

MEMORANDUM OF UNDERSTANDING

TPSA

1985 - 1986

A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS,  
WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY  
THE TORRANCE PROFESSIONAL AND SUPERVISORY ASSOCIATION

An Agreement of the undersigned representatives of the Torrance Professional and Supervisory Association (TPSA) and the representatives of the City of Torrance (City) that:

SECTION I:

The following resolution is recommended to the City Council for adoption in its entirety.

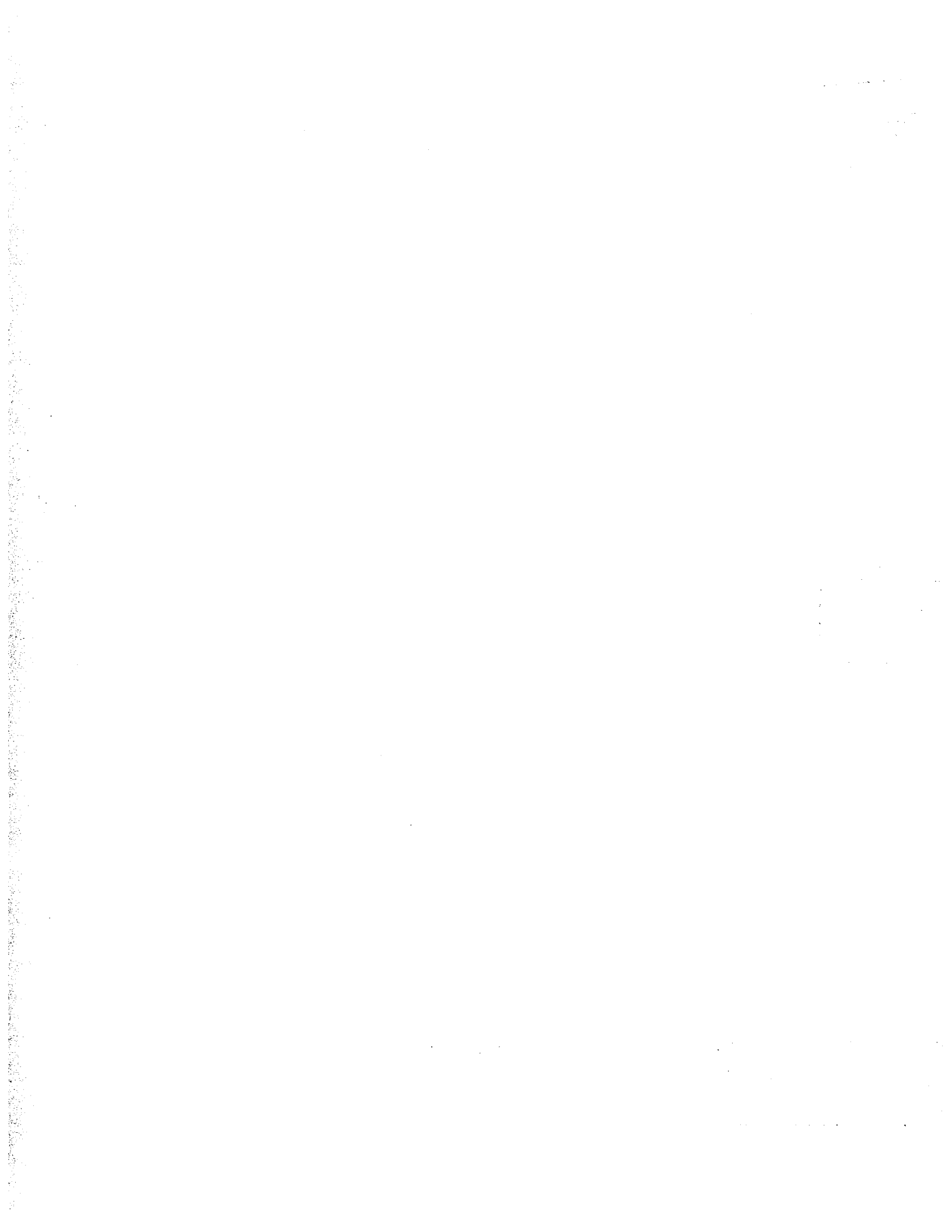
RESOLUTION NO. 85-189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH WAGES, HOURS AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE PROFESSIONAL AND SUPERVISORY ASSOCIATION FOR THE PERIOD FROM JULY 7, 1985 TO JULY 1, 1986.

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

SECTION 1:

The following Agreement between the representatives of Management and the representatives of the Torrance Professional and Supervisory Association is hereby approved in its entirety to read as follows:



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ARTICLE 1 - PREAMBLE

SECTION 1.1 INTRODUCTION

The following is the Agreement regarding hours, wages and working conditions between the City of Torrance and the Torrance Professional and Supervisory 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.

ARTICLE 2 - COMPENSATION PROVISIONS FOR 1985-86

SECTION 2.1 BASE PAY RANGE

a) Starting Pay Rates:

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

b) Step Advancement:

Base pay step advancement within a pay range shall be on the first day of the nearest pay period to the anniversary of each year of service, to the maximum step of the base pay range. Upon recommendation of the Department Head and approval of the City Manager, such step advancement may be accelerated where outstanding performance may justify. (Advancement to the next step following such accelerated advancement shall normally be after 1 year plus the time for early advancement, in the case of base steps, and 2 years plus the time of early advancement for extended steps.)

c) Accelerated Step Advancement:

A Department Head may recommend to the City Manager early advancement of part or all of a basic pay or extended step based on outstanding performance.

Early steps shall be early for the step under consideration only. Receipt of an early step shall not automatically entitle the employee to other early steps. This will not preclude the supervisor from requesting subsequent accelerated steps based on performance.

SECTION 2.2 EXTENDED STEPS

- a) Pay steps beyond the base pay range shall be extended steps for incumbents in the classification of:

Administrative Analyst	Civil Service Analyst
Administrative Specialist	Communications Coordinator
Airport Programs Specialist	Communications Planner
Communications Coordinator	Computer Operations Supervisor
Deputy City Treasurer	Deputy City Clerk
Environmental Quality Officer	Police Records Supervisor
Manpower Programs Specialist	Park Construction Supervisor
Buyer	Senior Park Maintenance Supervisor
Personnel Analyst	Park Maintenance Supervisor
Personnel Specialist	Senior Librarian
	Senior Accountant
Customer Services Supervisor	Records Management Coordinator

- b) Timing

Advancement to the first extended step shall commence on the first day of the first pay period following the first anniversary at top step for the base range. Step advancement to each successive extended step shall begin on the start of the first pay period following the first day of the third year in step. However, the time shall be longer if Section 2.1 b and c apply. Such advancement shall be subject to a performance evaluation average of standard or better during the intervening time. If the performance average is less than standard, the two preceding performance evaluations must be standard or better before step advancement.

- c) Evaluation

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

- d) Conversion from Longevity

An employee who is converting from longevity to this extended step plan shall never receive less than the percentage of longevity pay before conversion.

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

SECTION 2.3 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 pay range for the new position of the lowest step in the range that provides an increase of 5%, whichever is the higher within the specified pay range for the class.

SECTION 2.4 REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for advancement within the pay range, longevity pay, industrial accident leave, long term disability, holidays and vacation, annual leave, shall be based on continuous and total service as a regular employee.

- a) Leaves of absence without pay of 10 working days or less and leaves with pay shall not interrupt continuous service nor be deducted from total service.
- b) Leaves of absence without pay, those days in excess of 10 working days, except for extended military leave, shall be deducted in computing total service but shall not serve to interrupt continuous service.
- c) All unauthorized absences without leave shall be grounds for disciplinary action except where it can be shown that the employee could not respond due to a bona fide emergency (the employee shall still be docked for any time not worked). Any unauthorized leave in excess of 3 consecutive work days shall be grounds for discharge.

SECTION 2.5 METHODS OF COMPENSATION

Compensation shall be earned on an hourly basis.

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

Base pay shall be considered as the regular rate of pay for a particular classification without consideration of any premiums, longevity or extraordinary compensation.

At such time as the City has the capability of paying compensation via electronic fund transfer, the City shall make such a plan available at no cost to the employees covered by this Agreement.

ARTICLE 3 - COMPENSATION

SECTION 3.1 PAY RANGES AND CLASS TITLES

The pay grades described on the following pages hereby assigned to the classifications of the following mid-management employees effective July 7, 1985.

BASE HOURLY PAY RANGE

CLASS TITLE	STEPS:	1(6)	2(7)	3(8)	4(9)	5(10)
<u>CONFIDENTIAL</u>						
Deputy City Treasurer		11.359 13.486	11.927 13.823	12.523	12.836	13.157
Senior Secretary		10.915	11.461	12.034		

PROFESSIONAL

Administrative Analyst	12.418 15.766	13.287 16.160	13.951 16.564	14.649 16.978	15.381
Admin. Specialist	9.735 12.661	10.416 13.294	10.937	11.484	12.058
Airport Prgms Specialist	10.501 14.119	11.026 14.472	11.577 14.834	12.482 15.205	13.459 15.585
Buyer	12.058 15.308	12.902 15.691	13.547 16.083	14.224 16.485	14.935
Civil Service Analyst	12.418 15.766	13.287 16.160	13.951 16.564	14.649 16.978	15.381
Envrmtl Qlty Officer	10.501 14.119	11.026 14.472	11.577 14.834	12.482 15.205	13.459 15.585
Juvenile Diversion Case Worker	9.890	10.385	10.904	11.449	12.021
Juvenile Diversion Coordinator	11.843	12.672	13.306	13.971	14.670
Personnel Analyst	12.418 15.766	13.287 16.160	13.951 16.564	14.649 16.978	15.381
Personnel Specialist	9.735 12.359	10.416 12.668	10.937 12.985	11.484 13.310	12.058

SUPERVISORY

Senior Accountant	13.736 17.440	14.698 17.876	15.433 18.323	16.205 18.781	17.015
Airport Operations and Maintenance Chief	12.706	13.341	14.008		
Asst Street Maintenance Supervisor	13.338	14.004	14.704		
Assistant Tree Maintenance Supervisor	11.596	12.176	12.785		
Assistant Transit Operations Supervisor	11.540	11.985	12.490		
Building Maintenance Supervisor	14.349	15.066	15.819	16.610	17.441
Deputy City Clerk	12.011 14.965	12.612	13.243	13.905	14.600
Communications Coordinator	13.593 16.936	14.273 17.359	14.987 17.793	15.736 18.238	16.523
Communication Planner	14.013 17.368	14.994 17.802	15.744 18.247	16.531	16.944
Custodial Supervisor	11.019	11.570	12.149	12.756	
Customer Services Supervisor	14.082 17.127	14.786 17.555	15.525 17.994	16.301	16.709
Equipment Supervisor	14.486	15.210	15.970	16.769	
Computer Operations	15.414 19.204	16.185 19.684	16.994 20.176	17.844 20.680	18.736



Park Construction Leader <i>Supervisor</i>	12.285 14.586	12.900 14.951	13.544	13.883 14.230
Park Maintenance Supervisor	12.011 14.261	12.612 14.618	13.243	13.574 13.913
Senior Librarian	12.252 14.901	12.865 15.274	13.508 15.655	14.183 14.538
Senior Park Maintenance Supervisor	12.854 15.261	13.497 15.643	14.172	14.526 14.889
Police Records Supervisor	10.621 12.917	11.152 13.240	11.710 13.571	12.295 14.250
Principal Building Inspector	16.779	17.618	18.619	
Records Management Coordinator	9.836 12.254	10.328 12.560	10.844 12.874	11.386 13.196
Traffic & Lighting Supervisor	14.587	15.316	16.082	16.886
Transit Operations Supervisor	13.397	14.067	14.770	15.509
Tree Supervisor	15.066	15.819	16.610	17.441
Water Service Lead Technician Sr.	14.296	15.011	15.386	
Water Service Supervisor	14.786	15.525	16.301	17.116

### SECTION 3.2 LONGEVITY PAY

- a) All employees covered by this Agreement not specified in Section 2.2 shall receive longevity pay in the following manner:
- 1) Commencing with the sixth year of service, 2.5% over and above base pay.
  - 2) Commencing with the eleventh year of service, 5% over and above base pay.
  - 3) Commencing with the sixteenth year, 7.5% over and above base pay.
  - 4) Commencing with the twenty-first year of service, 10% over and above base pay.
- b) Longevity pay advancements shall be effective on the first day of the first pay period following the required years of total service.

### SECTION 3.3 PREMIUM PAY

- a) Employees assigned to work requiring specified duties which require skills and abilities not contemplated in the employee's normal assignment in the areas described in this Section shall receive premium pay only while so assigned. Such premium pay shall be for the hours actually worked in the assignment.

- b) Assignments and reassignments shall be made by the department head subject to the approval of the City Manager according to work load and skills required, and subject to any special provisions specified in this Section for any particular assignment.
- c) Removal of employees from premium pay for disciplinary or reasons of incompetence or abolishing of positions shall be preceded by notice to employee organization representatives with the intent of precluding unfair action.
- d) Designated Assignments:
  - 1) Any Senior Secretary assigned to do ongoing independent administrative assignments to include such tasks as analysis, research, procedures, telephone survey work and budget preparation or control; or who are assigned the responsibility of managing an office clerical staff of 3 or more employees shall receive in addition to base pay up to 7% premium pay while so assigned. Such must be authorized through the budget process.
  - 2) The Senior Secretary in the City Council budget assigned the responsibility of coordinating City Council Committee meetings, plans, and other specialized Council activities shall receive in lieu of 1) above in addition to base pay 12% premium pay while so assigned.
  - 3) The Senior Secretary to the City Manager shall receive in lieu of 1) above 12% premium pay while assigned the duties of managing the office clerical staff and coordinating clerical staff assignments.
  - 4) Any Water Service Supervisor assigned coordinative responsibilities in Water Administration shall be paid a premium of 5% of base pay while so assigned.

SECTION 3.4 EDUCATIONAL INCENTIVE PROGRAM FOR  
PRINCIPAL BUILDING INSPECTOR

The Principal Building Inspector should seek to continue his/her education, improve his/her skills, and keep himself/herself informed of the state of the art of their specific skill area.

To assist in this aim, the following educational incentive program is established effective September 1, 1976:

- a) ICBO Program:
  - 1) Employees hired after July 8, 1976, who have obtained an ICBO certificate in one of the certified areas shall receive 1.5% over base pay as educational incentive premium. Currently employees who select this program shall receive 3%.
  - 2) This shall be increased to 2.25% commencing with the 4th year and 3% commencing with the 7th year of total and continuous service.

- 3) The City will provide the initial \$50 test fee for the ICBO examination out of the training budget in the Personnel Department.
  - 4) This educational incentive pay shall be increased 3/4 of a percent for each additional certificate held by an employee to a maximum of 6%. Each additional certificate must be related to the employee's normal assignments as well as those back-up assignments an employee might reasonably be expected to carry out.
  - 5) Certificate must be maintained by the recertification provisions of the ICBO provided, however, that the department head with the approval of the City Manager may authorize a delay of updating the certificate on the basis of hardship.
  - 6) Failure to maintain a certification will result in a loss of 3/4 of a percent for each year's delay of recertification.
  - 7) If the ICBO certification program is discontinued, the representatives of Management and TPSA shall meet and confer to establish equivalent requirements for an internal certification program.
- b) Unit Program:
- 1) Separate from the ICBO program, an employee may also seek educational incentive pay on the basis of \$8.64 per pay period per 9 units completed in certified programs of Building Inspection technology at a recognized trade school or building-related courses of college level (provided, however, that a C average is attained) or attending building seminars approved by the department head. An AS Degree in Building Inspection Technology will be paid on the basis of \$57.57 per pay period.
  - 2) To maintain this incentive, an employee must complete 3 additional units in building-related courses of college level or trade school with a C average or attend Building seminars approved by the department head each consecutive 3 years.
- c) Employees hired before July 8, 1976, who irrevocably select to participate in this program shall continue to receive longevity pay as follows:
- 1) 1% of base pay commencing with the 8th year of service.
  - 2) 3.5% of base pay commencing with the 12th year of service.
  - 3) 6% of base pay commencing with the 16th year of service.
  - 4) 8.5% of base pay commencing with the 21st year of service.

ARTICLE 4 - BENEFITS

SECTION 4.1 EMPLOYEE INSURANCE

a) Medical and Life Insurance

- 1) The City shall pay \$16.00 per month per employee and eligible annuitants toward medical insurance. The \$16.00 employer contribution can only apply toward the health insurance premium of one of the authorized PERS health insurance plans. If the employee does not participate in the PERS Insurance Plan the \$16.00 cannot be used for any other purpose.
- 2) Active Employees: Effective March 1, 1985, the City shall allocate \$145.51 per month per active employee for the purpose of deducting the payment of the employer's contribution to administrative and contingency fees as required by the PERS Insurance Plan. Permanent part-time employees covered by this Agreement shall receive \$72.26 per month. The payment of this fee is based on the percentage provided by PERS multiplied by the premium selected by the employee.

The remainder may be used by the employee for the balance payment of PERS approved Health Insurance Plan premiums, dental, life insurance or deferred compensation. The employee does not need to participate in the PERS Health Insurance Plan to be eligible to use the allocation for either dental, life insurance, or the City's deferred compensation plan.

- 3) The City of Torrance joined the PERS Health Insurance to allow the Torrance Professional and Supervisory Association to participate in health programs. Both Management and TPSA agreed to join the program so long as it did not impact any of the other bargaining units within the City. In addition, cost to implement the Plan would be absorbed by TPSA. If the PERS Health Insurance Plan significantly alters from the current structure or if the administrative and contingency fees charged by PERS increase above 4% for the annuitant, the City reserves the right to withdraw from the PERS Health Insurance Plan.
- 4) The accumulated savings created by the active employee who does not participate in the PERS Insurance Plan will be reallocated within the Torrance Professional and Supervisory Association Memorandum of Understanding so long as it is for a one time only, non-recurring benefit. The amount shall be computed by crediting the number of employees not participating in the program in a given month multiplied by \$16.00. It will be based on the past year's savings. The amount shall be credited at the time the new salary resolution is adopted each year.
- 5) The City shall continue such health insurance premiums up to the amount as specified in this Section during a legitimate medical leave of absence for a period not to exceed 8 months of any employee covered by this Agreement.

- 6) TPSA shall indemnify and hold the City harmless from any and all claims, demands, suits or any other action from these insurance programs administered by the employee organization or the Employee Insurance Committee or its affiliates.
- 7) Any employee in this representation unit may elect to receive any unused balance of the City's Insurance Contribution as a special premium, paid once each month at the time of the insurance contribution. Such amount shall be reported as earned income for tax purposes, but shall not be deemed as earned income for PERS and Social Security purposes.

The representation unit understands that this benefit will be available only as long as it is authorized by current Internal Revenue Service regulations and as long as the City is not liable for the electing employee's tax liability.

It is the further understanding of the parties that amounts distributed to the employees as wages in this manner shall not be construed as earned income for PERS purposes. Any change in this assumption shall require a payment by the electing employee if both the employee and employer share any such liability from the inception of the program.

Employees wishing to take advantage of this option must sign a card available in the Payroll Division and submit the card to the Payroll Division prior to the normal payroll deadline for that month. This election may be made once each calendar year and is binding until the end of the calendar.

- 8) TPSA employees and Management may, in the course of their distribution of the 1985-86 package, elect to increase the amount of the insurance contribution.

b) Term Life

In addition, these employees shall be covered by a \$5,000 term life insurance policy provided and paid for by the City. In lieu of said policy, these employees may apply an amount equal to the group term life premium to group permanent life insurance premiums under the City plans.

c) Long Term Disability

Employees covered by this Agreement shall be insured by the City for long-term, non-job connected disability. Payments under said plan shall commence on the 31st calendar day after the 1st day of lost time and shall continue for a period of time not to exceed 1 month for each 2 months of service to a maximum of 1 year.

- 1) An employee requesting receipt of such benefits must meet the criteria and must request a medical leave of absence in a connection with a request to receive long-term disability and shall receive no benefits except as specified under subsection a) above.
- 2) Payments under said plan shall be equal to one-half base bi-weekly pay for employees hired on or after October 22, 1978.

- 3) Payments under said plan shall be equal to three-fourths base bi-weekly pay for employees hired before October 22, 1978. Said employees shall be deemed to have completed two years of service.
  - 4) Insurance warrants shall be issued for 28 calendar day periods or portions thereof and shall not entitle the employee to accrual of any other benefits. See Attachment A.
  - 5) The City and the employee group shall continue to discuss and explore a one standard LTD plan for all City employees.
- d) Premium Continuance:

The City will receive and forward to the health insurance carrier premiums of employees who retire after August 17, 1975 or dependents in case of death of the employee. Such payments shall be made only if authorized by the insurance plans and can continue only as long as the insured forwards in a timely manner to the City the necessary premium amount. The City shall not in any way be held responsible if the retiree or dependent fails to forward sufficient funds to pay such premium.

#### SECTION 4.2 RETIREMENT

Employees covered by this Agreement shall be covered by the Public Employees Retirement System (PERS).

- a) Subject to enabling State legislation and agreement of all miscellaneous employee groups, new employees as of August 23, 1981, shall be covered by the highest three years PERS retirement option.
- b) Effective July 10, 1983 the City shall pay 7.0% of the amount paid of the Public Employees Retirement System on behalf of each employee under the Lancaster Plan. These contributions shall at the time of termination belong to the employee.

#### SECTION 4.3 DEFERRED COMPENSATION

- a) Employees covered by this Agreement shall be eligible to participate in a City administered deferred compensation plan, when such a plan is approved by the IRS and the City's payroll system can put it into effect.

#### SECTION 4.4 INDUSTRIAL ACCIDENT

- a) In the event that an employee sustains an injury or illness arising out of and occurring in the course of his employment with the City, the employee shall be entitled to 3 months during the first 2 years of service, 6 months during the 3rd and 4th years of service, and up to 1 calendar year of industrial accident leave for industrial injury at 90% of the 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. (Employees hired before October 22, 1978 shall be deemed to be eligible for up to 1 year of industrial accident leave).

- b) Employees who are on industrial accident leave with pay as a result of an industrial accident shall continue to accrue seniority, and shall receive holidays the same as if they had been present for duty, and accrue vacation and sick leave benefits as if they had been present for duty.
- c) An employee on industrial leave shall be under the direction of the City subject to medical advice and shall be available to the City during normal working hours unless he/she receives specific permission from the City.
- d) Management and the employee organization jointly indicate their concern for the proper use of industrial accident leave. 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 SICK LEAVE**

a) **Basis of Sick Leave:**

- 1) Sick leave is to be considered term insurance granted to each permanent and probationary employee covered by this Agreement.
- 2) Permanent and probationary employees shall be granted sick leave in the following manner:
  - i) Six hours for each month of service (pro-rated on an hourly worked basis) to a maximum of 600 hours accrued sick leave.
  - ii) Any accrued sick leave in excess of 600 hours, as of the first pay period in November, shall be converted into cash payable in December of each year. Payment will be made on the basis of 3/4 hours pay for each hour of unused sick leave. An employee who wishes to defer this amount must submit a written request to the Finance Director no later than December 1.
  - iii) The employee may convert any sick leave granted but unused in excess of 300 hours into cash or deferred income at the rate of 3/4 hours of pay for each hour of unused sick leave in December of each year. Election must be made by completing the appropriate Personnel form prior to December 1. Payment will be made prior to December 15.

b) **Use of Sick Leave:**

- 1) Sick leave shall be used only in case of sickness or disability of the employee or for family sick leave. Misuse of sick leave shall be grounds for disciplinary action.

c) Notification of Sickness:

- 1) To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor in the manner provided in departmental rules and regulations.
- 2) When absence is for more than 3 consecutive working days it must be verified by a written statement, stating the cause of absence, from an attending physician or a personal affidavit, and the employee shall furnish any other proof of sickness reasonably required by the department head or City Manager.

d) Family Sick Leave:

- 1) In case of serious illness of a member of the immediate family, the employee upon proper notice may take up to 3 consecutive work days of sick leave.
- 2) Immediate family for the purpose of this Section shall be defined as: spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, grandparents or grandchildren.
- 3) Such time shall be deducted from the existing sick leave of the employee.

e) Return from Sick Leave:

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

f) Conversion of Sick Leave Insurance:

- 1) At the time of termination, except for disciplinary reasons involving public funds, after the appropriate years of service an employee covered by this Agreement shall have his accumulated sick leave converted by the City into cash or deferred income on the following basis:
  - i) After 1 year of service each hour of accumulated sick leave shall equal 1/4 hours pay;
  - ii) After 7 years of service, each hour of accumulated sick leave shall equal 1/2 hours pay;
  - iii) At retirement, each hour of accumulated sick leave shall equal 3/4 hours pay.
- 2) Accumulated sick leave shall be converted into paid up life insurance on the basis that each hour of accumulated sick leave shall equal 100% of the hourly rate upon the death of an employee covered by this Agreement regardless of years of service, to be paid to the employee's beneficiary.
- 3) The annuity and the provisions of the annuity shall be specified by TPSA subject to consultation with Management.



- 4) Upon retirement or termination, the employee shall have the option to defer the vacation/sick leave payoff into the City's Deferred Income Plan up to the annual limit of deferred savings allowable for that year under Federal Law.

#### SECTION 4.6 HOLIDAYS

a) Holidays:

For the purposes of this Agreement, the following days shall be considered holidays with pay for all classifications except Senior Librarian; the latter half of the last working day prior to New Year's Day, New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the latter half of the last working day prior to Christmas Day, and Christmas Day.

b) Senior Librarian Holidays:

1) For the purposes of this Agreement the following days shall be considered holidays with pay for employees in the classification of Senior Librarian; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the last working day prior to Christmas Day, and Christmas Day.

2) In addition, for those employees in the classification of Senior Librarian, Lincoln's Birthday, Washington's Birthday and Veteran's Day shall be considered holidays; provided, however, such holidays shall be taken on a rotational basis subject to department head approval.

c) Pay for Holidays Worked:

Employees shall receive, in addition to normal pay, pay at the regular daily rate if required to work on any of the holidays expressly named in subsection a) or b)1.

d) Alternative Days Off:

When a holiday occurs on Saturday, the day immediately preceding will be observed as the holiday. When a holiday occurs on Sunday, the day immediately following will be observed as a holiday. If a holiday falls on any other scheduled day off, the employee shall receive, subject to department head approval, another day off.

#### SECTION 4.7 VACATION/ANNUAL LEAVE

a) Vacation: Employees shall earn vacation as follows, effective June 27, 1982:

- 1) The rate of 5 hours per month of employment.
- 2) Commencing with the second year of service at the rate of 6.7 hours per month of employment.
- 3) Commencing with the third year of service, at the rate of 8 hours per month of employment.

- 4) Commencing with the fifth year of service, at the rate of 10.67 working hours per month of employment.
  - 5) Commencing with the tenth year of service, at the rate of 14.02 working hours per month of employment.
  - 6) Commencing with the twenty-first year of service, at the rate of 15.34 hours per month of employment.
  - 7) Commencing with the twenty-fifth year of service, at the rate of 16 hours per month of employment.
- b) Annual Leave: Employees in classification covered by this Agreement shall earn leave as follows effective July 1, 1982:
1. Employees shall earn 1.33 hours of annual leave per month until they reach their 2nd anniversary.
  2. Employees shall earn 2.00 hours of annual leave per month following their 2nd anniversary.
  3. Annual Leave shall be added to vacation.
  4. Employees covered by this agreement shall receive all annual leave benefits entitled to them by Resolution 81-150 through July 1, 1982.
- c) Eligibility:
- Only probationary or permanent employees shall earn vacation and annual leave and only while receiving compensation from or through the City and it shall be prorated on an hourly earned basis.
- d) Scheduling:
- The time of taking vacation or annual leave shall be determined by the employee with the approval of the department head, subject to review by the City Manager. An employee may take vacation only in increments of two hours or more.
- e) Borrowing:
- An employee may borrow up to 40 hours of unearned vacation subject to the approval of his department head.
- f) Maximum Accrual:
- An employee may accrue vacation up to the amount earned over the preceding 36 months, provided, however, that vacation accrued in excess of 160 hours must receive department head approval.
- g) Effect of Holiday:
- When an authorized holiday occurs during a vacation or annual leave period, such days shall not be deducted from earned vacation.

h) Effect of Separation:

Any borrowed vacation or annual 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.

i) Pay for Vacation:

An employee, subject to department head approval, may select either to receive pay or to defer vacation pay up to a maximum of 80 hours per fiscal year (28 days prior notice must be given for such a request); provided, however, that an employee must take at least 80 hours of vacation during that fiscal year.

SECTION 4.8 BEREAVEMENT LEAVE

a) Each employee covered by this Agreement shall be entitled to up to 24 working hours of bereavement leave with pay per fiscal year. Additional leave, of up to 16 working hours may be granted by the department head due to an out-of-state death.

- 1) Such bereavement leave shall apply to a death in the immediate family.
- 2) Immediate family shall have the same meaning as defined for family sick leave.
- 3) Bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused.

SECTION 4.9 COMPASSIONATE LEAVE

a) In the event an employee covered by this Agreement dies, other represented employees may be granted up to 3 hours leave for the purpose of serving as pallbearer or to otherwise attend the funeral.

- 1) The number of employees who are granted this leave at one time shall be at the discretion of the department head, consistent with the need to maintain a minimum work force during that time.
- 2) Compassionate leave shall not be accruable nor shall it have any monetary value if unused.

SECTION 4.10 JURY DUTY

Any employee covered by this Agreement who is duly summoned to attend any court, during the time regularly required for his office or employment, for the purpose of jury service, shall be entitled, while so engaged and actually serving, to regular compensation, provided that he deposits his jury service fees other than mileage reimbursement pursuant to the provisions of Administrative Rules. Provided, however, that such time shall be allowed to an employee only once every 3 calendar years.

ARTICLE 5 - SPECIAL COMPENSATION PROVISIONS

SECTION 5.1 OVERTIME COMPENSATION

a) Rate:

Employees shall be compensated by pay at the rate of 1-1/2 times the regular hourly rate of the employee for hours worked in excess of eight hours in any one work shift or forty hours in any one week.

b) Compensatory Time:

An employee, subject to department head approval, may select to take compensatory time off at time and one-half of overtime worked. Such compensatory time can be accrued to maximum of 60 hours.

c) Computation:

Overtime shall be computed for actual time worked except call out described in Section 5.6.

d) 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.

SECTION 5.2 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 that 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 job, another employee may be assigned by the department head or his 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.
- 3) The department head may permit the position to remain temporarily vacant, if, in his opinion, the public health, welfare and safety are not jeopardized.
- 4) The employee may decline a move up assignment.

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 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 replace him with another move up assignment or leave the position unfilled.

d) No Probationary Period Credit:

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

e) Priority for Move Up Assignments:

- 1) Priority for move up assignments shall first be given to employees in the same department and division regular employed in a lower classification who are among the first 3 employees on the eligible list for the temporarily vacant position.
- 2) The employee with the highest rank of the eligible list shall be selected first for move up assignments but thereafter such assignments may be rotated among others in the department on the eligible list.
- 3) The next priority shall be given to employees in the same department regularly employed in the lower classification who are on the eligible list for the temporarily vacant position.
- 4) In the event that there are no eligibles within the department on the eligible list for the vacant position, the department head or his designee shall give next priority to employees from the last expired eligible list or if no such list exists, to an employee on the basis of seniority in the next lower class whom he certifies is capable of performing the work of the absent employee.
- 5) In unique cases, and on a non-precedent basis, the above provisions for Priority of Move Up may be modified by mutual consent for a particular job situation.

f) Absence of Moved Up Employees:

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

g) Move Up Pay for Vacant Position:

- 1) Except as provided in subsection h), 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 for such assigned position which is higher than the current salary of that employee, to which shall be added earned longevity pay increments.
- 2) For the purpose of this Section, 4 or more consecutive hours shall constitute a day.

h) 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, he shall be paid during all such move up assignment 7-1/2 percent above his salary provided, however, that if the temporary absence of the department head continues in excess of 30 consecutive days, he 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, provided such shall not be less than 7-1/2 percent.

SECTION 5.3 NIGHT SHIFT DIFFERENTIAL

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

SECTION 5.4 SUPERVISORY PAY POLICY

A supervisor shall receive no less than 5% over the base pay of any employee supervised, provided, however, that the base salary of Deputy City Clerk has been adjusted to reflect supervisory responsibility and that therefore this Section shall not be applicable to that class.

SECTION 5.5 MINUTES OF PROCEEDINGS

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 provided that no such payment shall be less than fifteen dollars (\$15.00).

SECTION 5.6 CALL OUT

Supervisors of AFSCME employees who are called out after regular working hours to respond immediately for emergency work shall be compensated at a doubletime rate for the first 2 hours with a guaranteed minimum of 2 hours. Such minimum shall be increased to 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 2 hours will be compensated at the regular overtime rate. This same rate shall apply if any TPSA employee is called out to perform emergency work.

Availability for emergency call out shall be determined by departmental rules and regulations.

In the event of a lack of response to emergency situations, the City shall take whatever steps are necessary to maintain appropriate service levels to the public.

The provisions of this Section shall not apply to supervisors of AFSCME employees in the Transit Division. Such shall also not apply to scheduled holiday works as prescribed under Section 4.6 c), Holidays.

## ARTICLE 6 - WORKING CONDITIONS

### SECTION 6.1 HOURS OF WORK

Employees shall work a forty hour work week.

### SECTION 6.2 LUNCH PERIODS

Employees covered by this Agreement shall be entitled to a lunch period not to exceed one hour per regular work day or regular work shift.

- a) Such lunch periods shall be without pay, as specified under Hours of Work, and may not be accumulated.
- b) The amount of time for lunch period and the procedure for taking a lunch period shall be determined by departmental rules and regulations.

### SECTION 6.3 SELECTIVE CERTIFICATION

In the case of eligible open lists for classifications covered by this Agreement, the City may request selective certification based upon current full time experience with the City. Absolute priority will be given to eligibles with current permanent experience with the City. The appointing authority 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 6.4 INDUSTRIAL SAFETY

#### a) City Driver Physicals:

The City shall provide required medical examinations where the required operators license makes such necessary.

#### b) Safety Shoes:

Employees covered by this Agreement who are required by their department head to wear safety shoes shall be paid the same as for other employees in the Crafts and Trades representation unit. Such an employee is subject to appropriate disciplinary action for failure to wear these safety shoes while on the job.

- c) Where the medical condition of an employee is such that he can no longer safely carry out the duties of his classification, Management and the representatives of mid-management shall jointly seek alternative employment for the employee within the City where possible.

### SECTION 6.5 CLASSIFICATION STUDIES

- a) Management retains the right to conduct and prepare classification studies, however, no classification studies or allocations of incumbents shall be effectuated during the life of this Agreement unless jointly agreed to by management and mid-managers. Management retains the absolute right, however, to reallocate budgeted funds from vacant positions.
- b) The following classifications will be jointly discussed prior to the end of October 1985:

Assistant Transit Operator Supervisor  
Administrative Specialist  
Administrative Analyst  
Environmental Enforcement Officer  
Equipment Supervisor  
Police Records Supervisor  
Senior Secretary

- c) Either party may request a study of a particular position or a series of positions during the life of this Agreement, but in the event, the mid-managers shall be notified prior to the studies.
- d) The City and TPSA jointly will review education and experience requirements of those entrance classifications covered by this Agreement with the intent of assuring that minimum requirements are job related.
- e) The present incumbents shall receive all other benefits provided in this Agreement. No present incumbent shall be in any way effected by the provisions of this Section. The positions may be re-evaluated during the term of this Agreement in a meet and confer session between TPSA and Management if there is a change in assignment.

#### SECTION 6.6 LEAVES OF ABSENCE

##### a) Leave Without Pay

- 1) A leave of absence without pay not to exceed 5 working days may be granted to any employee by the department head.
- 2) A leave of absence without pay for more than 5 working days may be granted to any employee by the City Manager.
- 3) No leave or combination of leaves related to a single injury or illness shall be granted for more than a total of 8 months.
- 4) An employee must have completed his or her original probationary period before being eligible for consideration of a medical leave of absence of more than 30 days.

##### b) Application for Leave of Absence

A request for leave shall be forwarded to the appropriate authority in advance of the beginning date of the leave, upon forms supplied by the City.

##### 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 the employee has exhausted the maximum leave of absence. Where the leave is refused the employee must return to work or be terminated.



d) Holding Position Open

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

e) Medical Examination at Termination of Leave

Upon 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, he will not be returned to work but shall have the right to submit the matter through the Civil Service Commission.

f) Military Leave of Absence

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

g) Return from Military Leave

Any employee returning from military leave shall have all the rights and privileges granted by law, but any employee returning from military leave which has exceeded 90 consecutive calendar days shall not be reinstated to his/her position in the classified service unless he/she:

- 1) Makes a written application therefore to the City within 40 days following his release from the active military service;
- 2) Furnishes the City for their inspection a certificate of termination of services with the Armed Forces, which termination was under honorable condition; and establishes to the reasonable satisfaction of the City that he/she is qualified to perform the duties of such position.

SECTION 6.7 DISCIPLINARY PROVISIONS

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

ARTICLE 7 - GENERAL PROVISIONS

SECTION 7.1 NONDISCRIMINATION, EQUAL OPPORTUNITY, AFFIRMATIVE ACTION, AND SEXUAL HARASSMENT

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

- b) The parties agree to cooperate actively and positively in supporting the concept of affirmative action designed to accomplish equal opportunity for all employees and to seek and achieve the highest potential and productivity in employment situations. The City agrees to provide encouragement, assistance and appropriate training opportunities so that all employees may utilize their abilities to the fullest extent.
- c) The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest potential. The City will implement the redesigning of jobs where feasible and provide on-the-job training and work study programs and other training means.
- d) The provisions of this Agreement shall be applied equally to all employees in the representation units without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, union affiliation, political affiliation, or handicap.
- e) Management and TPSA agree that both parties are responsible for ensuring that the work environment is free of sexual harassment.

SECTION 7.2 MANAGEMENT RIGHTS

Section 14.8.4 of the Torrance Municipal Code is incorporated herewith in its entirety.

ARTICLE 8 - SECURITY PROVISIONS

SECTION 8.1 DUES CHECKOFF

The TPSA is authorized to use payroll deductions for collecting employees organization dues, service fees and insurance on a monthly basis.

ARTICLE 9 - GRIEVANCE

SECTION 9.1 DEFINITION OF GRIEVANCE.

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

SECTION 9.2 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 9.3 PROCEDURE

- a) First Step: Supervisory Level
  - 1) The grievance may be presented orally or if by in writing on forms provided by the City. It is incumbent upon the employee(s) and/or the representative(s) to notify the supervisor when an issue is to be processed in accordance with this grievance procedure.

- 2) The aggrieved employee(s) and/or a representative shall meet with the employee's immediate supervisor.
- 3) The immediate supervisor may ask for a superior to participate.
- 4) If a grievance is not resolved by the end of the third full working day, after being received by the immediate supervisor, the employee may within 10 working days appeal in writing to the department head on a form provided by the City.
- 5) If a grievance is against a department head, the employee shall appeal in writing 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 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 satisfactorily resolved 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: Grievance Board

- 1) As soon as is practicable, and in no case later than 21 days after receipt of an appeal, the City Manager or a designee shall call the parties together for the selection of the grievance board.

- 2) The board shall be made up of 1 TPSA board member chosen by the aggrieved employee, 1 member chosen by the management, and a third who shall be chairman. The third member of the board shall be impartial; and if the parties cannot agree upon a chairman, the chairman shall be selected from a list submitted by the American Arbitration Association or by the State Conciliation Service. If agreement cannot be reached from among these names, each of the parties shall strike names from the list in rotation until only one name remains. Priority in striking shall be decided by the flip of a coin.
- 3) The decision of the board shall be final, but shall not add to or otherwise modify the language of this Agreement.

#### SECTION 9.4 GENERAL GRIEVANCE PROVISIONS

- a) All time periods specified in this Section may be extended by mutual consent of the aggrieved employee(s) or his representative(s) and the Management representative involved.
- b) The aggrieved employee(s) and 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) Cost of arbitration shall be equally shared by the City and TPSA.
- d) A grievance shall be considered untimely if not presented by the employee within 30 calendar days of the alleged grievance.

### ARTICLE 10 - MISCELLANEOUS

#### SECTION 10.1 MANAGEMENT TRAINING

A balance of past training allocations equal to \$4,272.00 shall be made available for use by the Torrance Professional and Supervisory Association for training. This is a one time carry-over. Any unused portion of the amount will continue to be carried over until such funds are depleted.

In addition, the total yearly training allocation shall be \$100.00. Training funds shall be used for group training or as individual training. Individual training grants could be used for short seminars or workshops by professional organizations or for college courses. The TPSA Board shall approve the matching grant up to the economic limit of the available fund, and will be considered on a first come, first served basis.

#### SECTION 10.2 PROBATIONARY PERIOD

There shall be a one year probationary period for all original appointments to the classes covered by this Agreement.

### SECTION 10.3 JOB ACTION

- a) TPSA and its members agree that during the term of this agreement 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 TPSA 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 notified 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 have not 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 10.4 LAYOFF PROVISIONS

#### a) Prerequisite for Layoff

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

- 1) All temporary, seasonal and/or recurrent, and probationary employees have been released from the class.
- 2) If there is a cutback within a specific classification, employees shall be transferred across departmental lines based upon total class seniority.
- 3) Management will meet and consult with the representatives of TPSA over alternative courses of action to avoid such layoff.
- 4) Notice of actual layoff shall be given no less than three (3) working days before the date of implementation. Such shall include:
  - i) Classification where the layoff is to occur;
  - ii) Seniority list by total continuous City seniority of employees in the affected class;
  - iii) List of all current City vacancies in classes represented by TPSA;
  - iv) Separate notice to any employee in the class who has two or more Below Standard ratings within the previous two years.

b) Order of Layoff

In case there are two or more permanent employees in the class from which layoff or reduction is to be made, such employees shall be laid off or reduced according to the last four efficiency ratings on file, as follows:

First: All employees having "Unsatisfactory" ratings;

Second: All employees having "Below Standard" ratings;

Third: All employees having "Standard", "Above Standard", or "Outstanding" ratings.

Employees within each category shall be laid off in inverse order of seniority in the classified service.

c) Ties in Efficiency Ratings and Seniority

In case of a tie affecting two (2) or more employees in the same category who have the same seniority, the employee with the lowest average efficiency rating shall be laid off first. If a tie still exists and said persons were appointed from the same eligible list to the position from which the layoff is to be made, the person whose name was the lower on said eligible list shall be laid off first, but if the appointments were not made from the same eligible list, the person who has the least seniority in the class from which layoff or reduction is made shall be laid off first. If a tie exists in seniority in the position, then that person who was appointed from the later eligible list shall be laid off first.

d) Reduction in Class

The City may make reductions in class and thereby cause layoffs only in the lower classifications.

e) Bumping Rights

- 1) An employee designated for layoff may choose voluntary reduction of class so as to avoid layoff.
- 2) Such voluntary reduction may be to a class of previous standing or to a lower class in the same occupational grouping.
- 3) Any class within the Professional unit may choose voluntary reduction to a Specialist or Administrative Analyst class.
- 4) If the voluntary reduction causes a layoff in the lower class, such layoff shall follow the provisions of this Section.

f) Re-employment List and Restoration

- 1) Re-employment List: The names of persons laid off or rescued in accordance with this Section shall be entered upon a list in the inverse of the order specified in Section 10.4 b), except that persons whose record of employment has not been satisfactory shall be omitted from the re-employment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by every appointing authority when a vacancy arises in the same or lower class of position for which qualified before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available and who was laid off from a position in that department. If no one was laid off from the department in which the appointment is to be made, then the appointing authority shall appoint any one of such persons; if only one, he shall appoint that one.
- 2) Name Removal: Names of persons laid off or reduced in lieu of layoffs shall be carried on a re-employment list for two (2) years, except that the names of persons appointed to permanent positions of the same level as that from which laid off shall, upon such appointment, be removed from the list. Persons reduced or re-employed in a lower class or re-employed on a temporary basis shall be retained on the list for the higher position for two (2) years.
- 3) Restoration to Re-employment List: The name of any person who has been appointed to a permanent position from a re-employment list and who is separated from the service without delinquency or fault on his part, may, at the discretion of the Civil Service Commission, be restored to the re-employment list. This restoration, however, shall not have the effect of extending the time the employee may be carried on the re-employment list beyond the two (2) years from date of original separation.

g) Layoff From Other Representation Units

In the case 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 City service in classifications covered by this Agreement.

SECTION 10.5 SHIFT IN REPRESENTATION

Any employee 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 10.6 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) 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 three (3) open eligibles for a vacant position in the classification from which he was terminated.
- d) All employee benefits shall not accrue during such inactive status and the employee shall have a break in continuous employment.


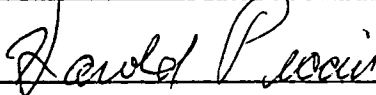
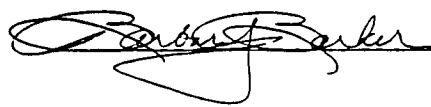
ARTICLE 11 - EFFECTIVE DATES

This Agreement shall be effective from the date of its approval by the City Council and until July 1, 1986 unless superseded by a subsequent Agreement. Such may be extended an additional 30 days with the consent of both parties.

CITY OF TORRANCE  
MANAGEMENT

TORRANCE PROFESSIONAL AND  
SUPERVISORY ASSOCIATION

  
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SECTION 2

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 and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Introduced, approved and adopted this 9th day of July, 1985.

/s/ James R. Armstrong  
MAYOR OF THE CITY OF TORRANCE



ATTEST:

/s/ Donna M. Babb  
City Clerk

APPROVED AS TO FORM:  
STANLEY E. REMELMEYER, City Attorney

By \_\_\_\_\_

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

I, DONNA M. BABB, 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 9th day of July, 1985, by the following roll call vote:

AYES:        COUNCILMEMBERS: Applegate, Geissert, Mock, Nakano,  
Walker, Wirth and Armstrong.

NOES:        COUNCILMEMBERS: None.

ABSENT:     COUNCILMEMBERS: None.

/s/ Donna M. Babb  
City Clerk of the City of Torrance

ATTACHMENT A

CITY OF TORRANCE

Personnel Department

PROCEDURES AND RULES REGARDING  
LONG TERM DISABILITY PLAN

I. PURPOSE

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

II. DEFINITIONS

1. "Injury" means bodily injury caused by a non-industrial accident occurring while the employee is employed by the City.
2. "Sickness" means non-industrial sickness or disease causing loss of employment while the individual is employed by the City.
3. "Total Disability" means the substantial inability or physical incapacity of the employee to engage in his/her regular occupation or an occupation of similar compensation as the result of non-industrial sickness or injury.
4. "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 Disability:

If an injury or sickness results in continuous total disability of the employee while covered hereunder, and requires "regular care and attendance", the City will pay to the employee 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 disabled to the normal expiration of benefits);
- d) The date the employee ceases to be totally disabled.
- e) The date specified in a settlement agreement between the employee and the City.

2. Recurrent Disability:

- a) If, following a period of disability due to sickness or injury, for which the Monthly Benefit was payable under the program, the employee shall resume duties of his or her regular occupation for a continuous period of one year or more, any subsequent disability resulting from or contributed to by the same cause or causes shall be considered as a new period of disability.
  - 1) The employee 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.
  - b) If the injured employee resumes the duties of his/her regular occupation for less than a one year period of time, the following shall apply:
    - 1) A subsequent disability resulting from the same cause shall be considered a continuation of the original incident. The employee shall be eligible for the length of time specified in the Long-Term Disability Benefit section of the Memorandum of Understanding 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 any other employer;
  - c) Workers' Compensation or any similar law;
  - d) Any total disability and total and permanent disability provisions of any insurance policy; and
  - e) Unemployment insurance.

V. TERMINATION OF COVERAGE

1. The coverage of any employee shall terminate on the earliest of the following dates:
  - a) The date the program is terminated by mutual agreement of the employee group 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 Memorandum of Understanding.
  - 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.

\*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 of the injury/illness was sustained.

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 in consequence of having participated in the committing of a felony.