leaves of absence are covered under Section 4.5.)
 - b. Payments prorated for actual time on LTD, will commence on the thirty-first (31st) day of lost time by warrant issued every twenty-eight (28) days or portion thereof.
 - c. The maximum of two (2) years shall be for a single or multiple instance subject to the employee restoring such benefit one (1) month for each (2) months of service. The "Maximum Benefit Period" means twenty-four (24) calendar months.
 - d. Such insurance is subject to Human Resources Procedures and Rules Regarding Long Term Disability Plan and Partial Disability in Attachment A.
2. Employees who were active on or after August 1, 1997 and who qualify for the commercial insurance long term/short term disability program shall be covered as follows:
- a. An employee must request a medical leave of absence in connection with a request for such benefits.
 - b. After an elimination period, employees will receive two-thirds ($\frac{2}{3}$) base pay for a period of time as determined under the guidelines of the commercial insurance policy.
 - c. Eligibility for this commercial plan, and all provisions of the plan, are in accordance with the commercial insurance policy.

C. Employees covered under this Agreement shall receive a life insurance policy in the amount of no less than \$50,000.

D. The City shall continue health and life insurance premium payment during a legitimate medical leave of absence for a period not to exceed eight (8) months for any employee covered by this Agreement.

E. Retiree Insurance

The City shall pay the PERS mandated minimum employer health contribution per month per retiree who elects to participate in the PERS health insurance program towards medical insurance. The employer contribution will apply only toward the health insurance premium of one of the authorized PERS health insurance plans and has no cash value if not used in this manner. The PERS mandated minimum employer health contribution amount changes annually as directed by CalPERS.

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, additional insurance may be purchased.

G. Vision Insurance

All employees covered under this Agreement will receive 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 4.11 RETIREMENT

- A. Classic Members covered by this Agreement shall be covered by the City contract with the Public Employees' Retirement System (PERS) 2% at 55 plan (per Government Code Section 21354) including military buy-back and highest single year retirement option (per Government Code Section 20042) and supplemented by Social Security.

- B. The City shall pay the employee's seven percent (7%) contribution to PERS for employees of TCEA.

- C. The 7% paid by the City is considered as employer-paid member contributions (EPMC) and the same 7% will be reported to PERS as compensation earnable in accordance with Government Code § 20636(c)(4) pursuant to Section 206971. For clerical employees, the EPMC became effective July 1, 1979.

Employees hired after January 1, 1977, shall reimburse the City of actuarial liability created by their individual participation under the military buy-back provisions of this plan.

- D. Effective February 1, 2011, all new hires shall be responsible for the employee's contribution to PERS, currently seven percent (7%) of pay.

1. Section 4.10(B and C) would no longer be applicable.

- E. In accordance with the provisions of the Public Employees' Pension Reform Act (PEPRA), employees covered by this Agreement hired on or after January 1, 2013 who do not qualify as "classic members" of PERS, shall be considered "new members" and shall be enrolled in the 2% at age 62 defined benefit formula with final compensation calculation period of three (3) consecutive years. Employees shall be responsible for fifty percent (50%) of the normal cost attributable to the applicable retirement formula.

Note: The definition of "classic member" or "new member" is established per the California Public Employees Retirement System (CALPERS).

- F. Employees covered by this Agreement are eligible for the \$5,000 retired death benefit (Government Code Section 21623.5).

SECTION 4.12 DEFERRED COMPENSATION

- A. Employees covered by this Agreement shall be eligible to participate in the 457 Plan. Rules of these Plans are contained in the applicable Government Code Guidelines as well as the City's Plan documents on file with the City Treasurer.

- B. Upon retirement or separation, the employee shall have the option to defer pay from cash received from accrued sick and vacation leave into the 457 Plan up to the annual limit of deferred savings allowable for that year under Federal Law.
- C. For active employees, the deferral program shall apply to the following:
 - 1. Cash out of vacation (Section 4.2.I)
 - 2. Cash out of sick leave (Section 4.3.E)
- D. At the completion of one (1) year of service, employees become eligible for and shall receive a non-matching deferred City contribution of \$400 per calendar year or \$17.40 per pay period.

SECTION 4.13 MEMBER RELATIONS

Every year on the first pay period of November, employees will be given a grocery certificate for \$201.00 for groceries from the City and TCEA. The City will purchase the certificates and distribute the certificates and will include a joint letter of appreciation. Should the City purchase the certificates at a discount, the City will provide a certificate at a higher value to all employees.

After issuing the November 2024 certificates, this benefit is eliminated and the value will be added to the base salary grids in Section 2.1.

SECTION 4.14 SAFETY SHOES

A. Safety Shoes

Employees covered by this Agreement who are required by their Department Head to wear safety shoes shall be paid a shoe allowance of \$200.00 paid once per year payable during June of each year. Such an employee is subject to appropriate disciplinary action for failure to wear these safety shoes while on the job.

ARTICLE 5 - HOURS OF WORK

SECTION 5.1 NORMAL HOURS OF WORK

- A. All employees covered by this Agreement are on a 9/80 workweek schedule, with the exception of:
 - Police Records Technician (There is a 4/10 workweek schedule for employees covered in this classification).
 - Minute Secretary (The Minute Secretary shall be allowed to have a flexible hours workweek.)
 - Administrative Assistant assigned to the Administrative Section of the Library Services Division will work a Monday to Friday shift with hours of 8 a.m. to 5 p.m.
- B. Employees not on a 9/80 or 4/10 workweek schedule shall normally work a five-day, 40-hour workweek.
- C. There shall be at least eight (8) hours between regular shifts worked by any employee. Any time worked within that eight (8) hour spread shall be treated as overtime.

- D. Employees covered by this Agreement will be given notice five (5) working days prior to any shift change or change in working hours, except in the case of emergencies. This shall not apply to rotating shifts, bidding procedures or other shift changes that occur on a regular basis.
- E. 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.
- F. TCEA and Management may modify the definition of a normal workweek 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.
- G. Employees covered by this Agreement may be eligible to participate in City-wide flexible work arrangement and Hybrid Telework pilot programs in accordance with eligibility requirements and Department Head approval.

SECTION 5.2 LUNCH

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

- A. Lunch periods shall be without pay.
- B. There shall be no restrictions on employees during lunch periods that reduce the amount of time allotted for lunch. Restrictions placed upon employees during lunch periods on their own time that reduce the amount of allotted time, shall be compensated for as overtime.
- C. The amount of time for lunch period and the procedure for taking a lunch period shall be determined by Departmental Rules and Regulations.

SECTION 5.3 REST BREAKS

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

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

ARTICLE 6 – OVERTIME

SECTION 6.1 OVERTIME

- A. Employees covered by this Agreement who work a five-day 40-hour workweek schedule shall be compensated by pay at the rate of one and one-half (1½) times the regular hourly rate of the employee for hours worked in excess of eight (8) hours in any one (1) work shift or forty (40) hours in any one (1) week.

For employees on the 9/80 or 4/10 workweek schedule, employees shall be compensated by pay at a rate of one and one-half (1½) times the regular hourly rate of the employee for hours worked in excess of a regularly scheduled shift or workweek.

B. Computation

Overtime shall be computed for actual time worked. This includes paid leave taken during the pay period.

C. Claims for Compensation

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

D. The provisions of this Section may be revised by a Supplemental Memorandum of Understanding between the representatives of Management and the representatives of TCEA.

E. An employee may request compensation in the form of time off at the rate of time and a half (1½) for hours worked in lieu of pay subject to the approval of the Department Head. Such compensatory time cannot be accrued in excess of one hundred (100) hours. An employee wishing to use any accrued compensatory time off (CTO) must provide notice no later than 48 hours. A maximum of four (4) CTO days may be requested during a particular week. If such notice is provided, the CTO will be granted unless to do so would be unduly disruptive to the department. If less than 48 hour's notice is given, the employee's supervisor may still grant the request, but such decision will be at the supervisor's discretion and not subject to challenge

F. Whenever practicable, overtime shall be first offered to permanent, full-time employees of a class within the Department and Division. There shall be continued discussions in each Department with the intent of establishing procedures for such offers of overtime. In emergency situations, and when no volunteers are found using the seniority basis, overtime may be mandatory through an inverse seniority assignment.

G. Any employee of the Police Department required to appear in court, or placed on call at the station in the performance of their duties, shall be compensated at the regular overtime rate for a minimum of two (2) hours or for the actual time spent in court inclusive of the court's lunch break, if required to report back to court following lunch. If on-duty hours are contiguous to this two (2) hour minimum, the employee shall be compensated for actual hours spent in court.

SECTION 6.2 CALL OUT

The City and TCEA jointly recognize and commit to resolving the problem regarding employee response to call out.

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

Such shall not apply to scheduled holiday work as prescribed under Section 4.1.D.2, Holiday Work Pay - Scheduled Work.

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 their normally assigned duties in excess of ten (10) cumulative working days during their 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

- A. 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.
- B. An employee may request that a written reprimand be removed from their permanent personnel file providing the following conditions are met:
 - 1. A Standard performance evaluation has been maintained during the two (2) year period following the date on the written reprimand; and
 - 2. There has been no discipline during the two (2) year period.
 - a. For purposes of this Section, discipline shall be defined minimally as a written reprimand.

SECTION 7.3 TRANSFERS

- A. Lateral Transfer
 - 1. Permanent employees in a job classification represented by TCEA may make themselves available for lateral entry into a classification in any representation unit represented by TCEA whose salary range is equal to or less than that of the classification of position presently held by the employee. (A salary range shall be considered to be equal to if there is less than a seven-and-one-half percent [7.5%] difference in the highest step in the base salary range for the class.)
 - 2. When a position in a classification for which an employee has 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 based on seniority subject to the above. The employee shall receive an evaluation from the Department Head at the end of each thirty (30) day period. If an employee does not qualify, they shall be returned to their previous status. The approval and verification of Department Head and the City Manager shall be final.
- e. Such lateral appointment of the employee shall be subject to a six (6) month period to verify their competency in the new position.
- f. If an employee accepts a lateral transfer, the employee shall be placed on a pay step for the current classification which is closest in pay to their former classification pay step regardless if the highest step in the new classification is lower than their former pay.

B. In-Class Transfer

- 1. Employees who make in-class transfers shall be subject to a six (6) month probationary period.

C. Medical Lateral Transfer

- 1. Employees subject to medical lateral transfers shall be subject to a six (6) month probationary period.
- 2. Medical lateral transfers who do not pass the prescribed probationary period will be reevaluated for current vacancies for which they qualify based on physical restrictions and which are within the other guidelines (Section 4.4).

SECTION 7.4 LAYOFF PROVISIONS

- A. Management retains the right to modify or eliminate this Section pursuant to any court action or subsequent legislation which overturns, modifies, or repeals AB 702.

B. 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. The City will give at least thirty (30) days' notice to the Association prior to any layoffs.
- 2. All temporary, seasonal, and/or recurrent and probationary employees have been released from the class.
- 3. Employees in the class have been given an opportunity to seek lateral transfer to existing vacant positions (See Section 7.3).
- 4. Management will meet and consult with the representatives of TCEA over alternative courses of action to avoid such layoff.

5. Notice of actual layoff shall be given no less than 15 days 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 TCEA;
 - d. Separate notice to any employee in the class who has two (2) or more below standard ratings within the preceding three (3) years.

C. Order of Layoff

1. Employees who have two (2) or more Below Standard performance evaluations within the preceding three (3) years shall be laid off first. Any employee whose most performance evaluations out of the last three (3) years is Standard or better may be excluded from this Section;
2. Next layoff shall occur based on 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 (2) employees are of the same length, seniority shall be decided by the drawing of lots.

D. Voluntary Reduction of Class

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

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

E. Recall

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

1. Such list shall be in inverse order of layoff, lateral transfer, or reduction.
2. A recall list shall be kept by the Civil Service Commission and shall be used when any vacancy for that class is to be filled.
3. The list shall be maintained until all names have been offered an opportunity for recall or at the end of two (2) years, whichever occurs first.

4. The appointing authority shall offer appointment to the first name on said list. If the individual accepts, they shall be appointed. (After sixty [60] days from the date of layoff, the employee may be required to take a medical examination so as to ensure the employee is medically and mentally capable of performing the duties of the class. The individual shall still be required to meet the minimum standards of the class.)

F. 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 Section 7.4.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 thirty (30) days of such termination.
- B. Inactive status shall continue for no more than one (1) year.
- C. Inactive status shall qualify a past employee to be certified as a name in addition to the five (5) open or three (3) promotional eligible for a vacant position in the classification from which they were terminated.
- D. All employee benefits shall not accrue during such inactive status and the employee shall have a break in continuous employment.

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 TCEA in writing of its intent to prepare and submit a revised class specification to the Civil Service Commission for action. TCEA will be invited to give input into the formulation of the revised specifications via meetings between the City and the TCEA. After the proposed revised specification is drafted, the City will submit the revision electronically to TCEA for review, redlining, and modifications. Within thirty (30) days, TCEA 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 thirty (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 TCEA, 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 TCEA may present its position to the City Council.

The Council item will include TCEA's position as an attachment. Human Resources will notify TCEA of the scheduled City Council meeting four (4) weeks in advance. TCEA must submit its position in writing (electronically) to Human Resources two (2) 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 (2) or more classes, the City and the employee group will meet and confer with regard to the status of the incumbents and their hours, wages, and working conditions. A permanent incumbent employee in a current classification covered by the Agreement will not have wages and/or benefits reduced as a result of the above actions.
- D. Upon request, a salary survey will be conducted when a job specification is reclassified or revised.
- E. Both parties specifically agree that this procedure is the sole and exclusive method for revising class specifications (including proposed compensation for the proposed classification) and that neither the City nor TCEA can go through the impasse resolution process to resolve differences over class specifications.

SECTION 7.7 LABOR CODE

TCEA and Management agree to incorporate Labor Code Section 1198.5 into this Agreement by reference.

SECTION 7.8 WORK RULES

The City shall have written work rules for each Department. Such rules shall be transmitted to TCEA within ninety (90) consecutive days of the signing of the MOU. These rules shall cover breaks, lunch hours, reporting for sick leave, sick leave standards, safety, uniform standards, vacation scheduling, and discipline procedure. The City will meet and confer and/or meet and consult regarding Departmental Work Rules upon request by the recognized employee representative. Where an impasse develops, TCEA may make use of the impasse procedure of the Employee Relations Ordinance.

Where meet and confer and/or meet and consult are appropriate, the employee and TCEA may still make use of the grievance procedure where appropriate.

SECTION 7.9 USE OF CITY VEHICLE

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

ARTICLE 8 – GRIEVANCES

SECTION 8.1 DEFINITION OF GRIEVANCE

A grievance is a complaint by one (1) or more employees concerning the application or interpretation of ordinances, rules, policies, practices, or procedures within the scope of this Agreement affecting the employee's wages, hours, and working conditions. The Association may file a grievance in the name of the Association in lieu of a named employee.

SECTION 8.2 SCOPE OF GRIEVANCE PROCEDURE

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

SECTION 8.3 THE GRIEVANCE PROCEDURE

A. First Step: Supervisory Level

1. The employee(s) and/or a representative(s) shall notify the supervisor that they are bringing a grievance.
2. The grievance may be presented orally or in writing. If the grievance is presented in writing, it must be on the grievance form. The employee(s) or representative(s) must complete each section of the form. If the form is not complete, it will be returned to the employee(s) or representative for completion. The timeline will be extended for five (5) working days to complete this task.
3. The aggrieved employee(s) and/or a representative(s) shall meet with the employee's immediate supervisor.
4. The immediate supervisor may ask for a superior to participate.
5. If a grievance is not resolved by the end of the fifth full working day, after being received by the immediate supervisor, the employee may within ten (10) working days appeal in writing to the Department Head on a form provided by the City.
6. If a grievance is against a Department Head, the employee shall appeal in writing to the City Manager.
7. Copies of grievances filed at this level of the grievance procedure will be sent to the president of TCEA.

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 have the employee's superiors present at such conference.
3. If the grievance is not resolved by the end of the fifth (5th) full working day after being received by the Department Head, the employee may within ten (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 satisfactorily resolved by the end of the fifth (5th) full working day after being received by the City Manager, the employee may, with the concurrence of TCEA, appeal in writing within ten (10) working days to the City Manager for binding arbitration. If the employee fails to

appeal, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

D. Fourth Step: Arbitration

1. As soon as is practicable, and in no case later than ten (10) working days after receipt of an appeal, the City Manager or designee shall request a list of seven (7) names from the American Arbitration Association or the State Mediation and Conciliation Service. The parties shall alternate between the American Arbitration Association and State Mediation and Conciliation Service.
2. Representatives of TCEA and Management 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 (1) name remains. Priority in striking shall be decided by the flip of a coin.
3. The decision of the Arbitrator shall be final and binding. Such decision shall not add to or otherwise modify the language of this Agreement.
4. Cost of arbitration shall be equally shared by the parties.

SECTION 8.4 GENERAL GRIEVANCE PROVISIONS

- A. All time periods specified in this Article may be extended by mutual consent of the aggrieved employee(s) or their representative(s) and the Management representative involved and must be done in writing.
- B. The aggrieved employee(s) and/or representative(s) shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.)
- C. A grievance shall be considered untimely if not presented by the employee within thirty (30) calendar days of the alleged grievance or within thirty (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.
- D. Written grievances shall be on a form provided by the City.
- E. Management will notify TCEA of any grievance involving the terms and conditions of this Memorandum of Understanding.
- F. The TCEA representative has the right to be present at any formal grievance conference concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
- 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. If the City fails to respond within any of the timelines set forth above, the grievant may proceed automatically to the next step.
- J. All parties shall participate in good faith at each step of the process. Failure to do so may result in the grievance being denied.

SECTION 8.5 STEWARDS

- A. On July 1 of each year, TCEA will submit a written list of employees who have been selected as stewards to Human Resources and the City Manager. The number of stewards assigned to the City work sites shall be determined by TCEA. The list shall be kept current by TCEA.
- B. When attendance at a formal grievance conference is requested or required, the stewards shall first obtain permission from their immediate Supervisor and inform the Supervisor of the nature of the business.
- C. Upon entering other work locations, the stewards shall inform the Supervisor in charge of the nature of the steward's business.
- D. The officially designated on-site steward or alternate may, with the permission of their Supervisor, be released from duties one-half (½) hour early for the purpose of reviewing personnel file(s) necessary for the processing of grievances/disciplinary matters. Such review must have the written authorization of the employee(s) involved and must be coordinated with Human Resources prior to the review.
- E. TCEA agrees that a steward shall not receive additional compensation for the time spent performing any function of a steward.

ARTICLE 9 – GENERAL

SECTION 9.1 SECURITY PROVISIONS

- A. The City shall deduct the dues from the check issued during the second pay period of each month of each employee in the bargaining unit as specified by TCEA under the terms contained herein.
- B. The City shall also apply this provision to every permanent employee who transfers into this representation unit after July 30, 1989, within sixty (60) calendar days of the transfer.
- C. TCEA 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 TCEA 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. Every employee represented by TCEA, upon hire by the City, shall be provided with a packet of information relevant to TCEA membership and organizational activities. Such packet, prepared by TCEA, shall include the name of the Employee Organization President, and shall be approved by the City for relevant content prior to distribution.
- E. TCEA 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 account.

SECTION 9.2 NON-DISCRIMINATION, EQUAL OPPORTUNITY, AND SEXUAL HARASSMENT

- A. The City and TCEA support the concept of equal employment opportunity.
- B. Neither the City nor TCEA shall discriminate based on age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union or non-union affiliation, or political affiliation.
- C. The City and TCEA agree that they will work to ensure a working environment free of discriminatory harassment.
- D. The parties agree to cooperate actively and positively to provide encouragement, assistance and appropriate training opportunities. Where feasible, the City will provide on-the-job training and other training opportunities.
- E. This Section is expressly non-grievable. Any violation will be redressed through the City Discrimination Policy.

SECTION 9.3 JOB ACTION

- A. TCEA and its members agree that during the term of this Agreement, there shall be no strike, slowdown, concerted use of sick leave, or other concerted job action.
- B. In the event of an unauthorized job action, the City agrees that there will be no liability on the part of TCEA 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 affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action against individual employees participating in the concerted job action.

SECTION 9.4 TRAINING

- A. Job Training

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

SECTION 9.5 EMPLOYEE RELATIONS LEAVE

An amount equal to fifty-seven (57) hours (6.3 work shifts) per fiscal year shall be available for employees to participate in Employee Relations Leave outside the City. If the fifty-seven (57) hours are used up, and if there is a convention that requires the use of additional hours, impacted employees may ask their Department Heads for permission to use up to an additional twenty-seven (27) hours with the concurrence of the City Manager or designee. This twenty-seven (27) hour amount is not subject to carry over if unused.

The City will track these costs and any amount requested over this amount may be taken, but employees must then use their own accrued time, such as vacation or compensatory leave or attend meetings without pay. Unused hours from the previous year can be carried over and will be used first in subsequent years; however, maximum shifts used in anyone (1) year can never exceed ninety (90) hours. The three (3) discretionary shifts which are subject to Department Head and City Manager approval cannot be carried over.

SECTION 9.6 CIVIL SERVICE EXAMINATIONS

Any employee who has applied for and been notified of acceptance to take a Civil Service examination for a City of Torrance position, may take paid time off to take the examination if it takes place during their regular work shift. The employee, however, must give seventy-two (72) hours' notice to their Supervisor of the examination in order to receive pay. (Copy of Civil Service appropriate notification is sufficient.)

SECTION 9.7 WELFARE TO WORK

Duties normally performed by employees represented by TCEA shall not be assigned to welfare recipients, welfare to work participants or any public, private or nonprofit organization using the services of welfare recipients. Such individuals shall displace no TCEA represented employees. Displaced shall be defined as partial displacement such as reduction in hours of work, wages or employment benefits.

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 Agreement.

The parties agree that employees will utilize the form attached to this Agreement as Attachment C to provide notice of their request to use release time. Release time will not be unreasonably denied.

A. Negotiations

If negotiations are set more than forty-eight (48) hours in advance, employees are required to complete the Release Time Form and submit it at least forty-eight (48) hours in advance. If negotiations are set with less than forty-eight (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 (½) hour before and one (1) hour after.

B. Hearings

Release time is available for time spent in hearings (e.g., PERB, discipline, grievances, Civil Service Commission), 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 forty-eight (48) hours

in advance, employees are required to complete the Release Time Form and submit it at least forty-eight (48) hours in advance. The City will provide paid release time to one (1) employee without City Manager approval. Additional paid releases may be requested by the Employee Group with the approval of the City Manager or the City Manager's designee.

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 forty-eight (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 forty-eight (48) hours advance notice, employees are required to complete the Release Time Form and submit it as soon as possible. Paid release time will be provided for one (1) employee attendance at such meetings.

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

SECTION 10.2 MONTHLY MEETINGS

- A. Management and TCEA agree to meet monthly to discuss any issues which may be brought forward by either party. Any meeting may be canceled or rescheduled by consent of both parties.
- B. Requests may be made for meetings to be held between stewards and/or executive board members and employees covered by this Agreement. Upon request of the TCEA Departmental Steward or Executive Board Member, Management will make every effort to provide a meeting room in close proximity to the Department location. The request from the employee organization must be made to Management in writing at least seventy-two (72) hours in advance. Meetings shall be held before or after working hours and shall normally take place no more than once per month. Management will allow the employee organization to post notices on the meetings at least one (1) day in advance.

SECTION 10.3 CONTINUED DISCUSSIONS

Management and the Employee Group will continue to discuss the following items:

- 1. Move-up and Temporary Appointment Language updates
- 2. Safety Shoes Allowance; potential removal due to lack of payments processed
- 3. Retirement Health Savings Plan
- 4. The City agrees to conduct salary surveys prior to the end of the agreement for the following positions (order of preference listed if not all done at once):
 - a. Police Records Technician
 - b. Reprographic Specialist
 - c. Claims Technician
 - d. Graphic Designer
 - e. Driver/Clerk, Delivery
 - f. Administrative Assistant I/II

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, 2028 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 the 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 Section 12.1.A 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 and/or e-mail address to be used for that notice. A fax number may be given, if available. The list of Officers for notice shall be updated by the Association every six (6) months.

C. Effectiveness

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

- ii. The date of receipt or refusal of the concurrently mailed copy of the Notice.
- 3. 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 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 3rd day of December, 2024.

Mayor George K. Chen

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN, City Attorney

ATTEST:

By _____
Tatia Y. Strader
Assistant City Attorney

Rebecca Poirier, MMC, City Clerk

ATTACHMENT A

CITY OF TORRANCE HUMAN RESOURCES PROCEDURES AND RULES REGARDING LONG TERM DISABILITY PLAN AND PARTIAL DISABILITY

I. PURPOSE

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

II. DEFINITIONS

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

III. BENEFITS UNDER THE CITY PROGRAM

1. Total or Partial Disability:
If an injury or sickness results in continuous total disability or continuous partial disability or combination of both, the employee while covered hereunder, who requires "regular care and attendance", shall receive from the City the monthly benefit. The monthly benefit will terminate on the earliest of:
 - a. The date of death of the employee;
 - b. The date benefits have been incurred for the maximum benefit period;
 - c. The date the employee retired (provided, however, that the employee shall receive a total of the monthly benefit related to a combination of both retirement and long term disability benefits if totally or partially disabled to the normal expiration of benefits);
 - d. The date the employee ceases to be totally or partially disabled;
 - e. The date specified in a settlement agreement between the employee and the City. The employee shall be eligible for benefits as noted below:

$$\frac{\text{Full-time Employment}}{\text{Two (2) months}} = \frac{\text{Full-time LTD}}{\text{One (1) month}}$$

$$\frac{\text{Full-time Employment}}{\text{One (1) month}} = \frac{\text{Part-time LTD}}{\text{One (1) month}}$$

$$\frac{\text{Part-time Employment}}{\text{Four (4) months}} = \frac{\text{Full-time LTD}}{\text{One (1) month}}$$

$$\frac{\text{Part-time Employment}}{\text{Two (2) months}} = \frac{\text{Part-time LTD}}{\text{One (1) month}}$$

2. Recurrent Disability:

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

IV. REDUCTIONS

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

V. TERMINATION OF COVERAGE

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

VI. EXCLUSIONS

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

² 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

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 they have 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 paperwork³ must be submitted to the Human Resources Department. It should include medical certification of a serious health condition per the FMLA guidelines and the dates the employee expects to be absent. The leave must be approved by the Department Head and the Human Resources Director.
2. Verification of illness or injury of the employee or qualifying family member must be provided in writing by the treating physician on the City provided forms.
3. The employee or representative makes a request for catastrophic leave donations to the employee's department. The City Manager's Office is then notified and advertises the donation request via e-mail.
4. The period of absence will be determined by the written verification of the employee's or family member's physician and will not be based on the number of hours donated. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one year period, as is allowed by the Family and Medical Leave Act.
5. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one-year period, as is allowed by the Family and Medical Leave Act.

³ 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.

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

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

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

Procedures/Guidelines for Donating Hours

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

Confidentiality

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

ATTACHMENT C**REQUEST FOR RELEASE TIME FORM**

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

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

Date: _____

Employee: _____

Department/Division: _____

Name of Immediate Supervisor: _____

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 § 8314).

MEMORANDUM OF UNDERSTANDING
TORRANCE CITY EMPLOYEES ASSOCIATION
(TCEA)

2022-2024

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

An agreement of the undersigned representatives of the Torrance City Employees Association (TCEA) 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 starting ~~December 18, 2022~~ July 1, 2024 through June 30, ~~2024~~ 2028, and was reached through agreement of the undersigned parties.

Signed this ~~20th~~ 3rd day of December, ~~2022~~ 2024.

Management

TCEA

/s/ ~~Aram Chaparyan~~ Ian Dailey

/s/ Tracey Gowdy

/s/ Jamie Le

/s/ Henrietta Kopecky

RESOLUTION NO. 202~~24~~-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE
SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR
EMPLOYEES REPRESENTED BY THE TORRANCE CITY EMPLOYEES
ASSOCIATION (TCEA), AND REPEALING RESOLUTION NO. ~~20182022-~~
~~84143~~**

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

SECTION I

That Resolution No. ~~20182022-84 143~~ is hereby repealed.

SECTION II

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

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ARTICLE 1 - INTRODUCTION

SECTION 1.1 PREAMBLE

The following is the Agreement regarding hours, wages, and working conditions between the City of Torrance and the Torrance City Employees Association. Each Section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of Sections as a whole.

SECTION 1.2 MANAGEMENT RIGHTS

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

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.

The City shall not hinder employees for exercising any right of representation provided by law. Employees covered by this agreement may have a representative present at administrative hearings convened to receive and review all recommendations for disciplinary suspensions, demotions or discharges resulting from misconduct, incompetence, inefficiency, failure to perform duties or to observe the rules and regulations of the department or of the City, and felony charges. Employees covered by this agreement may also have a representative present at an investigatory interview which may result in discipline against the employee.

ARTICLE 2 - COMPENSATION

SECTION 2.1 SALARY RANGES AND CLASS TITLES

A. A. ——— The following salary ranges are assigned to classes covered by this MOU pay grades described below are hereby assigned to the classifications of the following TCEA employees:

Effective December 1, 2024

The following listing outlines the crosswalk required to implement the salary grids effective the above date:

- **Administrative Assistant I/II:**
 - Employees on steps 1* through 3* of the Office Assistant classification, will be placed on step 1 of Administrative Assistant I/II.
 - Employees on step 4* of the Office Assistant classification, will be placed on step 2 of Administrative Assistant I/II.
 - Employees on step 5* of the Office Assistant classification, will be placed on step 3 of Administrative Assistant I/II.

- Employees on steps 6* through 7* of the Office Assistant classification, will be placed on step 4 of Administrative Assistant I/II.
- Employees on steps 1* through 3* of the Administrative Assistant classification, will be placed on step 5 of Administrative Assistant I/II.
- Employees on step 4* of the Administrative Assistant classification, will be placed on step 6 of Administrative Assistant I/II.
- Employees on steps 5* through 6* of the Administrative Assistant classification, will be placed on step 7 of Administrative Assistant I/II.
- Employees on step 7* of the Administrative Assistant classification, will be placed on step 8 of Administrative Assistant I/II.
- * Indicates that the step number is referring to the salary grid prior to December 1, 2024.

Pay Ranges	Basis	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7
Administrative Assistant	Hourly	\$22.88	\$23.46	\$24.65	\$25.89	\$27.20	\$27.86	\$28.56
Budget & Land Management Tech	Hourly	\$25.31	\$26.55	\$27.88	\$29.30	\$30.76	\$31.48	\$32.32
Claims Technician	Hourly	\$25.31	\$26.55	\$27.88	\$29.30	\$30.76	\$31.48	\$32.32
Deputy City Clerk I	Hourly	\$25.31	\$26.55	\$27.88	\$29.30	\$30.76	\$31.48	\$32.32
Driver/Clerk, Delivery	Hourly	\$18.79	\$19.71	\$20.69	\$21.76	\$22.81	\$23.41	-
Graphic Designer	Hourly	\$26.20	\$27.47	\$28.86	\$30.32	\$31.80	\$32.57	\$33.42
Human Resources Technician	Hourly	\$25.31	\$26.55	\$27.88	\$29.30	\$30.76	\$31.48	\$32.32
Legal Assistant I	Hourly	\$25.31	\$26.58	\$27.90	\$29.30	\$30.04	-	-
Legal Assistant II	Hourly	\$30.76	\$32.32	\$33.95	\$35.64	\$37.42	-	-
Pay Ranges	Basis	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7
Office Assistant	Hourly	\$18.73	\$19.67	\$20.61	\$21.69	\$22.76	\$23.35	\$23.90
Paralegal	Hourly	\$26.01	\$27.33	\$28.69	\$30.14	\$31.63	\$32.43	\$33.22
Police Records Technician	Hourly	\$19.67	\$20.64	\$21.65	\$22.78	\$23.90	\$24.52	\$25.10
Records Management Specialist	Hourly	\$21.89	\$22.99	\$24.13	\$25.34	\$26.60	-	-
Reprographic Specialist	Hourly	\$20.68	\$21.75	\$22.79	\$23.96	\$25.17	\$25.79	\$26.44
Secretary, Minute	Hourly	\$25.36	\$26.64	\$27.96	\$29.38	\$30.82	\$31.57	\$32.40

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I/II	Hourly	\$22.26	\$23.37	\$24.54	\$25.77	\$27.06	\$28.41	\$29.83	\$31.32
Claims Technician	Hourly	\$26.33	\$27.62	\$29.01	\$30.48	\$32.00	\$32.75	\$33.62	
Deputy City Clerk I	Hourly	\$26.33	\$27.62	\$29.01	\$30.48	\$32.00	\$32.75	\$33.62	
Driver/Clerk, Delivery	Hourly	\$19.55	\$20.51	\$21.53	\$22.64	\$23.73	\$24.36		
Graphic Designer	Hourly	\$27.26	\$28.58	\$30.03	\$31.54	\$33.08	\$33.88	\$34.77	
Human Resources Technician	Hourly	\$30.48	\$32.00	\$33.60	\$35.29	\$37.06	\$38.91	\$40.85	
Legal Assistant I	Hourly	\$26.33	\$27.65	\$29.03	\$30.48	\$31.25			
Legal Assistant II	Hourly	\$32.00	\$33.62	\$35.32	\$37.08	\$38.93			
Police Records Technician	Hourly	\$20.47	\$21.47	\$22.53	\$23.70	\$24.87	\$25.51	\$26.11	
Records Management Specialist	Hourly	\$22.77	\$23.92	\$25.11	\$26.36	\$27.67			
Reprographic Specialist	Hourly	\$21.52	\$22.63	\$23.71	\$24.93	\$26.19	\$26.83	\$27.51	
Secretary, Minute	Hourly	\$26.38	\$27.72	\$29.09	\$30.57	\$32.06	\$32.84	\$33.71	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective July 13, 2025

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I/II	Hourly	\$23.10	\$24.25	\$25.47	\$26.74	\$28.08	\$29.48	\$30.95	\$32.50
Claims Technician	Hourly	\$27.32	\$28.66	\$30.10	\$31.63	\$33.20	\$33.98	\$34.89	
Deputy City Clerk I	Hourly	\$27.32	\$28.66	\$30.10	\$31.63	\$33.20	\$33.98	\$34.89	
Driver/Clerk, Delivery	Hourly	\$20.29	\$21.28	\$22.34	\$23.49	\$24.62	\$25.28		
Graphic Designer	Hourly	\$28.29	\$29.66	\$31.16	\$32.73	\$34.33	\$35.16	\$36.08	
Human Resources Technician	Hourly	\$31.63	\$33.20	\$34.86	\$36.62	\$38.45	\$40.37	\$42.39	
Legal Assistant I	Hourly	\$27.32	\$28.69	\$30.12	\$31.63	\$32.43			
Legal Assistant II	Hourly	\$33.20	\$34.89	\$36.65	\$38.48	\$40.39			
Police Records Technician	Hourly	\$21.24	\$22.28	\$23.38	\$24.59	\$25.81	\$26.47	\$27.09	
Records Management Specialist	Hourly	\$23.63	\$24.82	\$26.06	\$27.35	\$28.71			
Reprographic Specialist	Hourly	\$22.33	\$23.48	\$24.60	\$25.87	\$27.18	\$27.84	\$28.55	
Secretary, Minute	Hourly	\$27.37	\$28.76	\$30.19	\$31.72	\$33.27	\$34.08	\$34.98	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective July 12, 2026

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I/II	Hourly	\$23.91	\$25.10	\$26.37	\$27.68	\$29.07	\$30.52	\$32.04	\$33.64
Claims Technician	Hourly	\$28.28	\$29.67	\$31.16	\$32.74	\$34.37	\$35.17	\$36.12	
Deputy City Clerk I	Hourly	\$28.28	\$29.67	\$31.16	\$32.74	\$34.37	\$35.17	\$36.12	
Driver/Clerk, Delivery	Hourly	\$21.01	\$22.03	\$23.13	\$24.32	\$25.49	\$26.17		
Graphic Designer	Hourly	\$29.29	\$30.70	\$32.26	\$33.88	\$35.54	\$36.40	\$37.35	
Human Resources Technician	Hourly	\$32.74	\$34.37	\$36.09	\$37.91	\$39.80	\$41.79	\$43.88	
Legal Assistant I	Hourly	\$28.28	\$29.70	\$31.18	\$32.74	\$33.57			
Legal Assistant II	Hourly	\$34.37	\$36.12	\$37.94	\$39.83	\$41.81			
Police Records Technician	Hourly	\$21.99	\$23.06	\$24.20	\$25.46	\$26.72	\$27.40	\$28.04	
Records Management Specialist	Hourly	\$24.46	\$25.69	\$26.98	\$28.31	\$29.72			
Reprographic Specialist	Hourly	\$23.12	\$24.31	\$25.47	\$26.78	\$28.14	\$28.82	\$29.55	
Secretary, Minute	Hourly	\$28.33	\$29.77	\$31.25	\$32.84	\$34.44	\$35.28	\$36.21	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

Effective July 11, 2027

Pay Ranges	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I/II	Hourly	\$24.75	\$25.98	\$27.30	\$28.65	\$30.09	\$31.59	\$33.17	\$34.82
Claims Technician	Hourly	\$29.27	\$30.71	\$32.26	\$33.89	\$35.58	\$36.41	\$37.39	
Deputy City Clerk I	Hourly	\$29.27	\$30.71	\$32.26	\$33.89	\$35.58	\$36.41	\$37.39	
Driver/Clerk, Delivery	Hourly	\$21.75	\$22.81	\$23.94	\$25.18	\$26.39	\$27.09		
Graphic Designer	Hourly	\$30.32	\$31.78	\$33.39	\$35.07	\$36.79	\$37.68	\$38.66	
Human Resources Technician	Hourly	\$33.89	\$35.58	\$37.36	\$39.24	\$41.20	\$43.26	\$45.42	
Legal Assistant I	Hourly	\$29.27	\$30.74	\$32.28	\$33.89	\$34.75			
Legal Assistant II	Hourly	\$35.58	\$37.39	\$39.27	\$41.23	\$43.28			
Police Records Technician	Hourly	\$22.76	\$23.87	\$25.05	\$26.36	\$27.66	\$28.36	\$29.03	
Records Management Specialist	Hourly	\$25.32	\$26.59	\$27.93	\$29.31	\$30.77			
Reprographic Specialist	Hourly	\$23.93	\$25.17	\$26.37	\$27.72	\$29.13	\$29.83	\$30.59	
Secretary, Minute	Hourly	\$29.33	\$30.82	\$32.35	\$33.99	\$35.65	\$36.52	\$37.48	

Steps highlighted in grey are considered extended steps. See Section 2.5 for further details.

SECTION 2.2 BASE PAY RANGE

A. Definition

The base pay range shall be the actual hourly rate of pay for a particular classification without consideration of any premiums, longevity or extraordinary compensation as shown in Section 2.1.

B. Starting Pay Ranges

Original appointment shall normally be made at the first step of the base pay range. Upon recommendation of the Department Head, and approval of the City Manager, initial compensation may be at a higher step within the base pay range of the class, based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or a temporary shortage of applicants for the class involved, provided that, in

the latter case, all current employees in the same class involved who are receiving less than the new initial compensation rate shall have their rates of pay adjusted to such rate.

C. Regular Pay

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

SECTION 2.3 SALARY ADVANCEMENT

A. The base pay step advancement within a pay range shall be on the pay period closest to the anniversary date of required years of employment, to the maximum step of the base pay range.

B. Accelerated Step Advancement

Upon recommendation of the ~~d~~Department ~~h~~Head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify. (Advancement to the next step following such accelerated advancement shall normally be after one year.).

SECTION 2.4 RATE OF PAY ON PROMOTION

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

SECTION 2.5 EXTENDED STEPS

~~A. Pay steps in Section 2.1 marked as Extended Steps shall be implemented as outlined below: Pay steps beyond the five-step base pay range shall be extended steps for all classifications covered by this Agreement.~~

Administrative Assistant: Progression to steps 5, 6, 7, and 8 is achieved based on employees demonstrating the competencies outlined in the class specification. Upon recommendation of the Department Head demonstrating need for the Department combined with a performance evaluation of Meets or Exceeds Expectations in the most recent evaluation cycle, and concurrence of the City Manager or designee, an employee may be advanced into the extended steps. A recommendation for step advancement must be completed annually by the Department Head to confirm a Meets or Exceeds Expectations evaluation rating is maintained. In the event an employee is promoting into the position of Administrative Assistant, initial step placement shall address Section 2.4 on Rate of Pay Upon Promotion first if the employee has a Meets or Exceeds Expectations in the most recent evaluation cycle, with subsequent step advancement conforming to the requirements of this section.

Human Resources Technician: Progression to steps 6 and 7 is reserved for employees receiving an Exceeds Expectations rating on their most recent performance evaluation. Upon recommendation of the Department Head, and approval of the City Manager, an employee shall be advanced to each subsequent step. A recommendation for step advancement must be completed annually by the Department Head to confirm an Exceeds Expectations evaluation rating is maintained. Employees on extended steps may use the working title of Senior Human Resources Technician. In the event an employee is promoting into the position of Human Resources Technician, initial step placement shall address Section 2.4 on Rate of Pay

Upon Promotion first if the employee has an Exceeds Expectations in the most recent evaluation cycle, with subsequent step advancement conforming to the requirements of this section.~~B. Timing~~

~~**Administrative Assistant:** Progression to steps 5, 6, 7, and 8 is achieved based on employees demonstrating the competencies outlined in the class specification. Upon recommendation of the Department Head demonstrating need for the Department combined with a performance evaluation of Meets or Exceeds Expectations in the most recent evaluation cycle, and concurrence of the City Manager or designee, an employee may be advanced into the extended steps. A recommendation for step advancement must be completed annually by the Department Head to confirm a Meets or Exceeds Expectations evaluation rating is maintained.~~

~~Advancement to the first extended step shall commence on the first day of the first pay period following the first anniversary at the top step. Advancement to subsequent extended steps shall commence on the first day of the first pay period following the first anniversary at such step. The intent is that the incumbent move from one extended step to another extended step in one (1) year increments. 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 (2) preceding performance evaluations must be Standard or better before step advancement.~~

~~G. Evaluation~~

~~A Below Standard evaluation in either of the two (2) rating periods directly before the date of step advancement shall delay the step advancement six (6) months or until the performance evaluation is Standard or better. If an employee at the top extended step receives at some subsequent time a Below Standard performance evaluation, the Department Head, with the City Manager's approval, may reduce the employee's pay an amount not to exceed two and a half percent (2.5%) until the performance evaluation returns to Standard or better.~~

SECTION 2.6 METHODS OF COMPENSATION

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

If significant errors on paychecks occur, employees may request from the Finance Department a corrected check outside of the normal payroll cycle.

SECTION 2.7 CONTINUITY OF SERVICE

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

- A. Leaves of absence without pay of ten (10) working days or less, and leaves with pay, shall not interrupt continuous employment nor be deducted from total employment.
- B. Leaves of absence without pay in excess of ten (10) working days, except for extended military leave, shall be deducted in computing total employment but shall not serve to interrupt continuous employment.

- C. All unauthorized absences 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 not be paid for any such time not worked). Any unauthorized leave in excess of three (3) working days in any calendar month shall be deducted from total employment and may, at the discretion of the City Manager, interrupt continuity of employment.

~~SECTION 2.8 PERMANENT PART-TIME EMPLOYEES~~

~~Part-time permanent employees working twenty (20) hours per week shall be entitled to all benefits as outlined in the TCEA Memorandum of Understanding. Benefits involving accrual of time and moneys shall be one-half (½) the amount received by full-time employees (i.e., Section 4.9 Employee Insurance; Section 4.13 Safety Shoes).~~

ARTICLE 3 - SPECIAL COMPENSATION

SECTION 3.1 PREMIUMS

- 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. All premium pay, and whether it is reported to CalPERS and included in an employee's PERSable compensation, shall be determined by CalPERS as prescribed under Title 2 CCR Section 571. Any changes made by CalPERS regarding requirements for premium reporting shall initiate meet and confer.
- B. Assignment and Reassignments
1. Assignments and reassignments shall be made by the Department Head pursuant to Departmental Rules and Regulations. Such assignments shall be subject to the approval of the City Manager.
 2. Premium pay assignments shall be subject to budget limitations and levels of employment needed.
 3. Premiums requiring licenses/certificates will be assigned on the following pay period after it was earned and received by Department.
- C. Removal of employees from premium pay assignments for disciplinary reasons, incompetence, or the abolishing of positions shall be preceded by notice to employee organization representatives with the intent of precluding unfair actions.

~~D. Premium Pay~~

~~Such pay shall be exclusive of special compensation and be considered part of regular compensation for the purpose of retirement contributions. All new assignments shall be paid premium only for hours actually worked in assignment.~~

~~ED.~~ Designated Assignments

Police Records Assignment

1. Those employees in the classification of Police Records Technician assigned to a rotating shift in the Records Division of the Police Department shall receive a premium of \$0.~~35~~75 per hour for all shifts.
2. New employees shall be required to serve a maximum of one twenty-eight (28) day cycle training period on the day watch performing work on the rotating shift assignment prior to attaining eligibility for the rotating shift premium.
3. Records Technicians who are assigned to train employees will receive a premium of 5% above the base pay per hour while so assigned.
4. ~~In addition to other premiums, those employees in the classification of Police Records Technician assigned to the Records Division of the Police Department shall receive a premium of \$0.40 per hour.~~

~~FE~~. Bilingual Pay

There will be no more than twenty (20) individuals who will receive pay for skills in Chinese, Korean and Spanish. Employees who qualify in Chinese, Korean or Spanish shall receive \$50 per month. TCEA employees who desire to participate in the program will fill out a Request for Bilingual Test Form located on TEN and send it to Human Resources. Human Resources will arrange testing through the City of Torrance Bilingual Program. The City Manager's Office will be advised of those who pass the test and in turn, the appropriate Department will be notified of the passage. TCEA will be responsible for keeping the City Manager's Office apprised of the names of the twenty (20) individuals who receive the premium. Additional language may be approved with Department Head approval.

~~GF~~. Certification Pay

Employees in the classification of Legal Assistant II who provide documentation of a Paralegal Certificate shall receive premium pay of five percent (5%) ~~of~~ above the base pay per hour.

~~SECTION 3.2 []~~ ~~Intentionally left blank~~

SECTION 3.32 MOVE UP ASSIGNMENT

A. Objective

The objective of this Section is to provide an equitable manner of paying employees for work done and responsibilities 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 their job, another employee may be assigned by the Department Head or their 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. The department head will certify that the assigned employee is capable of performing the work of the absent employee

3. An employee with a performance improvement plan and/or a Below Standard or Unsatisfactory performance evaluation in the preceding twelve (12) months will not be considered. For purposes of this Section, the employee's performance shall be considered Standard if they have not received an evaluation for more than one (1) year.
4. The Department Head may permit the position to remain temporarily vacant, if, in their opinion, the public health, welfare, and safety are not jeopardized.
5. An employee may decline a move up assignment subject to Section 3.32.E.1 Priorities 1 and 2.

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 ninety (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 Assignment

1. Move-up will be done as follows:

Priority 1:

If a current, non-expired Civil Service list exists, priority will be given to those employees in the same Division regularly employed in a lower classification who are on the list. Offers will be made in the order the employees are ranked on the list. In case of a tie on the eligibility list, the date and time of application submittal will be used to determine seniority.

Priority 2:

If no current, non-expired Civil Service list exists, or the move up cannot be filled using Priority 1, priority will be given to those regularly employed in the next lower classification on a seniority basis. For the purpose of move-up, seniority is defined as time in particular employee's classification.

Priority 3:

In emergency situations, and when no volunteers are found using Priorities 1 and 2, move up assignments may be mandatory through an inverse seniority assignment, or can be made through the next lower classification at the sole discretion of the Department Head or their designee.

2. For all move up opportunities of more than five (5) consecutive days, Departments may use more than one (1) person to fill the vacant position using this rotational system.
3. Employees will indicate their preference for being contacted for move ups by filing a "move-up interest form" with their Division. This form will allow employees to freeze their name for all move up opportunities, or to indicate communication preferences regarding move up opportunities. In

absence of a form on file, employees will be assumed to be interested in move up opportunities but will only be contacted while on duty using City communication channels.

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. Acting Department Heads

If a subordinate is not required by class specification to take charge of the Department in the absence of the Department Head, the employee shall be paid during all such move up assignments five percent (5%) over and above base salary pay, provided, however, that if the temporary absence of the Department Head continues in excess of thirty (30) consecutive days, the employee shall then be paid at the salary rate of the lowest step for such assigned position which is higher than the current base salary of that employee, to which shall be added earned longevity pay increments.

H. Move Up Pay for Vacant Position

1. Except as provided in Section 3.23.G, an employee 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-half (½) shift shall constitute a day.
3. Any assignment to a higher class of one-half (½) 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.

SECTION 3.43 TEMPORARY APPOINTMENT

Employees covered by this MOU will utilize the definition and practice for temporary appointments as outlined by Torrance Municipal Code Section 14.1.6.

SECTION 3.54 NIGHT SHIFT DIFFERENTIAL

All full-time employees who are assigned night shifts, shall be paid as follows:

- Swing Shift: Five percent (5%) ~~over and above~~ the base pay per hour (defined as one-half (½) or more of the shift is worked after 4:00 p.m.).
- Graveyard Shift: Seven and one-half percent (7½%) above the base pay per hour (defined as one-half (½) or more of the shift is worked after midnight).

SECTION 3.65 MINUTES

Clerical employees covered by this Agreement who are assigned to take minutes at evening meetings of the City Council, Boards or Commissions, shall be paid at the overtime rate per hour for a minimum of two (2) hours.

ARTICLE 4 - BENEFITS

SECTION 4.1 HOLIDAYS

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

- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- ~~Friday~~ The day after Thanksgiving ~~Day~~
- Christmas Eve
- Christmas Day
- New Year's Eve

B. Police Clerical Personnel

Police clerical personnel shall have a different day off in lieu of the ~~Friday~~ day after Thanksgiving per fiscal year. The employee may take the ~~Friday~~ day after Thanksgiving as said day off subject to Department scheduling and approval of the Department Head.

C. Observance of Holiday

When a holiday falls on a weekday (Monday to Friday), the City will close in observance of the holiday.

When a calendar holiday, Christmas Eve, or New Year's Eve falls on a Saturday, the day immediately preceding will be observed as the holiday. When a calendar holiday, Christmas Eve, or New Year's Eve, falls on a Sunday, the day immediately following will be observed as a holiday. For purposes of this Section, Christmas Eve and New Year's Eve are not calendar holidays.

D. Holiday Work Pay

Employees shall receive pay as follows:

1. Emergency Work

Emergency work on any of the holidays expressly named in Section 4.1.A shall be compensated as prescribed under Section 6.2.

2. Scheduled Work

- a. An employee scheduled to work on both the observed and calendar holidays shall be compensated at the regular hourly rate on the observed holiday, in addition to the regular holiday pay. The employee shall be compensated at the rate of time and a half (1 ½) on the calendar holiday, without holiday pay.
- b. An employee scheduled to work on the observed holiday but not the calendar holiday shall be compensated at the rate of time and a half (1 ½) on the observed holiday in addition to the regular holiday pay. The employee shall not be paid on the calendar holiday.
- c. An employee scheduled to work on a calendar holiday but not on the observed holiday shall be compensated at the rate of time and a half (1 ½) on the calendar holiday, without holiday pay. The employee shall be paid the regular holiday pay on the observed holiday.

3. 3. ~~_____~~ Holiday overtime worked by employees *required to work* on holidays is considered PERS-able (income to be included in calculating retirement benefit). This Section only applies to the Police Records Technician. Holiday pay is calculated as base pay plus applicable special compensation premiums multiplied by the number of holiday hours. The following premiums are included in calculating the overtime rate of pay:

- a. Police Records Division Rotating Shift
- b. Paralegal Certification
- c. NightSwing Shift (when assigned)
- d. Graveyard Shift (when assigned)
- e. Temporary Appointment

E. Value of Holidays

1. A holiday shall be the value of the normal work shift - either eight (8), nine (9), or ten (10) hours.
2. If a holiday falls on a 9/80 or scheduled day off, ~~the City will close and~~ the employee will accrue nine (9) hours of holiday leave which will be added to the employee's vacation leave balance. If a holiday falls on a 4/10 scheduled day off, ~~the City will close and~~ the employee will accrue ten (10) hours of holiday leave which will be added to the employee's vacation leave balance.
- ~~3. 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.~~
34. If a holiday falls on an eight (8) hour, nine (9) hour, or ten (10) hour scheduled workday, ~~the City will close,~~ and the employee will receive eight (8), nine (9), or ten (10) hours of holiday pay.

SECTION 4.2 VACATION LEAVE

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

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

~~4.3.~~ Commencing with the fifth year of employment and until the completion of nine (9) years of employment, at the rate of 12 hours per month of employment.

5. Commencing with the tenth year of employment and until the completion of 20 years of employment, at the rate of 15.35 hours per month of employment.

6. Commencing with the 21st year of employment and until the completion of 24 years of employment, at the rate of 16.67 hours per month of employment.

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

B. Vacation Eligibility

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

C. Scheduling

The time of taking vacation shall be requested by the employee with the approval of the Department Head or designee, subject to review by the City Manager. An employee may take vacation only in increments of full days or shifts unless Department Head approval is given for smaller increments.

~~1. Employees who have duly scheduled their vacation in accordance with this Section may, upon written request, have their paycheck mailed to their bank for deposit.~~

D. Borrowing

An employee may borrow up to forty (40) hours of unearned vacation subject to the approval of their Department Head; an additional (40) hours on unearned vacation may be available to borrow for qualified catastrophic leave, subject to the approval of their Department Head.

E. Maximum Accrual

~~An employee may accrue vacation up to 500 hours. Cash outs over this amount will be made be made on the first pay period in December with no loss of accrual. Any hours of vacation leave which would have been granted but unused over 500 hours shall be automatically cashed down the first pay date in December. Hours are converted into cash or 457 plan deferred income on the basis of one hour pay for each hour of unused vacation leave. An employee who wishes to defer this amount must submit a written request to the Finance Department's Payroll Division no later than November 15.~~

F. Effect of Holidays

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

G. Effect of Separation

Any borrowed vacation owed by a terminating employee shall be deducted from the employee's final pay, while any vacation owed to a terminating employee shall be added to the employee's final pay.

- H. Two (2) full work shifts of earned vacation per calendar year may be used for personal leave. Such leave shall be asked for one (1) week in advance except in cases of bona fide emergency. The leave shall not be accruable from year to year, and if used, shall be deducted from earned vacation. Leave may be denied for employees with a Below Standard or Unsatisfactory performance evaluation within the preceding twelve (12) months.
- I. An employee may choose to receive cash or deferred income in lieu of vacation on an hour per hour basis to a maximum of forty (40) hours. Such may be done once each fiscal year.
 - 1. Such a request must be made twenty-eight (28) days before the desired date.
 - 2. Such cash out can only be done if it leaves at least forty (40) hours of accrued vacation.
- J. Upon retirement or separation, employees may elect to defer all or part of the amount of vacation which has been accrued into the 457 plan or cash pursuant to other applicable Sections of the MOU. The amount deferred into the deferred compensation plans are subject to federal regulations.

SECTION 4.3 SICK LEAVE

~~A. Introduction~~

- ~~1. Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this Section.~~
- ~~2. The sick leave benefit should be thought of as an insurance policy; it insures and protects employees from a loss in wages when they are unable to work because of an illness or injury.~~
- ~~3. The City considers good attendance to be a very important part of an employee's overall performance. Absenteeism creates a hardship on City operations and coworkers, 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.~~

~~BA.~~ Sick Leave Use

~~An employee may use sick leave to care for themselves or family members in compliance with the City's Policy on Leaves of Absence in accordance with State and Federal Law. Such time shall be deducted from the existing sick leave accruals of the employee. In addition, employees may use sick leave for the follow reasons:~~
An employee shall be granted sick leave for the following reasons:

- 1. ~~Personal illness or injury~~ Retirement Early Notification Incentive Program

~~An employee may use sick leave in accordance with the Retirement Early Notification Incentive Program requirements 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.~~

~~— Forced quarantine of the employee in accordance with community health regulations.~~

~~2. Family illness or injury~~

~~— Illness, injury or medical appointment of a member of the employee's immediate family which requires that employee's presence. Immediate family for the purpose of this Section is defined as spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchildren, grandparents or grandchildren, great grandparents or great grandchildren.~~

CB. Accrual rate

Permanent and probationary employees shall be granted sick leave in the ~~following manner:~~amount of six hours for each month of service to a maximum of 500 hours accrued sick leave.

~~1. Six (6) hours per month to a maximum of 500 hours accrued sick leave; or~~

CD. Cash or Deferred Compensation Options

1. ~~The employee~~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 (1) hour of pay for each hour of unused sick leave. Such payments shall be made before June 15 or December 15. The deadline to submit requests shall be May 15 or November 15, respectively.
2. Any hours of sick leave which would have been granted over 500 hours ~~accrued sick leave~~ shall be converted into cash payable on the first pay period in December. ~~of each year~~Hours converted to cash or 457 plan deferred income will be at the rate of ~~on the basis of~~ one (1) hour pay for each hour of unused sick leave. An employee who wishes to defer this amount must submit a written request to the Finance Department no later than ~~June 1 or December 1~~November 15.

~~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 number 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.~~

~~2. An employee who has been counseled (documented in writing) about sick leave usage within the preceding twelve (12) months may be advised, as part of said counseling, that they will be required to furnish reasonable evidence, including a written statement from a medical professional, to substantiate any request for sick leave of one or more days.~~

~~A Department may require a written statement from a medical professional without prior counseling where the absence is greater than five (5) consecutive workdays or in cases where there is evidence of 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:~~

~~1. Report for examination by the City medical examiner to determine fitness for duty; and/or~~

~~2. Provide verification as to fitness for duty from their personal physician.~~

HD. 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 their regular day off, they shall be compensated in the same manner as for overtime. They 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.

~~IE. Conversion of Sick Leave~~Effect of Separation

1. At the time of ~~termination retirement or separation, after the appropriate years of service,~~ an employee covered by this Agreement shall have their accumulated sick leave converted by the City into cash or deferred income on the following basis:
 - a. After one (1) year of service, each hour of accumulated sick leave shall equal one-fourth ($\frac{1}{4}$) the employee's hourly rate of pay;
 - b. After seven (7) years of service, each hour of accumulated sick leave shall equal one-half ($\frac{1}{2}$) the employee's hourly rate of pay; and
 - c. For all employees at retirement, each hour of accumulated sick leave shall ~~equal one (1) hour pay~~ be paid at the employee's hourly rate of pay.
2. Accumulated sick leave shall be ~~converted into cash at one hundred percent (100%) of~~ paid at 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 TCEA, 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.F.~~ Personal Leave

Two (2) work shifts of sick leave per 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. Leave may be denied for employees with a Below Standard or Unsatisfactory performance evaluation within the preceding twelve (12) months.

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 (½) 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.G.~~ Employees covered under this Agreement may participate in the Catastrophic Leave Program as a donor or recipient.

SECTION 4.4 INDUSTRIAL INJURY LEAVE

A. For industrial 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 their employment with the City, the employee shall be entitled to industrial injury leave as follows:

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

B. For industrial 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 their employment with the City, the employee shall be entitled to industrial injury leave as follows:

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

2. Up to six (6) months during the fourth (4th) year of employment.
 3. Up to eight (8) months after four (4) years of employment for industrial injury.
 4. Such leave shall be at eighty five percent (85%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, or at the expiration of the maximum time period listed in this Section.
- C. 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, and accrue vacation and sick leave benefits the same as if they had been present for duty.
 - D. An employee on industrial injury leave shall be under the direction of the City subject to medical advice and shall be available at all times unless they receive specific permission from the City.
 - E. An employee on industrial injury leave shall inform the City of any current outside employment and/or any such outside employment during the four (4) years immediately prior to such injury. An employee on industrial injury leave shall not enter into any employment or physical activity, as determined by an appropriate physician, which might exacerbate their injury or illness.
 - F. Management and the employee organization jointly indicate their concern for the proper use of industrial injury leave. Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.
1. The Department Head shall notify TCEA within seventy-two (72) hours of any industrial injury which causes the death or hospitalization of any member of the bargaining unit.

SECTION 4.5 LEAVES OF ABSENCE

An employee may file a Request for Leave in compliance with the City's Policy on Leaves of Absence in accordance with State and Federal Laws. ~~A. Request~~

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

~~B. _____ Authorization~~

~~1. _____ A Department Head may authorize such a request for up to five (5) working days.~~

~~2. _____ A request for more than five (5) working days shall be subject to the recommendation of the Department Head and the approval of the City Manager.~~

~~3. _____ No leave or combination of leaves as provided in this Section shall be granted for more than a total of eight (8) months during a 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. _____ An employee must have completed six (6) months of permanent employment before being eligible for consideration of a medical leave of absence of more than thirty (30) days.~~

~~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 leave of absence. Where the leave is refused, the employee must return to work or be terminated. The burden of medical evidence shall be upon the employee.~~

~~D. _____ Holding a Position Open~~

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

~~E. _____ Military Leave~~

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

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

~~F. _____ 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 been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; or~~

~~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, registered domestic partner, 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 their position.~~

3. ~~Employees who meet eligibility under Section 4.5.F.1.a, are entitled to a total of twelve (12) workweeks during any 12-month period. Employees who meet eligibility under Section 4.5.F.1.ab are entitled to a total of six (6) workweeks during any 12-month period. The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken.~~

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

5. ~~The total amount of family leave for which an employee is eligible will be inclusive with existing maximum periods as established in Section 4.5.B.3 — 4.~~

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

G. ~~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.~~

H. ~~Any employee terminating or retiring at the end of the eight (8) month medical leave of absence shall be paid an amount equal to four (4) months of City health insurance contribution (including health contribution and City supplemental). Such amount shall not exceed the amount received by the employee immediately prior to separation of employment. The employee may choose to receive the full amount subject to 1099, defer the funds to the City 457 plan within the plan guidelines, or receive a net check with the appropriate federal, state and social security deductions. This provision applies only to employees participating in a City-sponsored health insurance program at the time of termination or retirement.~~

SECTION 4.6 BEREAVEMENT LEAVE

A. ~~An employee may utilize Bereavement Leave in compliance with the City's Policy on Leaves of Absence in accordance with State Law. Each employee covered by this Agreement shall be entitled to up to five (5) work shifts of bereavement leave; three (3) shifts with pay and two (2) shifts without pay per death of eligible family members.~~

B. ~~Additional paid bereavement leave of up to two (2) work shifts may be granted by the Department Head upon request.~~

~~C. _____ Such bereavement leave shall apply to a death as defined for family sick leave. In addition, an employee may request a vacation or sick leave day for bereavement leave for a relative not named in the family sick leave listing, subject to verification of the Department Head.~~

~~D. _____ Such request shall not be unreasonably denied and shall not be denied on the basis of a below standard evaluation. If employee decided to use a sick leave day, this leave shall not be used against the departmental sick leave average.~~

~~E. _____ Bereavement leave shall not be accruable from year to year, nor shall it have any monetary value if unused.~~

~~F. _____ The City shall have the right to require verification from the employee.~~

SECTION 4.7 COMPASSIONATE LEAVE

~~An employee may utilize Compassionate Leave in compliance with the City's Policy on Leaves of Absence. 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 (3) 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 Department Head approval, employees may attend the funeral of a coworker not in the same representation group or Department.~~

SECTION 4.8 JURY DUTY

~~An employee who is summoned for jury service shall be covered in compliance with the City's Policy on Leaves of Absence. 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 FAMILY-SCHOOL PARTNERSHIP LEAVE

~~An employee may utilize Family-School Partnership Leave in compliance with the City's Policy on Leaves of Absence and in accordance with State Law.~~

SECTION 4.10 EMPLOYEE INSURANCE

~~An employee may utilize Family-School Partnership Leave in compliance with the City's Policy on Leaves of Absence and in accordance with State Law.~~

SECTION 4.9140 EMPLOYEE INSURANCE

A. Cost of Medical Insurance for Active Employees:~~Medical and Life Insurance~~

~~The City shall pay the applicable monthly PERS minimum employer contribution per employee for active employee health insurance. In addition to the PERS Mminimum employer Gcontribution, the City shall provide active employees with an additional contribution. The aggregate amount shall be referred to as the "City Contribution".~~

~~Effective July 1, 202420241. The City shall pay the applicable monthly PERS minimum contribution per employee for active and retired employee health insurance. The PERS minimum contribution can only apply toward the health insurance plans. If the employee does not participate in the insurance plans, the PERS minimum contribution cannot be used for any other purpose.~~

2. Cost of Medical Insurance for Active Employees

~~In addition to the PERS minimum contribution, the City shall provide active employees an additional contribution which may be used by the employee to pay for approved health insurance plan premiums, dental or vision insurance ("Cafeteria Contribution"). The aggregate amount of the Cafeteria Contribution and the PERS minimum contribution shall be referred to as the "City Contribution." The Cafeteria Contribution will be calculated by deducting the applicable PERS minimum contribution from the total City Contribution. The City Contribution cannot be taken in cash and will only be made to the City to the extent of the eligible employee's election of insurance pursuant to the limitations in this Section 4.9. Employees may opt-out of City-offered benefits. Certain employees who opt-out may be eligible for cash-in-lieu as provided by paragraph 4 in this Section 4.9.~~

3. Contributions

~~The contributions for active employees are set forth below.~~

~~a. For active full-time employees, the contributions are as follows:~~

~~**Effective January 1, 2023:**~~

~~For these employees, the City Contribution is \$597.68 for single-party coverage, \$1,140.36 for 2-party coverage, and \$1,595.96 for 3-party coverage. The Cafeteria Contribution can be calculated by subtracting the current PERS minimum contribution from the City's Contribution (see below)~~

	<u>City Contribution</u>	No Coverage	1 Party	2 Party	Family
Cafeteria Contribution		\$400 (per section 4.9.A)	\$597.68 less the PERS Minimum Contribution	\$1,140.36 less the PERS Minimum Contribution	\$1,595.96 less the PERS Minimum Contribution

~~b. For active part-time employees, the contributions are as follows:~~

~~**Effective January 1, 2023:**~~

~~Medical Insurance for **part time** employees hired prior or on January 1, 2008:~~

~~For these employees, the City Contribution is \$484.21 for single-party coverage, \$912.20 for 2-party coverage, and \$1,249 for 3-party coverage. The Cafeteria Contribution can be calculated by subtracting the current PERS minimum contribution from the City's Contribution (see below).~~

	No Coverage	1 Party	2 Party	Family
Cafeteria Contribution	\$0	\$484.21 less the PERS Minimum Contribution	\$912.20 less the PERS Minimum Contribution	\$1,249 less the PERS Minimum Contribution
Any amount remaining may be used to offset family dental or towards two-party or family vision.				

~~**Effective January 1, 2023:**~~

~~Medical Insurance for **part time** employees hired after January 1, 2008:~~

~~For these employees, the City Contribution is \$356.16 for single-party coverage, \$619.92 for 2-party coverage, and \$828.82 for 3-party coverage. The Cafeteria Contribution can be calculated by subtracting the current PERS minimum contribution from the City's Contribution.~~

	No Coverage	1 Party	2 Party	Family
Cafeteria Contribution	\$0	\$356.16 less the PERS Minimum Contribution	\$619.92 less the PERS Minimum Contribution	\$828.82 less the PERS Minimum Contribution
Any amount remaining may be used to offset family dental or towards two-party or family vision.				
	1 Party	2 Party	Family	
City Contribution	\$597.68 per month	\$1,140.36 per month	\$1,595.96 per month	

On the pay period including December 1, 2024 the City shall issue a one-time payment, for those currently eligible and receiving health insurance benefits as of July 1, 2024, in the following amounts based on enrollment tier: 1 party: \$484.08; 2 party: \$1,008.90; Family: \$1,196.28.

Effective January 1, 2025

	1 Party	2 Party	Family
<u>City Contribution</u>	<u>\$678.36 per month</u>	<u>\$1,308.51 per month</u>	<u>\$1,795.34 per month</u>

B. Cash-In-Lieu Payments:

4. Cash-In-Lieu Payments

Full-time employees who meet the following requirements will receive a cash-in-lieu payment of \$400.00 per month for as long as the employee opts-out of medical coverage: Effective January 1, 2023, Full-time employees covered under this Resolution who meet the following requirements will receive a cash-in-lieu payment of \$400 per month for as long as the employee opts-out of medical coverage:

1. The employee provides proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year for which the employee opts-out of City-offered coverage ("alternative required coverage").
2. The proof of coverage must show that the employee and all individuals in the employee's expected tax family have (or will have) the required MEC for the applicable period by signing and submitting an attestation to the City.
3. The employee must provide such reasonable evidence and attestation of alternative required coverage every plan year during open enrollment
4. The City will not provide the cash-in-lieu payment if it knows or has reason to know that the employee or tax family member does not have the alternative required coverage.

~~5. The City shall continue such health, dental, and life insurance premiums as provided in this Section 4.9 during an employee's leave of absence in accordance with applicable laws and the City's Flexible Benefits Plan.~~

~~6. The parties agree that if legislation is passed which significantly impacts the City's ability to provide health insurance through CalPERS medical, the parties will return to the table to meet and confer. TCEA agrees to meet and confer with the City over any changes to State or Federal law relating to health benefits that occur during the term of this Agreement.~~

B. Long-Term Disability Benefits

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

- a. Commencing with the thirty-first (31st) calendar day after the first (1st) day of lost time, the employee shall receive two-thirds ($\frac{2}{3}$) base biweekly pay for a period of time not to exceed one (1) month for each two (2) months of service to a maximum of two (2) years.

Employees who were participating in the City's Long-Term Disability Program reduced their sick leave accrual to six (6) hours per month in exchange for coverage under the City's Long-Term Disability Plan.

~~b.a.~~ An employee requesting receipt of such benefits must meet the criteria specified in Attachment A and must request a medical leave of absence in connection with a request to receive long-term disability. The request for a medical leave of absence and for LTD benefits must be made in advance except where it can be shown that a bona fide emergency existed. The employee shall receive no benefits except as specified under subsection (a) above. (Leaves of absence are covered under Section 4.5.)

~~e.b.~~ Payments prorated for actual time on LTD, will commence on the thirty-first (31st) day of lost time by warrant issued every twenty-eight (28) days or portion thereof.

~~d.c.~~ The maximum of two (2) years shall be for a single or multiple instance subject to the employee restoring such benefit one (1) month for each (2) months of service. The "Maximum Benefit Period" means twenty-four (24) calendar months.

~~ed.~~ Such insurance is subject to Human Resources Procedures and Rules Regarding Long Term Disability Plan and Partial Disability in Attachment A.

2. Employees who were active on or after August 1, 1997 and who qualify for the commercial insurance long term/short term disability program shall be covered as follows:

- a. An employee must request a medical leave of absence in connection with a request for such benefits.
- b. After an elimination period, employees will receive two-thirds ($\frac{2}{3}$) base pay for a period of time as determined under the guidelines of the commercial insurance policy.
- c. Eligibility for this commercial plan, and all provisions of the plan, are in accordance with the commercial insurance policy.

C. Employees covered under this Agreement shall receive a life insurance policy in the amount of no less than \$50,000.

D. The City shall continue health and life insurance premium payment during a legitimate medical leave of absence for a period not to exceed eight (8) months for any employee covered by this Agreement.

E. Retiree Insurance

The City shall pay the PERS mandated minimum employer health contribution per month per retiree who elects to participate in the PERS health insurance program towards medical insurance. The employer contribution will apply only toward the health insurance premium of one of the authorized PERS health insurance plans and has no cash value if not used in this manner. The PERS mandated minimum employer health contribution amount changes annually as directed by CalPERS.

~~EE.~~ 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, additional insurance may be purchased.

~~FG.~~ 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 4.1~~120~~ RETIREMENT

A. Classic Members covered by this Agreement shall be covered by the City contract with the Public Employees' Retirement System (PERS) 2% at 55 plan (per Government Code Section 21354) including military buy-back and highest single year retirement option (per Government Code Section 20042) and supplemented by Social Security.

B. The City shall pay the employee's seven percent (7%) contribution to PERS for employees of TCEA ~~pursuant to Section 20615 of the California Government Code.~~

- C. ~~The seven percent (7%) paid by the City be considered as employer-paid member contributions (EPMC) in accordance with Government Code Section 20023(c)(4). The 7% paid by the City is considered as employer-paid member contributions (EPMC) and the same 7% will be reported to PERS as compensation earnable in accordance with Government Code § 20636(c)(4) pursuant to Section 206971.~~ For clerical employees, the EPMC became effective July 1, 1979.

Employees hired after January 1, 1977, shall reimburse the City of actuarial liability created by their individual participation under the military buy-back provisions of this plan.

- D. Effective February 1, 2011, all new hires shall be responsible for the employee's contribution to PERS, currently seven percent (7%) of pay.

1. Section 4.10: ~~(B and C)~~ would no longer be applicable.

- E. In accordance with the provisions of the Public Employees' Pension Reform Act (PEPRA), employees covered by this Agreement hired on or after January 1, 2013 who do not qualify as "classic members" of PERS, shall be considered "new members" and shall be enrolled in the 2% at age 62 defined benefit formula with final compensation calculation period of three (3) consecutive years. Employees shall be responsible for fifty percent (50%) of the normal cost attributable to the applicable retirement formula.

Note: The definition of "classic member" or "new member" is established per the California Public Employees Retirement System (CALPERS).

- F. Employees covered by this Agreement are eligible for the \$5,000 retired death benefit (~~PERS Section~~Government Code Section 21623.5).

SECTION 4.1~~432~~ DEFERRED COMPENSATION

- A. Employees covered by this Agreement shall be eligible to participate in the 457 Plan. Rules of these Plans are contained in the applicable Government Code Guidelines as well as the City's Plan documents on file with the City Treasurer.
- B. Upon retirement or ~~termination~~separation, the employee shall have the option to defer pay from cash received from the accrued sick and leave and vacation ~~leave~~pay off into the 457 Plan up to the annual limit of deferred savings allowable for that year under Federal Law.
- C. For active employees, the deferral program shall apply to the following:
1. Cash out of vacation (Section 4.2.I)
 2. Cash out of sick leave (Section 4.3.~~DE~~)

~~a. This deferral is up to the limits set by Federal Law and is exclusive of the \$100.00 per month contributed by the City toward employee or eligible annuitant's medical insurance.~~

- D. At the completion of one (1) year of service, employees become eligible for and shall receive a non-matching deferred City contribution of \$400 per calendar year or \$17.40 per pay period.

SECTION 4.1~~234~~ MEMBER RELATIONS

Every year on the first pay period of November, employees will be given a grocery certificate for \$~~191~~201.00 for groceries from the City and TCEA. The City will purchase the certificates and distribute the certificates and will include a joint letter of appreciation. Should the City purchase the certificates at a discount, the City will provide a certificate at a higher value to all employees.

After issuing the November 2024 certificates, this benefit is eliminated and the value will be added to the base salary grids in Section 2.1.

SECTION 4.1~~354~~ SAFETY SHOES

A. Safety Shoes

Employees covered by this Agreement who are required by their Department Head to wear safety shoes shall be paid a shoe allowance of \$200.00 paid once per year payable during June of each calendar year, of employment, pro-rated for actual hours worked, paid as earned. Such an employee is subject to appropriate disciplinary action for failure to wear these safety shoes while on the job.

ARTICLE 5 - HOURS OF WORK

SECTION 5.1 NORMAL HOURS OF WORK

- A. All employees covered by this Agreement are on a 9/80 workweek schedule, with the exception of:
 - Police Records Technician (There is a 4/10 workweek schedule for employees covered in this classification).
 - Minute Secretary (The Minute Secretary shall be allowed to have a flexible hours workweek.)
 - Administrative Assistant assigned to the Administrative Section of the Library Services Division will work a Monday to Friday shift with hours of 8 a.m. to 5 p.m.
- B. Employees not on a 9/80 or 4/10 workweek schedule shall normally work a five-day, 40-hour workweek.
- C. There shall be at least eight (8) hours between regular shifts worked by any employee. Any time worked within that eight (8) hour spread shall be treated as overtime.
- D. Employees covered by this Agreement will be given notice five (5) working days prior to any shift change or change in working hours, except in the case of emergencies. This shall not apply to rotating shifts, bidding procedures or other shift changes that occur on a regular basis.
- E. 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.
- F. TCEA and Management may modify the definition of a normal workweek 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.
- G. Employees covered by this ~~a~~Agreement, — may be eligible to participate in City-wide flexible work arrangement and Hybrid Telework pilot programs in accordance with eligibility requirements and Department Head approval.

SECTION 5.2 LUNCH

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

- A. Lunch periods shall be without pay.
- B. There shall be no restrictions on employees during lunch periods that reduce the amount of time allotted for lunch. Restrictions placed upon employees during lunch periods on their own time that reduce the amount of allotted time, shall be compensated for as overtime.
- C. The amount of time for lunch period and the procedure for taking a lunch period shall be determined by Departmental Rules and Regulations.

SECTION 5.3 REST BREAKS

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

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

ARTICLE 6 – OVERTIME

SECTION 6.1 OVERTIME

- A. Employees covered by this Agreement who work a five-day 40-hour workweek schedule shall be compensated by pay at the rate of one and one-half (1½) times the regular hourly rate of the employee for hours worked in excess of eight (8) hours in any one (1) work shift or forty (40) hours in any one (1) week.

For employees on the 9/80 or 4/10 workweek schedule, employees shall be compensated by pay at a rate of one and one-half (1½) times the regular hourly rate of the employee for hours worked in excess of a regularly scheduled shift or workweek.

- B. Computation

Overtime shall be computed for actual time worked. This includes paid leave taken during the pay period.

- C. Claims for Compensation

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

- D. The provisions of this Section may be revised by a Supplemental Memorandum of Understanding between the representatives of Management and the representatives of TCEA.
- E. An employee may request compensation in the form of time off at the rate of time and a half (1½) for hours worked in lieu of pay subject to the approval of the Department Head. Such compensatory time cannot be accrued in excess of one hundred (100) hours. An employee wishing to use any accrued compensatory time off (CTO) must provide notice no later than 48 hours. A maximum of four (4) CTO days may be requested during a particular week. If such notice is provided, the CTO will be granted unless to do so would be unduly disruptive to the department. If less than 48 hour's notice is given, the employee's supervisor may still grant the request, but such decision will be at the supervisor's discretion and not subject to challenge
- F. Whenever practicable, overtime shall be first offered to permanent, full-time employees of a class within the Department and Division. There shall be continued discussions in each Department with the intent of establishing procedures for such offers of overtime. In emergency situations, and when no volunteers are found using the seniority basis, overtime may be mandatory through an inverse seniority assignment.
- G. Any employee of the Police Department required to appear in court, or placed on call at the station in the performance of their duties, shall be compensated at the regular overtime rate for a minimum of two (2) hours or for the actual time spent in court inclusive of the court's lunch break, if required to report back to court following lunch. If on-duty hours are contiguous to this two (2) hour minimum, the employee shall be compensated for actual hours spent in court.

SECTION 6.2 CALL OUT

The City and TCEA jointly recognize and commit to resolving the problem regarding employee response to call out.

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

Such shall not apply to scheduled holiday work as prescribed under Section 4.1.D.2, Holiday Work Pay - Scheduled Work.

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 their normally assigned duties in excess of ten (10) cumulative working days during their 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

- A. 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.
- B. An employee may request that a written reprimand be removed from their permanent personnel file providing the following conditions are met:
 - 1. A Standard performance evaluation has been maintained during the two (2) year period following the date on the written reprimand; and
 - 2. There has been no discipline during the two (2) year period.
 - a. For purposes of this Section, discipline shall be defined minimally as a written reprimand.

SECTION 7.3 []
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SECTION 7.43 TRANSFERS

- A. Lateral Transfer
 - 1. Permanent employees in a job classification represented by TCEA may make themselves available for lateral entry into a classification in any representation unit represented by TCEA whose salary range is equal to or less than that of the classification of position presently held by the employee. (A salary range shall be considered to be equal to if there is less than a seven-and-one-half percent [7.5%] difference in the highest step in the base salary range for the class.)
 - 2. When a position in a classification for which an employee has 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 based on seniority subject to the above. The employee shall receive an evaluation from the Department Head at the end of each thirty (30) day period. If an employee does not qualify, they shall be returned to their previous status. The approval and verification of Department Head and the City Manager shall be final.
- e. Such lateral appointment of the employee shall be subject to a six (6) month period to verify their competency in the new position.
- f. ~~If an employee accepts a lateral transfer, their salary shall be at their former rate or at the highest step of the lower range, whichever is the lower. If an employee accepts a lateral transfer, the employee shall be placed on a pay step for the current classification which is closest in pay to their former classification pay step regardless if the highest step in the new classification is lower than their former pay.~~

B. In-Class Transfer

- 1. Employees who make in-class transfers shall be subject to a six (6) month probationary period.

C. Medical Lateral Transfer

- 1. Employees subject to medical lateral transfers shall be subject to a six (6) month probationary period.
- 2. Medical lateral~~s~~ transfers who do not pass the prescribed probationary period will be reevaluated for current vacancies for which they qualify based on physical restrictions and which are within the other guidelines (Section 4.4).

SECTION 7.5-4 LAYOFF PROVISIONS

- A. Management retains the right to modify or eliminate this Section pursuant to any court action or subsequent legislation which overturns, modifies, or repeals AB 702.
- B. 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. The City will give at least thirty (30) days' notice to the Association prior to any layoffs.
- 2. All temporary, seasonal, and/or recurrent and probationary employees have been released from the class.

3. Employees in the class have been given an opportunity to seek lateral transfer to existing vacant positions (See Section 7.43).
4. Management will meet and consult with the representatives of TCEA over alternative courses of action to avoid such layoff.
5. Notice of actual layoff shall be given no less than 15 days 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 TCEA;
 - d. Separate notice to any employee in the class who has two (2) or more below standard ratings within the preceding three (3) years.

C. Order of Layoff

1. Employees who have two (2) or more Below Standard performance evaluations within the preceding three (3) years shall be laid off first. Any employee whose most performance evaluations out of the last three (3) years is Standard or better may be excluded from this Section;
2. Next layoff shall occur based on 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 (2) employees are of the same length, seniority shall be decided by the drawing of lots.

D. Voluntary Reduction of Class

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

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

E. Recall

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

1. Such list shall be in inverse order of layoff, lateral transfer, or reduction.

2. A recall list shall be kept by the Civil Service Commission and shall be used when any vacancy for that class is to be filled.
3. The list shall be maintained until all names have been offered an opportunity for recall or at the end of two (2) years, whichever occurs first.
4. The appointing authority shall offer appointment to the first name on said list. If the individual accepts, they shall be appointed. (After sixty [60] days from the date of layoff, the employee may be required to take a medical examination so as to ensure the employee is medically and mentally capable of performing the duties of the class. The individual shall still be required to meet the minimum standards of the class.)

F. 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 Section 7.54.C, provided, however, that such an employee's seniority shall be based solely upon total employment in classifications covered by this Agreement.

SECTION 7.6-5 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 thirty (30) days of such termination.
- B. Inactive status shall continue for no more than one (1) year.
- C. Inactive status shall qualify a past employee to be certified as a name in addition to the five (5) open or three (3) promotional eligible for a vacant position in the classification from which they were terminated.
- D. All employee benefits shall not accrue during such inactive status and the employee shall have a break in continuous employment.

SECTION 7.7-6 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 TCEA in writing of its intent to prepare and submit a revised class specification to the Civil Service Commission for action. TCEA will be invited to give input into the formulation of the revised specifications via meetings between the City and the TCEA. After the proposed revised specification is drafted, the City will submit the revision electronically to TCEA for review, redlining, and modifications. Within thirty (30) days, TCEA 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 thirty (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 TCEA, 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 TCEA may present its position to the City Council.

The Council item will include TCEA's position as an attachment. Human Resources will notify TCEA of the scheduled City Council meeting four (4) weeks in advance. TCEA must submit its position in writing (electronically) to Human Resources two (2) 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 (2) or more classes, the City and the employee group will meet and confer with regard to the status of the incumbents and their hours, wages, and working conditions. A permanent incumbent employee in a current classification covered by the Agreement will not have wages and/or benefits reduced as a result of the above actions.
- D. Upon request, a salary survey will be conducted when a job specification is reclassified or revised.
- E. Both parties specifically agree that this procedure is the sole and exclusive method for revising class specifications (including proposed compensation for the proposed classification) and that neither the City nor TCEA can go through the impasse resolution process to resolve differences over class specifications.

SECTION 7.8 []
Intentionally Left Blank

SECTION 7.9-7 LABOR CODE

TCEA and Management agree to incorporate Labor Code Section 1198.5 into this Agreement by reference.

SECTION 7.10-8 WORK RULES

The City shall have written work rules for each Department. Such rules shall be transmitted to TCEA within ninety (90) consecutive days of the signing of the MOU. These rules shall cover breaks, lunch hours, reporting for sick leave, sick leave standards, safety, uniform standards, vacation scheduling, and discipline procedure. The City will meet and confer and/or meet and consult regarding Departmental Work Rules upon request by the recognized employee representative. Where an impasse develops, TCEA may make use of the impasse procedure of the Employee Relations Ordinance.

Where meet and confer and/or meet and consult are appropriate, the employee and TCEA may still make use of the grievance procedure where appropriate.

SECTION 7.11-9 USE OF CITY VEHICLE

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

ARTICLE 8 – GRIEVANCES

SECTION 8.1 DEFINITION OF GRIEVANCE

A grievance is a complaint by one (1) or more employees concerning the application or interpretation of ordinances, rules, policies, practices, or procedures within the scope of this Agreement affecting the employee's wages, hours, and working conditions. The Association may file a grievance in the name of the Association in lieu of a named employee.

SECTION 8.2 SCOPE OF GRIEVANCE PROCEDURE

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

SECTION 8.3 THE GRIEVANCE PROCEDURE

A. First Step: Supervisory Level

1. The employee(s) and/or a representative(s) shall notify the supervisor that they are bringing a grievance.
2. The grievance may be presented orally or in writing. If the grievance is presented in writing, it must be on the grievance form. The employee(s) or representative(s) must complete each section of the form. If the form is not complete, it will be returned to the employee(s) or representative for completion. The timeline will be extended for five (5) working days to complete this task.
3. The aggrieved employee(s) and/or a representative(s) shall meet with the employee's immediate supervisor.
4. The immediate supervisor may ask for a superior to participate.
5. If a grievance is not resolved by the end of the fifth full working day, after being received by the immediate supervisor, the employee may within ten (10) working days appeal in writing to the Department Head on a form provided by the City.
6. If a grievance is against a Department Head, the employee shall appeal in writing to the City Manager.
7. Copies of grievances filed at this level of the grievance procedure will be sent to the president of TCEA.

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 have the employee's superiors present at such conference.

3. If the grievance is not resolved by the end of the fifth (5th) full working day after being received by the Department Head, the employee may within ten (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 satisfactorily resolved by the end of the fifth (5th) full working day after being received by the City Manager, the employee may, with the concurrence of TCEA, appeal in writing within ten (10) working days to the City Manager for binding arbitration. If the employee fails to appeal, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

D. Fourth Step: Arbitration

1. As soon as is practicable, and in no case later than ten (10) working days after receipt of an appeal, the City Manager or designee shall request a list of seven (7) names from the American Arbitration Association or the State Mediation and Conciliation Service. The parties shall alternate between the American Arbitration Association and State Mediation and Conciliation Service.
2. Representatives of TCEA and Management 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 (1) name remains. Priority in striking shall be decided by the flip of a coin.
3. The decision of the Arbitrator shall be final and binding. Such decision shall not add to or otherwise modify the language of this Agreement.
4. Cost of arbitration shall be equally shared by the parties.

SECTION 8.4 GENERAL GRIEVANCE PROVISIONS

- A. All time periods specified in this Article may be extended by mutual consent of the aggrieved employee(s) or their representative(s) and the Management representative involved and must be done in writing.
- B. The aggrieved employee(s) and/or representative(s) shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.)
- C. A grievance shall be considered untimely if not presented by the employee within thirty (30) calendar days of the alleged grievance or within thirty (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.

- D. Written grievances shall be on a form provided by the City.
- E. Management will notify TCEA of any grievance involving the terms and conditions of this Memorandum of Understanding.
- F. The TCEA representative has the right to be present at any formal grievance conference concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
- 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. If the City fails to respond within any of the timelines set forth above, the grievant may proceed automatically to the next step.
- J. All parties shall participate in good faith at each step of the process. Failure to do so may result in the grievance being denied.

SECTION 8.5 STEWARDS

- A. On July 1 of each year, TCEA will submit a written list of employees who have been selected as stewards to Human Resources and the City Manager. The number of stewards assigned to the City work sites shall be determined by TCEA. The list shall be kept current by TCEA.
- B. When attendance at a formal grievance conference is requested or required, the stewards shall first obtain permission from their immediate Supervisor and inform the Supervisor of the nature of the business.
- C. Upon entering other work locations, the stewards shall inform the Supervisor in charge of the nature of the steward's business.
- D. The officially designated on-site steward or alternate may, with the permission of their Supervisor, be released from duties one-half (½) hour early for the purpose of reviewing personnel file(s) necessary for the processing of grievances/disciplinary matters. Such review must have the written authorization of the employee(s) involved and must be coordinated with Human Resources prior to the review.
- E. TCEA agrees that a steward shall not receive additional compensation for the time spent performing any function of a steward.

ARTICLE 9 – GENERAL

SECTION 9.1 SECURITY PROVISIONS

- A. The City shall deduct the dues from the check issued during the second pay period of each month of each employee in the bargaining unit as specified by TCEA under the terms contained herein.

- B. The City shall also apply this provision to every permanent employee who transfers into this representation unit after July 30, 1989, within sixty (60) calendar days of the transfer.
- C. TCEA 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 TCEA 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. Every employee represented by TCEA, upon hire by the City, shall be provided with a packet of information relevant to TCEA membership and organizational activities. Such packet, prepared by TCEA, shall include the name of the Employee Organization President, and shall be approved by the City for relevant content prior to distribution.
- E. TCEA 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 account.

SECTION 9.2 NON-DISCRIMINATION, EQUAL OPPORTUNITY, AND SEXUAL HARASSMENT

- A. The City and TCEA support the concept of equal employment opportunity.
- B. Neither the City nor TCEA shall discriminate based on age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union or non-union affiliation, or political affiliation.
- C. The City and TCEA agree that they will work to ensure a working environment free of discriminatory harassment.
- D. The parties agree to cooperate actively and positively to provide encouragement, assistance and appropriate training opportunities. Where feasible, the City will provide on-the-job training and other training opportunities.
- E. This Section is expressly non-grievable. Any violation will be redressed through the City Discrimination Policy.

SECTION 9.3 JOB ACTION

- A. TCEA and its members agree that during the term of this Agreement, there shall be no strike, slowdown, concerted use of sick leave, or other concerted job action.
- B. In the event of an unauthorized job action, the City agrees that there will be no liability on the part of TCEA 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 affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action against individual employees participating in the concerted job action.

SECTION 9.4 TRAINING

A. Job Training

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

SECTION 9.5 EMPLOYEE RELATIONS LEAVE

An amount equal to fifty-seven (57) hours (6.3 work shifts) per fiscal year shall be available for employees to participate in Employee Relations Leave outside the City. If the fifty-seven (57) hours are used up, and if there is a convention that requires the use of additional hours, impacted employees may ask their Department Heads for permission to use up to an additional twenty-seven (27) hours with the concurrence of the City Manager or designee. This twenty-seven (27) hour amount is not subject to carry over if unused.

The City will track these costs and any amount requested over this amount may be taken, but employees must then use their own accrued time, such as vacation or compensatory leave or attend meetings without pay. Unused hours from the previous year can be carried over and will be used first in subsequent years; however, maximum shifts used in anyone (1) year can never exceed ninety (90) hours. The three (3) discretionary shifts which are subject to Department Head and City Manager approval cannot be carried over.

SECTION 9.6 CIVIL SERVICE EXAMINATIONS

Any employee who has applied for and been notified of acceptance to take a Civil Service examination for a City of Torrance position, may take paid time off to take the examination if it takes place during their regular work shift. The employee, however, must give seventy-two (72) hours' notice to their Supervisor of the examination in order to receive pay. (Copy of Civil Service appropriate notification is sufficient.)

SECTION 9.7 WELFARE TO WORK

Duties normally performed by employees represented by TCEA shall not be assigned to welfare recipients, welfare to work participants or any public, private or nonprofit organization using the services of welfare recipients. Such individuals shall displace no TCEA represented employees. Displaced shall be defined as partial displacement such as reduction in hours of work, wages or employment benefits.

SECTION 9.8 FAMILY LEAVE

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

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 Agreement.

The parties agree that employees will utilize the form attached to this Agreement as Attachment C to provide notice of their request to use release time. Release time will not be unreasonably denied.

A. Negotiations

If negotiations are set more than forty-eight (48) hours in advance, employees are required to complete the Release Time Form and submit it at least forty-eight (48) hours in advance. If negotiations are set with less than forty-eight (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 (½) hour before and one (1) hour after.

B. Hearings

Release time is available for time spent in hearings (e.g., PERB, discipline, grievances, Civil Service Commission), 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 forty-eight (48) hours in advance, employees are required to complete the Release Time Form and submit it at least forty-eight (48) hours in advance. The City will provide paid release time to one (1) employee without City Manager approval. Additional paid releases may be requested by the Employee Group with the approval of the City Manager or the City Manager's designee.

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 forty-eight (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 forty-eight (48) hours advance notice, employees are required to complete the Release Time Form and submit it as soon as possible. Paid release time will be provided for one (1) employee attendance at such meetings.

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

SECTION 10.2 MONTHLY MEETINGS

- A. Management and TCEA agree to meet monthly to discuss any issues which may be brought forward by either party. Any meeting may be canceled or rescheduled by consent of both parties.
- B. Requests may be made for meetings to be held between stewards and/or executive board members and employees covered by this Agreement. Upon request of the TCEA Departmental Steward or Executive Board Member, Management will make every effort to provide a meeting room in close proximity to the Department location. The request from the employee organization must be made to Management in writing at least seventy-two (72) hours in advance. Meetings shall be held before or after working hours and shall normally take place no more than once per month. Management will allow the employee organization to post notices on the meetings at least one (1) day in advance.

SECTION 10.3 CONTINUED DISCUSSIONS

Management and the Employee Group will continue to discuss the following items:

- 1. ~~Accrue vacation leave hours for the federal holiday Juneteenth~~Move-up and Temporary Appointment Language updates;
- 2. ~~Safety Shoes Allowance; potential removal due to lack of payments processed~~
- 3. ~~Retirement Health Savings Plan~~
- 4. ~~The City agrees to conduct salary surveys prior to the end of the agreement for the following positions (order of preference listed if not all done at once):~~
 - a. ~~Police Records Technician~~
 - b. ~~Reprographic Specialist~~
 - c. ~~Claims Technician~~
 - d. ~~Graphic Designer~~
 - e. ~~Driver/Clerk, Delivery~~
 - f. ~~Administrative Assistant I/II~~
- 2. ~~Exploring employees' salaries and classifications.~~
- 3. ~~CLET Premiums for Records Technicians and Administrative Assistants.~~
- 4. ~~Retiree Benefits Retirement Health Savings Plan.~~
- 5. ~~Premium pay and/or educational incentives for degrees, certifications, and trainer roles comparable to provisions in other MOUs.~~
- 6. ~~Allow Administrative Assistants to work as Records Technicians on a voluntary basis.~~

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, ~~2024~~ 2028 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 the 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 Section 12.1.A 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 and/or e-mail address to be used for that notice. A fax number may be given, if available. The list of Officers for notice shall be updated by the Association every six (6) months.

C. Effectiveness

1. 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:
 - i. By personal delivery;
 - ii. By facsimile transmission if also deposited at the same time for delivery by United States mail in the manner described in clause 3;
 - iii. By deposit in the United States mail, certified or registered, postage prepaid; or
 - iv. By delivery by a same day or overnight courier (e.g., Federal Express, etc.).
2. 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:
 - i. 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
 - ii. The date of receipt or refusal of the concurrently mailed copy of the Notice.

3. 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 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 ~~20th~~-3rd day of December, ~~2022~~2024.

Mayor George K. Chen

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN, City Attorney

ATTEST:

By _____
Tatia Y. Strader
Assistant City Attorney

Rebecca Poirier, MMC, City Clerk

ATTACHMENT A (REVISED)

CITY OF TORRANCE HUMAN RESOURCES PROCEDURES AND RULES REGARDING LONG TERM DISABILITY PLAN AND PARTIAL DISABILITY

I. PURPOSE

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

II. DEFINITIONS

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

III. BENEFITS UNDER THE CITY PROGRAM

1. Total or Partial Disability:
If an injury or sickness results in continuous total disability or continuous partial disability or combination of both, the employee while covered hereunder, who requires "regular care and attendance", shall receive from the City the monthly benefit. The monthly benefit will terminate on the earliest of:
 - a. The date of death of the employee;
 - b. The date benefits have been incurred for the maximum benefit period;
 - c. The date the employee retired (provided, however, that the employee shall receive a total of the monthly benefit related to a combination of both retirement and long term disability benefits if totally or partially disabled to the normal expiration of benefits);
 - d. The date the employee ceases to be totally or partially disabled;
 - e. The date specified in a settlement agreement between the employee and the City. The employee shall be eligible for benefits as noted below:

$$\frac{\text{Full-time Employment}}{\text{Two (2) months}} = \frac{\text{Full-time LTD}}{\text{One (1) month}}$$

$$\frac{\text{Full-time Employment}}{\text{One (1) month}} = \frac{\text{Part-time LTD}}{\text{One (1) month}}$$

$$\frac{\text{Part-time Employment}}{\text{Four (4) months}} = \frac{\text{Full-time LTD}}{\text{One (1) month}}$$

$$\frac{\text{Part-time Employment}}{\text{Two (2) months}} = \frac{\text{Part-time LTD}}{\text{One (1) month}}$$

2. Recurrent Disability:

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

IV. REDUCTIONS

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

V. TERMINATION OF COVERAGE

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

VI. EXCLUSIONS

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

² 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

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 they have 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 paperwork³ must be submitted to the Human Resources Department. It should include medical certification of a serious health condition per the FMLA guidelines and the dates the employee expects to be absent. The leave must be approved by the Department Head and the Human Resources Director.
2. Verification of illness or injury of the employee or qualifying family member must be provided in writing by the treating physician on the City provided forms.
3. The employee or representative makes a request for catastrophic leave donations to the employee's department. The City Manager's Office is then notified and advertises the donation request via e-mail.
4. The period of absence will be determined by the written verification of the employee's or family member's physician and will not be based on the number of hours donated. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one year period, as is allowed by the Family and Medical Leave Act.
5. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one-year period, as is allowed by the Family and Medical Leave Act.

³ 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.

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

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

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

Procedures/Guidelines for Donating Hours

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

Confidentiality

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

ATTACHMENT C**REQUEST FOR RELEASE TIME FORM**

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

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

Date: _____

Employee: _____

Department/Division: _____

Name of Immediate Supervisor: _____

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 § 8314).