

## RESOLUTION NO. 2024-65

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, SETTING FORTH WAGES, HOURS AND WORKING CONDITIONS FOR POLICE SAFETY MANAGEMENT EMPLOYEES EFFECTIVE FEBRUARY 11, 2024 AND REPEALING RESOLUTION NO.2019-82.

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

#### **SECTION I**

That Resolution No. 2019-82 is hereby repealed in its entirety.

#### **SECTION II**

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

### **POLICE SAFETY MANAGEMENT EMPLOYEES**

#### **ARTICLE 1 - COMPENSATION PROVISIONS**

#### **SECTION 1.1 SAFETY MANAGEMENT BASE PAY RANGE**

##### **A. Starting Pay Rates:**

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

##### **B. Step Advancement:**

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

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

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

**SECTION 1.3 POLICE SAFETY MANAGEMENT REQUIREMENTS AS TO CONTINUITY OF SERVICE**

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

- A. Leaves of absence without pay of ten (10) working days or less and leaves with pay shall not interrupt continuous service nor be deducted from total service.
- B. Leaves of absence without pay in excess of ten (10) working days, except for extended military leave, shall be deducted in computing total service but shall not serve to interrupt continuous service.
- C. All unauthorized absences without leave shall be grounds for disciplinary action except where it can be shown that the employee could not respond due to a bona fide emergency. Any unauthorized leave in excess of three consecutive workdays shall be grounds for discharge.

**SECTION 1.4 POLICE SAFETY MANAGEMENT METHODS OF COMPENSATION**

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

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

**ARTICLE 2 - COMPENSATION**

**SECTION 2.1 POLICE SAFETY MANAGEMENT PAY RANGES AND CLASS TITLES**

- A. The following pay grades are hereby assigned to the classification of Police Captain as follows:

**BASE MONTHLY PAY GRIDS**

*Effective February 11, 2024*

Classification	Basis	Step 1	Step 2
Police Captain	Monthly	20,536.53	21,564.40

**BASE MONTHLY PAY GRIDS**

*Effective December 1, 2024*

Classification	Basis	Step 1	Step 2
Police Captain	Monthly	21,358.13	22,425.87

**SECTION 2.2 POLICE SAFETY MANAGEMENT VEHICLE ALLOWANCE**

Effective August 11, 2024 the value of this allowance was eliminated and a city issued vehicle is available to Police Captains.

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

Effective February 11, 2024 the value of this premium was eliminated and is included in the base pay ranges in Section 2.1.

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

Effective February 11, 2024 the value of this premium was eliminated and is included in the base pay ranges in Section 2.1.

**SECTION 2.5 POLICE SAFETY MANAGEMENT LONGEVITY PREMIUM**

Effective February 11, 2024, commencing with the twenty-fifth year of service, employees shall receive a 5% longevity premium above base pay.

**SECTION 2.6 EDUCATION INCENTIVE PREMIUM**

Effective February 11, 2024 the value of this premium was eliminated and is included in the base pay ranges in Section 2.1.

**ARTICLE 3 - BENEFITS**

**SECTION 3.1 POLICE SAFETY MANAGEMENT EMPLOYEE INSURANCE**

**A. Cost of Medical Insurance for Active Employees:**

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

**Effective January 1, 2024**

	<b>1 Party</b>	<b>2 Party</b>	<b>Family</b>
City Contribution	\$604.36 per month	\$1,266.52 per month	\$1,587.20 per month

On the pay period including October 1, 2024 the City shall issue a one-time payment, for those currently eligible and receiving health insurance benefits as of August 1, 2024, in the following amounts based on enrollment tier: 1 party: \$968.16; 2 party: \$2,017.80; Family: \$2,392.56.

**Effective January 1, 2025**

	<b>1 Party</b>	<b>2 Party</b>	<b>Family</b>
City Contribution	\$685.04 per month	\$1,434.67 per month	\$1,786.58 per month

**B. Cash-In-Lieu Payments**

1. Full-time employees covered under this Resolution who meet the following requirements will receive a cash-in-lieu payment of \$500 per month for as long as the employee opts out of medical coverage:
  - a. 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 which the employee opts-out of City-offered coverage ("alternative required coverage").

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.

- b. The employee must provide reasonable evidence of the MEC for the applicable period by signing and submitting an attestation to the City.
- c. The employee must provide such reasonable evidence and attestation of alternative coverage every plan year during open enrollment.

C. Long Term Disability Insurance / Employee Assistance Program

The City shall contribute \$10 per month per employee for long-term disability insurance premium payments. The City will also provide Employee Assistance Program.

D. Retiree Insurance

The City shall pay the PERS mandated minimum employer health contribution per month per retiree who elects to participate in the PERS health insurance program toward medical insurance. The employer contribution will apply only toward the health insurance premium of one of the authorized PERS health insurance plans. The PERS mandated minimum employer health contribution amount changes annually as directed by CALPERS.

E. Life Insurance

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

F. Dental Insurance

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

G. Vision Insurance

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

H. Medical Rechecks for Police Safety Management

City-administered medical rechecks will be offered every two years for employees covered by the provisions of this resolution over 35 years of age.

## SECTION 3.2 POLICE SAFETY MANAGEMENT RETIREMENT

### A. PERS Retirement Benefit

Employees shall be covered by the California Public Employees' Retirement System as detailed below inclusive of the highest year retirement option (Section 20042 of the California Government Code); the provisions of the Public Employees' Retirement System relating to the length of military service (Section 21024 of the California Government Code), and the disability retirement Section 21430 of the California Government Code relating to industrial disability retirement.

1. Police Safety Management shall be covered by the 3% at age 50 PERS Benefit Plan provided as follows:
  - a. Effective June 30, 2002, Police Captains are covered by the 3% at 50 Plan under PERS.
  - b. The City shall participate in the 1959 Level 4 Survivor's Benefit and Option 2 Death Benefit.

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

Safety employees hired on or January 1, 2012 shall pay the 9% Employer Paid Member Contribution (EPMC). Employees 9% paid by employees will not be reported to PERS as compensation.

- C. In accordance with the provisions of the 2013 Public Employees Pension Reform Act (PEPRA), employees covered by this resolution 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 2.7% at age 57 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.

### D. Police Safety Management Retiree Stipend

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

1. All retirees who retired prior to June 25, 1995 with a minimum of ten years of service as a sworn officer with the City of Torrance shall qualify for the stipend plan. A list of the agreed-upon qualified retirees to receive the stipend through payments made by TPOA is detailed on the Retirees List Schedule. (To be eligible for this stipend, a retiree had to be receiving a benefit from TPOA's Welfare and Benefit Fund as of July 1, 1997.) The funding criteria and vesting plan used in calculating the amounts in the Retirees List Schedule is described in (a) and (b) below. Surviving spouses shall continue to receive the stipend as indicated on the Retirees List Schedule.
  - a. Vesting will be at 5% of maximum benefit per year of service. (Example: Ten years of service as a sworn safety officer with the City of Torrance = 50% of maximum benefit; 15 years of service as a sworn safety officer with the City of Torrance = 75% of maximum benefit; and 100% maximum benefit = 20 years of service or greater as a sworn safety officer with the City of Torrance).

## Maximum Benefit

For employees who retired prior to July 30, 1989, maximum benefit will be \$100 per month. For employees who retired between July 30, 1989 and June 25, 1995, maximum benefit will be \$150 per month.

2. a. All employees who retire after June 25, 1995, with 20 years of service as a sworn safety officer with the City of Torrance and who have reached age 50, shall qualify to receive through TPOA \$332.62 per month until he or she reaches age 65. All future surviving spouses of such retirees shall receive a stipend of \$150.00 per month. Upon reaching age 65, all retirees and surviving spouses of such retirees shall receive a stipend of \$134 per month.
- b. The City will contribute annually the 2.5% cost factor for retiree health, in addition to the amounts provided in sections 1(b) and 2(a) above. The annual amount payable will increase by the same base pay percentage increase for unit employees. For the term of this contract, the annual amount payable is:
  - July 1, 2024: \$42,581
  - July 1, 2025: \$44,284

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

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

The additional 0.5% added to the stipend in 2009 (which is funded by current employees giving up a 0.5% salary increase) is intended to cover the cost of making the benefit a lifetime benefit and to expand the pool of eligible retirees in the future. Accordingly, retirees who retire after February 24, 2009 with 15 years of service as a sworn safety officer with the City of Torrance and who has reached age 50 in the 12 months prior to July 1 distribution shall receive 75% of what the retirees that have 20 years of service receive, until he or she passes away in the 12 months prior to July 1 distribution.

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

## 3. Associate Members

- a. The associate members of TPOA have their own associations. Therefore, this additional stipend is payable to the associate members as long as their associations continue to contribute their contracted percent cost to TPOA for the stipend program.

4. Method of Payment

- a. TPOA will invoice the City at the end of each fiscal quarter an amount equal to the stipend agreed to in Section 3.2(D)(1 and 2) above.
- b. Required administration fees and contingency reserve funds to be deducted from retiree's stipend.

5. Indemnification:

TPOA shall defend, indemnify and save the City harmless from any and all claims, demands, suits or any other action arising from the stipend program administered by the employee organization, or its affiliates not caused by the City's negligence.

6. In the event the Association desires or for any other reason the Stipend program is discontinued, the 2.5% being used to fund the stipend shall be added to base pay for all unit members.

**SECTION 3.3 POLICE SAFETY MANAGEMENT SICK LEAVE**

A. Sick Leave Use

An employee may use sick leave to care for themselves or family members in accordance with the California Family Rights Act. 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

Permanent and probationary employees shall be granted sick leave accruals totaling 8 hours per month to a maximum of 800 hours.

C. Notification of Sickness

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

D. Family Sick Leave

1. In case of serious illness of a member of the immediate family, the employee, upon proper notice, may take up to three (3) consecutive workdays of sick leave.
2. Immediate family for the purpose of this section shall be defined as: spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchildren, 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 Police Chief to report for examination by the City medical examiner to determine fitness for duty.

F. Conversion of Sick Leave

1. Any accrued sick leave in excess of eight hundred (800) hours, as of the first pay period in November, shall be converted into cash payable on the first pay date in January of each year. Payment will be made on the basis of one hour's pay for each hour of unused sick leave. An employee who wishes to defer this amount must submit a written request to the Finance Department's Payroll Division no later than December 15.
2. The employee may convert any sick leave granted but unused in excess of three hundred (300) hours into cash or deferred income at the rate of one hour's pay for each hour of unused sick leave. Requests must be submitted to the Finance Department's Payroll Division on or before the 5<sup>th</sup> of February, May, August, and/or November of each year. Payment shall be made no later than the last pay period of the months named.
3. At the time of retirement or separation, the provisions of Section 3.9.D (RHSP) shall apply.

**SECTION 3.4 POLICE SAFETY MANAGEMENT INDUSTRIAL ACCIDENT**

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



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

Holidays are covered as follows for all employees:

- A. Holidays shall be paid at the rate of time and one-half.
- B. A holiday shall be construed at eight (8) hours.
- C. There shall be 12 such holidays per year as follows:
  - New Year's Day
  - Lincoln's Birthday
  - Washington's Birthday
  - Memorial Day
  - 4th of July
  - Labor Day
  - California Admissions Day
  - Columbus Day
  - Veteran's Day
  - Thanksgiving Day
  - The day after Thanksgiving
  - Christmas Day
- D. Such shall be deemed as compensation for retirement purposes.

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

- A. Employees shall earn vacation as follows:
  - 1. Commencing with employment at the rate of five (5) working hours per month of service.
  - 2. Commencing with the 2<sup>nd</sup> year of service, at the rate of six (6) working hours per month of service.
  - 3. Commencing with the 3<sup>rd</sup> year of service, at the rate of seven (7) working hours per month of service.
  - 4. Commencing with the 5<sup>th</sup> year of service, at the rate of eight (8) working hours per month of service.
  - 5. Commencing with the 6<sup>th</sup> year of service, at the rate of 10.67 working hours per month of service.
  - 6. Commencing with the 10<sup>th</sup> year of service, at the rate of 16.02 working hours per month of service.
  - 7. Commencing with the 15<sup>th</sup> year of service, at the rate of 17.34 working hours per month of service.
  - 8. Commencing with the 21<sup>st</sup> year of service, at the rate of 19.34 working hours per month of service.
- B. Eligibility:

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

The time of taking vacation shall be determined by the employee, with the approval of the Police Chief and subject to review by the City Manager.
- D. Borrowing:

An employee may borrow up to forty (40) hours of unearned vacation subject to the approval of the Chief of Police.

E. Maximum Accrual:

Employees shall earn accruals subject to the below limits:

1. Employees in Police Safety Management before January 1, 2024 shall have no accrual limit.
2. Employees in Police Safety Management on or after January 1, 2024 shall have a limit of 500 hours. Any accrued vacation leave in excess of five hundred (500) hours, as of the first pay period in November, shall be converted into cash payable on the first pay date in January of each year. Payment will be made on the basis of one hour's 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 December 15.

F. Effect of Holidays:

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

G. Effect of Separation:

1. Vacation Borrowed  
Any borrowed vacation owed by a terminating employee shall be deducted from the employee's final pay.
2. Vacation Not Taken  
At the time of retirement or separation, Section 3.9.D (RHSP) shall apply. Any vacation owed to a terminating employee shall be added to the employee's final pay. In the case of retirement, the employee may choose to use said vacation or cash it in. If added to final pay, it shall include projected hours earned.

H. Pay for Vacation

An employee, subject to Chief of Police approval, may select to receive pay in lieu of a specified amount of vacation each fiscal year (28 days prior notice must be given for such a request). Such may be taken in deferred compensation in the 457 plan.

**SECTION 3.7 POLICE SAFETY MANAGEMENT BEREAVEMENT LEAVE**

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

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

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

Any employee who is duly summoned to attend any court, during the time regularly required for their office or employment, for the purpose of jury service shall be entitled, while so engaged and actually serving, to their regular compensation, provided that he/she deposits the daily jury service fees pursuant to the provisions of Administrative Rules.

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

All employees covered by this resolution shall be eligible to participate in a City administered deferred compensation plan consisting of a 457 and 401 (a) deferred compensation plan. Plan documents are on file in the City Treasurer's Office. The plans are subject to the Federal law and applicable regulations. If any laws are changed regarding the employer's contribution to the deferred compensation plans, the moneys contributed by the employer to the deferred compensation program shall revert to another mutually acceptable benefit of equal value.

#### **B. 457 Plan**

1. A 457 plan is available for all employees.
2. Employee contributions to this plan can include voluntary deductions from pay and cash received from accrued vacation and sick leave cash out as described in Sections 3.3 and 3.6. In no case can employee or employer contributions exceed the limits set by law.

#### **C. 401(a) Plan**

1. A 401(a) plan is available and mandatory for all employees.
2. Employee contributions to this plan are not voluntary. In no case can employee or employer contributions exceed the limits set by law.

#### **D. Retirement Health Savings Plan (RHSP)**

1. For retiring and separating employees the following shall apply:
  - a. Upon retirement or separation, any hours under or equal to 800 (sick) and 1,200 (vacation) will be deposited into the Mission Square VantageCare Retirement Health Savings Program, therein referred to as the RHSP Plan.
  - b. After satisfying Section 3.9.D.1.a, the remaining balance up to limits allowed by law shall be disbursed into the City's 401(a) plan. Any amount exceeding legal limits shall be paid out to the employee.

### **SECTION 3.10 INDUSTRIAL DISABILITY RETIREMENT**

- A. Employees hired prior to January 1, 2014 are covered under the California Public Employees' Retirement System (CalPERS) for the 50% to 90% maximum industrial disability retirement.
- B. Employees hired after January 1, 2014 are covered under the California Public Employees' Retirement System (CalPERS) for the 50% maximum industrial disability retirement.

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

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

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

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

- A. The City shall make available \$750 per fiscal year for each employee for the following eligible expenses:
1. Employee related medical expense such as medical examination and treatment, optical, dental or prescription drugs, or family counseling for the employee or employee's dependent.
  2. Tuition or training reimbursement.
  3. Acquisition of City-compatible computer hardware, software or peripheral equipment including cell phone data plans.
- B. Any reimbursement balance remaining from the previous fiscal year shall be carried forward to the following fiscal year, for a maximum of two years. Any expense remaining from the previous fiscal year (not reimbursed since over the allotted amount) shall be carried forward for a maximum of three years.
- C. In the event an employee is hired or promoted within a fiscal year, they will be entitled to the full allocation if the hire/promotion date falls between July 1 and December 31. The employee is eligible for half of the annual allocation if hired/promoted between January 1 and March 31. Between April 1 and June 30, the employee will not be eligible for any reimbursement in that current fiscal year.


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

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

**SECTION III SEVERABILITY**

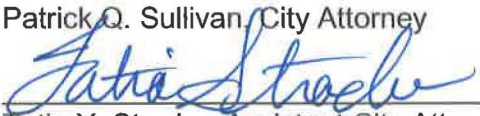
If any section, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**INTRODUCED, APPROVED, and ADOPTED** this 10th day of September, 2024.

  
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Mayor George K. Chen

APPROVED AS TO FORM:

Patrick Q. Sullivan, City Attorney

  
\_\_\_\_\_  
Tatia Y. Strader, Assistant City Attorney

ATTEST:

  
\_\_\_\_\_  
Rebecca Poirier, MMC, City Clerk

**TORRANCE CITY COUNCIL RESOLUTION NO. 2024-65**

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 10<sup>th</sup> day of September 2024 by the following vote:


AYES:        COUNCILMEMBERS        Gerson, Kaji, Kalani, Lewis, Mattucci, Sheikh, and Mayor Chen.

NOES:        COUNCILMEMBERS        None.

ABSTAIN:    COUNCILMEMBERS        None.

ABSENT:     COUNCILMEMBERS        None.

Date:           9/26/24          

  
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Rebecca Poirier, MMC  
City Clerk of the City of Torrance

## CATASTROPHIC LEAVE PROGRAM

### Purpose

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

### Policy

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

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

Donated hours may be used under the following situations:

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

### Procedures / Guidelines for Using Catastrophic Leave

1. Leave of absence paperwork<sup>1</sup> must be submitted to the Human Resources Department. It should include the nature of the illness and the dates the employee expects to be absent. The leave must be approved by the Chief of Police and the Human Resources Administrator.
2. Verification of illness or injury of the employee or qualifying family member must be provided in writing by the treating physician on the City provided forms.
3. The employee or representative makes a request for catastrophic leave donations to the employee's department. The City Manager's Office is then notified and advertises the donation request via e-mail.
4. The period of absence will be determined by the written verification of the employee's or family member's physician and will not be based on the number of hours donated.

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

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

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

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

#### **Procedures / Guidelines for Donating Hours**

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

#### **Confidentiality**

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