

**RESOLUTION NO. 2025-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE PROFESSIONAL PARK AND RECREATION EMPLOYEES ORGANIZATION (TPPREO), AND REPEALING RESOLUTION NO. 2023-30**

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

**SECTION I**

That Resolution No. 2023-30 is hereby repealed in its entirety.

**SECTION II**

The following Agreement between representatives of Management and the representatives of the Torrance Professional Park and Recreation Employees Organization (TPPREO) is hereby approved in its entirety to read as follows:

**MEMORANDUM OF UNDERSTANDING**  
**TORRANCE PROFESSIONAL PARK AND RECREATION**  
**EMPLOYEES ORGANIZATION**  
**(TPPREO)**

**A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS,  
WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY  
THE TORRANCE PROFESSIONAL PARK AND RECREATION EMPLOYEES  
ORGANIZATION (TPPREO)**

An Agreement of the undersigned representatives of the Torrance Professional Park and Recreation Employees Organization (TPPREO) and the representatives of the City of Torrance (City) that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours, and working conditions for the period of February 9, 2025 through June 30, 2028, and was reached through agreement of the undersigned parties.

Signed this 11<sup>th</sup> day of February 2025

Management

TPPREO

/s/ Ian Dailey

/s/ Jesus Castro

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/s/ Jamie Le

/s/ Allison Saufua

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/s/ Veronica Minter

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**ARTICLE 1 – INTRODUCTION**

**SECTION 1.1 PREAMBLE**

The following is the agreement regarding wages, hours, and working conditions between the representatives of Management and the Torrance Professional Park and Recreation Employees Organization. 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 service to be performed, direct its employees, exercise control and discretion over its organization and operations, and determine the methods, means, and personnel by which the City's operations are to be conducted, and the levels of service met, and carry out its mission in emergencies, provided, however, that the exercise of these rights does not preclude employees and their representatives from consulting or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

**ARTICLE 2 - COMPENSATION PROVISIONS**

**SECTION 2.1 PAY RANGES AND CLASS TITLES**

A) The pay ranges described below are hereby assigned to the classifications of employees represented by TPPREO:

***Effective February 9, 2025***

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

- **Recreation Supervisor:** Employees will crosswalk down one step (i.e. employees on step 6\* will be placed at step 5) and any employees on step 1\* will be placed on step 1. Employees in this classification who have been on step 6\* for more than 12 months as of February 8, 2025, shall be granted a step increase effective February 9, 2025.
- **Recreation Supervisor, Sr:** Employees will crosswalk down one step (i.e. employees on step 6\* will be placed at step 5) and any employees on step 1\* will be placed on step 1. Employees in this classification who have been on step 6\* for more than 12 months as of February 8, 2025, shall be granted a step increase effective February 9, 2025.

\* Indicates that the step number is referring to the salary grid prior to February 9, 2025.

<b>Pay Ranges</b>	<b>Basis</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Recreation Supervisor</b>	Hourly	\$31.95	\$33.55	\$35.22	\$36.99	\$38.84	\$40.79
<b>Recreation Supervisor, Sr</b>	Hourly	\$41.16	\$43.22	\$45.39	\$47.66	\$50.05	\$52.56

**Effective July 13, 2025**

<b>Pay Ranges</b>	<b>Basis</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Recreation Supervisor</b>	Hourly	\$33.07	\$34.73	\$36.47	\$38.30	\$40.22	\$42.24
<b>Recreation Supervisor, Sr</b>	Hourly	\$42.61	\$44.75	\$46.99	\$49.34	\$51.81	\$54.41

**Effective July 12, 2026**

<b>Pay Ranges</b>	<b>Basis</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Recreation Supervisor</b>	Hourly	\$34.23	\$35.95	\$37.75	\$39.64	\$41.63	\$43.72
<b>Recreation Supervisor, Sr</b>	Hourly	\$44.11	\$46.32	\$48.64	\$51.08	\$53.64	\$56.33

**Effective July 11, 2027**

<b>Pay Ranges</b>	<b>Basis</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Recreation Supervisor</b>	Hourly	\$35.43	\$37.21	\$39.08	\$41.04	\$43.10	\$45.26
<b>Recreation Supervisor, Sr</b>	Hourly	\$45.66	\$47.95	\$50.35	\$52.87	\$55.52	\$58.30

**SECTION 2.2 BASE PAY RANGE**

**A) Starting Pay Rates**

Original appointment shall normally be made at the first step. Upon recommendation of the Department Head, and approval by the City Manager, initial compensation may be at a higher step in the range for the class based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirement specified for the class, or is required by a temporary shortage of applicants for the class involved. Further, those in the involved class who are receiving less than the new initial compensation rate shall have their rates of pay adjusted to such rate.

**SECTION 2.3 SALARY ADVANCEMENTS**

**A) Step Advancement Within Base Pay Range**

Base pay step advancement within a range shall be on the first day of the first pay period following the anniversary of each year of service to the maximum step of the base pay range subject to the employee having received at least a satisfactory rating at the most recent performance evaluation. Upon recommendation of the Department Head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify. Advancements to the next step following such accelerated advancement shall normally be after one [1] year.

In the absence of a timely performance evaluation, the employee shall be deemed, for the purpose of this Section, to have a satisfactory performance for the immediate prior period.

Performance evaluations shall be given every twelve (12) months of employee service. A failure to provide a performance evaluation within 30 days of the normal date shall be defined as standard for the purpose of this Section.

## **SECTION 2.4 RATE OF PAY ON PROMOTION**

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

## **SECTION 2.5 METHODS OF COMPENSATION**

Compensation shall be paid on a per-hour basis.

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

## **SECTION 2.6 CONTINUITY OF SERVICE**

Service requirements for advancement within the pay range, longevity pay, merit steps, holidays and vacation shall be based on continuous and total service as a regular employee.

- A) Leaves of absence without pay of less than ten (10) working days, and leaves with pay, shall not interrupt continuous service nor be deducted from total service.
- B) Leaves of absence without pay in excess of ten (10) working days, except for extended military leave, shall be deducted in computing total service but shall not serve to interrupt continuous service.
- C) All unauthorized absences shall be grounds for disciplinary action except where it can be shown that the employee could not respond due to a bona fide emergency (the employee shall still be docked for any time not worked). Any unauthorized leave in excess of three working days in any calendar month shall be deducted from total service and may at the discretion of the City Manager interrupt continuity of service.

## **SECTION 2.7 SUPERVISORY PAY POLICY**

A supervisor shall receive no less than 5% over the base pay of any employee supervised.

## **ARTICLE 3 - SPECIAL COMPENSATION**

### **SECTION 3.1 MOVE-UP ASSIGNMENT**

- A) 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 his/her job, another permanent, non-probationary employee may be assigned by the Department Head or his/her designee to do the work of the absent employee.
- 2) The assigned employee need not possess the minimum qualifications for the position of the absent employee unless the move-up position requires a special license or certificate to perform the work.
- 3) An employee with a performance improvement plan and/or a below standard evaluation for the review period applicable to the employee will not be considered (except where the performance evaluation is being formally appealed). For the purposes of this section, the employee's performance shall be considered standard if they have not received an evaluation for more than a year.
- 4) The Department Head or his/her designee may permit the position to remain temporarily vacant, if in the opinion of the Department Head or his/her designee, the public health, welfare and safety are not jeopardized.
- 5) The employee may not decline move-up if there are no other employees certified as capable of performing work determined by the Department Head or his/her designee as vital to the Department.
- 6) The employee may decline the assignment only subject to Section 3.3(E)(1) Priorities 1 and 2 (below).

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 assignment shall not exceed 90 days.
- 2) If the work is not performed in a satisfactory manner, the Department Head or his/her designee may remove the employee who has moved-up and replace them with another move-up assignment or leave the position unfilled.

D) No Probationary Period Credit

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

E) Priority for Move-Up Assignments

- 1) Priority for move-up assignments shall be determined in the following manner:

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.

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 full-time employees regularly employed in the same Division in the next lower classification on a seniority basis.

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 his/her designee.

- 2) Employees will indicate their preference in participating in the move-up by notifying their Department Head or designee on a "Move-Up Interest Form" provided by the Department.

F) Absence of a Moved-Up Employee

If a moved-up employee is absent, the next employee on the rotational roster may be moved-up in their absence, subject to all provisions of this section.

G) Move-Up Pay for Vacant Positions

- 1) 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 lower step of the class or the lower step for such assigned position which will give the employee five percent (5%) or more than the current base salary of that employee, whichever is the higher within the base pay range for the class.
- 2) For the purposes of this Section, one-half (1/2) shift shall constitute a day.

### **SECTION 3.2 NIGHT SHIFT PREMIUM**

All full-time employees covered by this agreement who are assigned to night shifts shall be paid at five percent (5%) above their base hourly rate. A night shift shall be defined as a shift in which one-half or more of the shift is scheduled to work after 4:00 p.m. or before 8:00 a.m. Such premium shall not be paid on top of overtime pay.

## **ARTICLE 4 – BENEFITS**

### **SECTION 4.1 HOLIDAYS**

- A) For the purpose of 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, Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
- B) When a holiday falls on a weekday (from 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 such a holiday 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 such holiday will be observed as a holiday. For purposes of this Section, Christmas Eve and New Year's Eve are not calendar holidays.

- C) A holiday shall be a regular work shift construed as (Monday- Thursday) nine (9) hour day = 9 hour holiday and (Friday) eight (8) hour day = 8 hour holiday.
- D) Scheduled Work:
  - 1) 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 one-half on the calendar holiday, without holiday pay.
  - 2) An employee scheduled to work on the observed holiday but not the calendar holiday shall be compensated at the rate of time and one-half on the observed holiday in addition to the regular holiday pay. The employee shall not be paid on the calendar holiday.
  - 3) An employee scheduled to work on a calendar holiday but not on the observed holiday shall be compensated at the rate of time and one-half on the calendar holiday, without holiday pay. The employee shall be paid the regular holiday pay on the observed holiday.
  - 4) The employee may receive compensatory time subject to the Department Head approval.

## **SECTION 4.2 VACATION LEAVE**

- A) Employees covered by this agreement shall earn vacation as follows:
  - 1) The rate of 8.67 hours per month of service by each regular employee.
  - 2) Commencing with the 3<sup>rd</sup> year of service at the rate of 10 hours per month of service by each employee.
  - 3) Commencing with the 5<sup>th</sup> year of service at the rate of 12.67 hours per month of service by each employee.
  - 4) Commencing with the 10<sup>th</sup> year of service and until the completion of twenty years of service, at the rate of 16.02 hours per month of service by each employee.
  - 5) Commencing with the 21<sup>st</sup> year of service at the rate of 17.34 hours per month of service by each employee.
  - 7) Commencing with the 25<sup>th</sup> year of service at the rate of 18.00 hours per month of service by each employee.

B) Eligibility

Only probationary or permanent employees who regularly work 40 hours per week shall earn vacation leave. Vacation shall be earned only while an employee is receiving compensation from or through the City and it shall be prorated on an hourly-earned basis.

C) The time of taking vacation leave shall be determined by the Department Head, subject to review by the City Manager. An employee may take vacation leave only in increments of four (4) hours or more.

D) Borrowing

An employee may borrow up to 40 hours of unearned vacation subject to the approval of his/her Department Head.

E) Effect of Holidays

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

F) Effect of Separation

Any borrowed vacation leave owed by a terminating employee shall be deducted from the employee's final pay, while any vacation owed to a terminating employee shall be added to the employee's final pay in cash, 457 and/or RHSP.

G) An employee, subject to Department Head approval, who has earned in excess of 160 hours of vacation leave, may receive pay from this excess to a maximum of 80 hours per fiscal year; provided, however that an employee must take at least 80 hours of vacation leave during that fiscal year (28 days prior notice must be given for such a request).

H) Maximum Accrual: An employee may accrue up to 500 hours. Any hours of vacation leave which would have been granted but unused over 500 hours shall automatically be 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 15th.

I) All paid time off for vacation leave is allocated on an hour-by-hour basis. Therefore, if an employee is off on a nine (9) hour day, the employee will be charged nine (9) hours. If an employee is off on an eight (8) hour day, the employee will be charged eight (8) hours.

J) Personal Leave

Two (2) full work shifts of vacation leave per calendar year may be requested of the supervisor to be used for personal leave for which no verification is required. This amount is deducted from vacation leave and may not be carried over from year to year. The time shall be taken in no less than four-hour increments. This leave, while paid for out of vacation leave, is actually paid personal leave and is not part of vacation leave usage in and of itself. Personal leave may be denied for employees with a "Below Standard" or "Unsatisfactory" performance evaluation within the preceding 12 months.

## 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 of the employee. In addition, employees may use sick leave for the following 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

Employees shall be granted six (6) hours for each month of service to a maximum of 500 hours of accrued sick leave.

### C) Cash or Deferred Compensation Options

- 1) The employee may select, in December or June of each year, to convert any sick leave granted but unused over 300 hours into cash or deferred income at the rate of one (1) hour pay for each hour of unused sick leave. Such payments shall be made before June 15 or December 5.
- 2) Any hours of sick leave which would have been granted over 600 hours accrued sick leave shall be automatically converted into cash payable in December of each year 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's Payroll Division 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 his/her regular day off, he/she shall be compensated in the same manner as for overtime. He may, however, be required to substantiate an illness by a written statement absence 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 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, the provision in section 4.12C (Retirement Health Savings) shall apply as well as the below, except for disciplinary reasons involving public funds. After the appropriate years of service an employee covered by this agreement shall have their remaining accumulated sick leave converted by the City into cash or deferred income on the following basis:
  - a) At separation and 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) At separation and after seven (7) years of service, each hour of accumulated sick leave shall equal one--half ( $\frac{1}{2}$ ) employee's hourly rate of pay.
  - c) 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 employee's 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) All paid time off for sick leave is allocated on an hour-by-hour basis. Therefore, if the employee is off sick on a nine (9) hour day, the employee will be charged nine (9) hours. If the employee is off sick on an eight (8) hour day, the employee will be charged eight (8) hours.

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

**SECTION 4.4 INDUSTRIAL INJURY LEAVE**

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

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

- 1) Up to three (3) months during the first three (3) years of employment.
- 2) Up to six (6) months during the fourth (4<sup>th</sup>) year of employment.
- 3) Up to twelve (12) months after four (4) years of employment for industrial injury.
- 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 injuries sustained on or after August 3, 1997, the following applies:

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

- 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, accrue vacation, and accrue 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 he/she receives 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 his/her 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 TPPREO within seventy-two (72) hours of any industrial injury which causes the death or hospitalization of any member of the bargaining unit.
  - 2) Management has the responsibility to seek lateral transfer of an injured employee where appropriate and to process involuntary disability retirement where necessary.

#### **SECTION 4.5 LEAVES OF ABSENCE**

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 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 4.8 COMPASSIONATE LEAVE**

An employee may utilize Compassionate Leave 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".

1. Contributions for Employees effective January 1, 2023

**Effective January 1, 2023**

	<b>1 Party</b>	<b>2 Party</b>	<b>Family</b>
City Contribution	\$597.68 per month	\$1,140.36 per month	\$1,595.96 per month

On the pay period including February 9, 2025 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: \$242.04; 2 party: \$504.45; Family: \$598.14.

a. Cash-In-Lieu Payments

Employees who qualify for health insurance coverage and 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 plan year. The employee must provide reasonable evidence of the 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 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.

2. Contributions for employees effective **April 1, 2025:**

**Effective April 1, 2025**

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

a. Cash-In-Lieu Payments

Employees who qualify for health insurance coverage and 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 plan year. The employee must provide reasonable evidence of the 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 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

- 1) Employees shall be covered by the commercial short-term disability (STD) / long-term disability (LTD) program 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  $\frac{2}{3}$  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) Retiree Insurance

For the purposes of this section, retiree shall be defined as a member who has retired from the City of Torrance through a service, industrial, or non-industrial disability retirement and who starts collecting their pension within 120 days of separating from the City of Torrance. Employees who enroll in medical insurance shall be eligible for the PERS minimum employer contribution toward the health insurance premium. 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.

- D) Employees covered under this agreement shall receive a life insurance policy in the amount of no less than \$50,000 effective FY 2005-2007. If the premium for the policy shall increase 20% or more, then the City will reevaluate the coverage which is offered at no cost to the employee.

E) 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.

F) 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) Employees covered by this agreement shall be covered by the City contract with the Public Employees Retirement System 2% at 55 plan (Government Code § 21354) including military buy-back and highest single year retirement option (per Government Code § 20042), and supplemented by Social Security.
- B) The City shall pay the employee's 7.0% contribution to PERS for employees of the Torrance Professional Park and Recreation Employee Organization.
- C) The seven percent (7%) paid by the City is considered as employer-paid member contributions (EPMC) and the same percent (7%) will be reported to PERS as compensation earnable in accordance with Government Codes § 20-023 20636(c)(4) and § 20691.
- D) Effective November 9, 2010, all new hires shall be responsible for the employee's contribution to PERS, currently seven percent (7%) of pay.

- 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 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.

#### **SECTION 4.12 DEFERRED COMPENSATION**

- A) Employees covered by this Agreement shall be eligible to participate in the following deferred compensation plans: 457 and Retirement Health Savings 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) Employees covered by this agreement shall receive a nonmatching deferred City contribution of \$284.26 per calendar year. Paid in 26 payments of \$10.93 per pay period.
- C) Retirement Health Savings Plan

For retiring and separating employees, the following shall apply:

1. Any hours under or equal to 500 (sick) and 500 (vacation) will be deposited into the Retirement Health Savings Program, therein referred to as the RHSP Plan.
2. The remaining balance up to limits allowed by law will be disbursed into the City's 457 plan or be paid in cash.

### **ARTICLE 5 - HOURS OF WORK**

#### **SECTION 5.1 HOURS OF WORK**

- A) Employees covered by this agreement shall work a forty (40) hour work week. Work hours may be revised by a supplemental memorandum between the representatives of Management and the representatives of TPPREO. (Such a supplemental was adopted on February 1, 1994, Resolution No. 94-25.)
- B) Torrance City Hall will operate on a 9/80 closed schedule with the following hours of operation: Monday - Thursday, 7:30 a.m. - 5:30 p.m.; alternate Friday, 7:30 a.m. - 5:30 p.m.
- C) 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.

- D) The City will continue to work toward the implementation of a modified work schedule in Departments which do not currently operate under the 9/80 work schedule.
- E) The City has the right to make schedule changes to accommodate workload and may, if necessary, flex employees' hours to accommodate employee or operational need in a particular workweek.

## **SECTION 5.2 LUNCH**

Employees covered by this agreement shall be entitled to a lunch period not to exceed one (1) hour per regular workday or regular work shift subject to Department Rules developed to accommodate a flexible work schedule.

- A) Such lunch periods shall be without pay, and may not be accumulated.
- B) There shall be no restrictions on the employee during said lunch periods unless 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 BREAKS**

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

- A) These rest periods will not be taken at the beginning or end of either half of the regular workday or work shift.
- B) Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.
- C) The provisions of this Section may be modified by a supplemental memorandum of understanding between the representatives of Management and the representatives of TPPREO to effectuate a flexible work hour concept.
- D) Rest periods shall be taken at or near the worksite.
- E) Abuses of the provisions of this Section will result in disciplinary action.

## **ARTICLE 6 – OVERTIME**

### **SECTION 6.1 OVERTIME COMPENSATION**

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

- 1) Employees who are working on a project at the end of the work shift shall first be offered the overtime assignment. If the employee does not accept the offer of overtime then overtime will be offered to the employees in the same classification in accordance with their appointment date to that classification within the Section/Division/Department.
- B) Employees shall be compensated by pay at the rate of one-and-one half times the regular hourly rate of the employee for hours worked in excess of forty hours in one week. (Refer to Department Policy #14 for further information.)

For employees participating in the 9/80 work schedule, employees shall be compensated by pay at a rate of 1½ time the regular hourly rate of the employee for hours worked in excess of a regularly scheduled shift or work week.

- C) An employee, subject to Department Head approval, may select at his/her option to take compensatory time off at time and one-half for overtime worked. Such compensatory time can be accrued to a maximum of 80 hours.

- D) Computation

- 1) Overtime shall be computed for actual time worked except that an employee called-out after regular work hours for emergency work shall be compensated at the regular overtime rate for a minimum of two (2) hours. (Three (3) hours minimum between the hours of 12:00 midnight and 5:00 a.m.)

- E) Overtime Claims for Compensation

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

## **ARTICLE 7 - CONDITIONS OF EMPLOYMENT**

### **SECTION 7.1 PROBATIONARY PERIOD**

- A) For all classifications covered by this Agreement, there shall be a probationary period which shall be one (1) year of service for original, non-promotional appointments and a probationary period of six (6) months of service for all promotional appointments.
- B) An employee's probationary period shall be extended if the employee is absent from the performance of his/her normally assigned duties in excess of ten cumulative working days during his/her probationary period for any leave of absence (except approved vacation), including, but not limited to, industrial injury, extended illness/injury, or light duty. The probationary period will be extended by the amount of time equal to the time absent.

## **SECTION 7.2 SELECTIVE CERTIFICATION**

In the case of eligible open lists for classifications represented by TPPREO, Management may request selective certification based upon current experience with the City. Absolute priority will be given to eligibles with current permanent experience with the City. The appointing authority, subject to notifying the representatives of TPPREO may pass over any such permanent certified employee for just cause subject to the grievance process. Secondary priority shall be given to current temporary experience.

## **SECTION 7.3 INACTIVE STATUS**

Subject to the approval of the employee's Department Head and the City Manager, an employee may request inactive status.

- A) Such a request must be made before the separation of an employee or within thirty days of such termination.
- B) The 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 eligibles for a vacant position in the classification from which he was terminated.
- D) No benefits shall accrue during such inactive status. The employee shall not have continuity of service.

## **SECTION 7.4 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 and to update and revise class specifications.
- B) 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 impact to the incumbent employees.
- C) A permanent incumbent employee in a current classification covered by this agreement will not have wages and/or benefits reduced as a result of the above actions.
- D) The employee group agrees to encourage all members to participate in the class plan revision process. The employee group further agrees to be available as a resource in the City classification plan.

## SECTION 7.5 LAYOFF PROVISIONS

### A) Prerequisite to Layoff:

Whenever in the judgment of the City it becomes necessary in the interests of economy or otherwise for a position(s) to be eliminated, the City Council may abolish any position(s) covered by this agreement and release the employee(s) holding such position(s).

- 1) No permanent employees shall be laid off from a position in any given class covered by this agreement until all temporary and non-promotional probationary employees in that class have first been laid off.

It is the intent of the City to ensure that permanent employees will be the last to be laid off. No permanent employee will be laid off until all similarly employed Federally-subsidized employees in the Department have been laid off.

- 2) This layoff procedure shall be restricted to those employees represented by this agreement and shall have no direct effect or bumping rights on any other employee representation unit, nor shall any other employee representation unit have bumping rights into this unit unless a reciprocal agreement is entered into by both representation units.

### B) Order of Layoff

In a class in which a layoff or reduction is to be made, the order shall be as follows:

- 1) Individuals with satisfactory and above ratings shall be retained over those individuals with two (2) or more below satisfactory ratings within the preceding two (2) years.
- 2) Within the order of layoff as described above, employees shall be released in inverse order of their total seniority in all classes in which the employee had previous permanent appointment during his/her present period of employment.

### C) Bumping Rights:

- 1) To avert being laid off, an employee with no more than one below satisfactory ratings within the preceding two (2) years may use total seniority in all classes covered by this agreement in which the employee had previous permanent appointment during his/her present period of employment. The order of layoff shall then be as described per Section 7.5(B).
- 2) In a class in which a layoff is about to occur, employees, in the order of seniority, shall have the option of:
  - a) Leaving that class to bump into any class/position to which the least senior employee would be entitled; or
  - b) Taking a layoff which otherwise would have affected the least senior employee.
- 3) A bumping employee does not need to have permanent experience in any lower class into which the bump occurs.

D) Layoff Procedure

Management shall:

- 1) First advise the employee organization, and then advise the employees in the affected classes, that on a given date, the department will be required to reduce the number of employees in that class by a specific number. Such notice shall be given as far in advance as possible.
- 2) Post the class seniority list with the foregoing notice.
- 3) No less than three (3) days prior to the effective date of layoff, employees shall request, in writing, that they be allowed to exercise their layoff right as described in 2(b).
- 4) No less than two (2) days prior to the effective date of layoff, employees designated for layoff shall request, in writing, that they be allowed to exercise their bumping rights. Such rights shall be limited to the rights which could be exercised by the least senior person being laid off.
- 5) Human Resources will announce the order in which employees may exercise their foregoing rights.

E) Re-employment:

The names of persons laid off in accordance with the provisions of this agreement shall be entered upon a list in order of their seniority except that employees with two or more below standard ratings in the preceding two years shall be placed at the bottom of the list in seniority order.

- 1) Human Resources shall develop the reemployment list and such list shall be used by the Civil Service Commission when a vacancy for that class or any lower class is to be filled, before certification is made from an eligible list.
- 2) The appointment officer shall reinstate the one highest available on the reemployment list.
- 3) Names shall be carried on such list(s) for a period not to exceed two (2) years from the date of separation from service or until returned to original position in case of downgrade, (whichever occurs soonest). Any three (3) refusals shall result in being dropped from the list(s).
- 4) Should any position involving all or substantially the same duties be reinstated or created within the two (2) year period, the Appointment Officer shall reinstate the one highest available on the reemployment list for the corresponding classification.
- 5) The employee shall not accrue benefits during the time of layoff and, if re-employed, such layoff time shall be deducted in computing total service but shall not serve to interrupt continuous service.

F) Seniority

For purposes of this Section, seniority shall be defined as total and continuous service pursuant to Section 2.8. Where two or more employees have the same anniversary date with the City, seniority shall be decided in the following manner:

- 1) Where such employees were appointed from the same eligibility list, the employee whose name was lower on the list shall be the least senior employee.
- 2) Where such employees were not hired from the same eligibility list, seniority shall be decided by the date of promulgation of the eligibility lists.

G) Layoff from Other Representation Units

In the event of a layoff in a classification not covered by this Agreement, an employee who had previous permanent employment in a classification covered by this Agreement shall have the same rights as employees covered herein; provided, however, that such an employee's seniority shall be based solely upon total service in classifications covered by this Agreement.

## **ARTICLE 8 – GRIEVANCES**

### **SECTION 8.1 DEFINITION**

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 employee's wages, hours, and working conditions.

### **SECTION 8.2 SCOPE**

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

### **SECTION 8.3 PROCEDURE**

A) First Step: Supervisory Level

- 1) The grievance must be presented in writing on a form provided by the City. The first section of the form must be completed fully by the employee or representative. If the form is not complete, it will be returned to the employee. If the grievant fails to set forth with specificity the rule, policy, practice or procedure violated, the facts which support the alleged violation, the time the alleged violation occurred and the remedy sought, the grievance will be rejected and cannot be processed further. The employee(s) and/or the representative(s) must notify the supervisor when an issue is to be processed in accordance with this grievance procedure.
- 2) The aggrieved employee(s) and/or representative(s) shall meet and consult with the employee's immediate supervisor.

- 3) The immediate supervisor may ask for a superior to participate.
  - 4) If a grievance is not resolved by the end of the third full working day, after being received by the immediate supervisor, the employee may within ten (10) working days appeal in writing to the Department Head on a form provided by the City.
  - 5) If a grievance is against a Department Head, the employee shall appeal to the City Manager.
- B) Second Step: Department Head Level
- 1) The aggrieved employee(s) and/or a representative(s) shall meet and consult with the employee's Department Head, or City Manager if grievance is against Department Head.
  - 2) The Department Head may require the employee's superiors to be present at such conference.
  - 3) If the grievance is not resolved by the end of the 5th full working day after being received by the Department Head, the employee may within 10 working days appeal in writing to the City Manager.
- C) Third Step: City Manager Level
- 1) The aggrieved employee(s) and/or a representative(s) shall meet and consult with the City Manager or a designee.
  - 2) The City Manager may require the Department Head to be present at such conference.
  - 3) If the grievance is not resolved satisfactorily by the end of the 5th full working day after being received by the City Manager, the employee may within 10 working days appeal in writing through the City Manager for binding arbitration.
- D) Fourth Step: Arbitration
- 1) As soon as possible, and in no case later than ten (10) working days after receipt of an appeal, the City Manager or a designee shall request a list of seven (7) names from the American Arbitration Association.
  - 2) Representatives of Management and the TPPREO 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. Such decision shall not add to or otherwise modify the language of this Agreement.

## **SECTION 8.4 GENERAL GRIEVANCE PROVISIONS**

- A) All time periods specified in this Section may be extended by mutual consent of the aggrieved employee(s) or his/her representative(s) and the Management representative involved. This extension must be done in writing.
- B) The aggrieved employee(s) and representative(s) shall be allowed reasonable time to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.)
- C) Cost of arbitration shall be equally shared by the parties.
- D) A grievance shall be considered untimely if not presented by the employee within 30 calendar days of the alleged grievance or within 30 days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.
- E) All grievances must be on a form provided by the City.
- F) The grievant is entitled to competent representation of his/her choice.
- G) Employees are assured freedom from reprisal for using this grievance procedure.
- H) An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, shall not in any way be coerced, intimidated or discriminated against. All parties participating in the grievance process shall be required to produce truthful information.
- I) If the City fails to respond within the timelines as set forth above, or in good faith, the grievant may proceed automatically to the next step.
- J) Failure on the part of the grievant or his/her representative to participate in good faith at any point during the grievance process shall render the grievance abandoned.

## **ARTICLE 9 – GENERAL**

### **SECTION 9.1 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

- A) The City and TPPREO support the concept of equal employment opportunity.
- B) Neither the City nor TPPREO shall discriminate on the basis of age, sex, marital status, disability, medical condition, race, color, national origin, religion, sexual orientation, union or non-union affiliation, or political affiliation.
- C) The City and TPPREO agree that they will work to ensure a working environment free of discriminatory harassment.

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

## **SECTION 9.2 JOB ACTION**

- A) TPPREO and its members agree that during the term of this Memorandum of Understanding, there shall be no strike, slowdown, blue flu or other concerted job action.
- B) In the event of an unauthorized job action, the City agrees that there will be no liability on the part of the TPPREO 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 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 has not affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action.

## **SECTION 9.3 DUES CHECKOFF**

TPPREO is authorized to use payroll deductions for collecting employee organization dues and insurance on a monthly basis.

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

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

- A) Negotiations

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

Employees will be provided with release time for the entire period of the negotiation session (including travel time from their worksite) as well as one half (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 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance. The City will provide paid release time to one 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 48 hours in advance, employees are required to complete the Release Time form and submit it at least 48 hours in advance. If such meetings are set with less than 48 hours advance notice, employees are required to complete the Release Time form and submit it as soon as possible.

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

**SECTION 10.2 CONTINUED DISCUSSIONS**

Move-up/Temporary Appointment language

**SECTION 10.3 SHIFT IN REPRESENTATION UNIT**

Any employees assigned to this representation unit by the Employee Relations Committee of the Civil Service Commission shall assume the benefits of this representation unit, with necessary changes to base compensation made accordingly.

**SECTION 10.4 PROFESSIONAL MEMBERSHIP**

In lieu of employee relations leave, employees covered by this agreement shall have their dues paid for approved professional organizations. Such dues shall not exceed \$35.00 per year. Such may be increased if membership is required by the Department Head.

**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 Association to City shall be:

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

Fax: (310) 618-5891

#### B. Notices to Association

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

In January of each year the Association shall provide to the address shown in 12.1(A) above a listing of the officers of the Association. Included in that listing are those officers that are to be noticed per this section. Included shall be the mailing or e-mail address or both to be used for that notice. A 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

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

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

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

- 1) 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

2) The date of receipt or refusal of the concurrently mailed copy of the Notice.

If such Notice is transmitted by mail, such shall be deemed delivered upon actual delivery or refusal to accept delivery, addressed to the party to whom such Notice is to be given at the address set forth above. Any party hereto may change its address or facsimile number for the purpose of receiving Notices as herein provided by a written notice given in the manner as outlined in Section 12.1.B above to the other party or parties hereto. By following the methods as outlined for Notice, it will constitute notice given in accordance with this provision on the date received or refused.


### **SECTION III SEVERABILITY**


If any section, subsection, sentence, clause, or phrase of this 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 11<sup>th</sup> day of February 2025

  
\_\_\_\_\_  
George K. Chen, Mayor of the City of  
Torrance

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

by   
\_\_\_\_\_  
Talia Y. Strader, Assistant City Attorney

ATTEST:  
  
\_\_\_\_\_  
Rebecca Poirier, City Clerk


**TORRANCE CITY COUNCIL RESOLUTION NO. 2025-07**

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES        )     ss  
CITY OF TORRANCE                )

I, Rebecca Poirier, City Clerk of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Torrance at a regular meeting of said Council held on the 11<sup>th</sup> day of February 2025 by the following roll call vote:

AYES:	COUNCILMEMBERS	Gerson, Lewis, Kaji, Kalani, Mattucci, Sheikh, and Mayor Chen
NOES:	COUNCILMEMBERS	None.
ABSTAIN:	COUNCILMEMBERS	None.
ABSENT:	COUNCILMEMBERS	None.

Date: 2/14/25

  
\_\_\_\_\_  
Rebecca Poirier, MMC  
City Clerk of the City of Torrance

## ATTACHMENT A

### 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 credits (vacation, sick leave, compensatory time and/or administrative leave) to another employee when a catastrophic illness or injury occurs. A catastrophic illness or injury is defined as a 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 step children.

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

Donated hours may be used under the following situations:

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

#### **Procedures/Guidelines for Using Catastrophic Leave**

- 1) Leave of Absence paperwork<sup>1</sup> must be submitted to the Human Resources Department. It should include the nature of the illness and the dates the employee expects to be absent. The leave must be approved by the Department Head and the Human Resources Director.
- 2) Verification of illness or injury of the employee or qualifying family member must be provided in writing by the treating physician on the City provided forms
- 3) The employee or representative makes a request for catastrophic leave donations to the employee's department. The City Manager's Office is then notified and advertises the donation request via e-mail.

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

- 4) The period of absence will be determined by the written verification of the employee's or family member's physician and will not be based on the number of hours donated.
- 5) Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's catastrophic illness/injury may use donated time for a maximum of 12 weeks during a rolling one year period, as is allowed by the Family and Medical Leave Act.
- 6) Employees must exhaust all personal leave hours (vacation, sick leave, etc.) prior to using any donated hours.
- 7) Employees will not accrue vacation, sick leave, or service time while using donated hours.
- 8) Donated hours may not be converted to cash ("cashed down").
- 9) The catastrophic leave bank will be closed and no further donations will be accepted under the following conditions:
  - The ill/injured employee returns to work full time, or
  - The 12 weeks of Family Leave have been exhausted, or
  - The ongoing, intermittent treatment program has been completed.

In these cases, any unused donated balances will be returned to the respective donating employees.
- 10) Any subsequent illness after the close of the bank will require a new request and approval.

### **Guidelines for Donating Hours**

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

### **Confidentiality**

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

**ATTACHMENT B**

**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](mailto:Releasetime@TorranceCA.gov) and your immediate Supervisor.

Date: \_\_\_\_\_

Employee: \_\_\_\_\_

Department/Division: \_\_\_\_\_

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).**