

RESOLUTION NO. 2024-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EXECUTIVE AND MANAGEMENT EMPLOYEES EFFECTIVE SEPTEMBER 8, 2024, AND REPEALING RESOLUTION NO. 2024-18.

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

SECTION II

That Resolution No. **2024-18** is repealed in its entirety.

SECTION II

The following compensation procedure for Executive and Management Employees is hereby approved in its entirety to read as follows:

EXECUTIVE AND MANAGEMENT EMPLOYEES

ARTICLE 1 - COMPENSATION PROVISIONS

SECTION 1.1 MERIT PAY PHILOSOPHY

A. The merit pay philosophy for the City of Torrance Executives and Managers is to:

1. Attract, retain and motivate qualified employees to foster the attainment of initiatives in support of the City's mission and the directives of the City Manager and City Council.
2. Establish compensation policies to reward productivity and encourage effective resource utilization.
3. Structure a compensation plan that is internally equitable and reflects the salary practices of similar public agencies.
4. Plan, implement and control all compensation expenditures through appropriate budgetary control established at the Department and the City Manager level.
5. Provide for annual employee performance appraisals to assess management effectiveness in meeting established goals and objectives and to set future goals and objectives.

SECTION 1.2 SALARY METHODOLOGY

A. The City's Merit Pay Range is established under the following principles and practices:

1. The City's Merit Pay Plan will be implemented using a salary range consisting of three main points: an entry point, a reference point, and a maximum.
2. Every four years (i.e. 2022, 2026, etc.), by March 31, a salary survey of comparable agencies shall be conducted to re-establish the reference point. The reference point shall be set at the median of the survey results.
3. The entry point shall be set 20 percent below the reference point (reference divided by 1.2). This entry point remains static until the next salary survey is completed and adopted. If an employee, based on the latest salary survey and new entry point, will fall below this pay rate a pay adjustment shall immediately be made outside of any established merit pay funding to ensure compliance with CalPERS reporting requirements.
4. The maximum point is set 15 percent above the reference point (reference point multiplied by 1.15). There shall be a potential for an extended pay adjustment up to 15% beyond the reference point for a performance rating of Meets or Exceeds Expectations.
5. The reference point and maximum point shall be adjusted annually to the nearest tenth of a percent using the May-to-May Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for Los Angeles, Riverside, Orange County, California.

SECTION 1.3 METHODS OF COMPENSATION

Compensation shall be determined 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.

An employee, may, with the approval of the City Manager (or if appropriate the City Attorney, City Clerk, or City Treasurer), enter into a written agreement with the City for a long-term modified work schedule (such as half-time), with a commensurate reduction in salary and benefits as outlined in Section 3.14.

SECTION 1.4 NEW HIRES/PROMOTIONS

- A. The normal hiring point shall be the entry point of the position range. However, other factors such as market necessity and/or education, and experience of the applicant may require hiring the applicant at a higher rate.
- B. Newly hired employees covered by this resolution, with a recommendation from their Department Head and approval from the City Manager, may apply their years of continuous public-sector experience to the Vacation Earnings Rate Structure defined in Section 3.9 and/or be allocated starting vacation leave and/or sick leave accrual balances equal to up to one year's of accrual based on prior public-sector experience upon hire (utilizing the formulas in Section 3.4.C and 3.9.A.1).
- C. Should a new hire or promotion trigger an internal pay equity concern, the provisions under Section 1.6.B may be utilized to address it.

D. Positions under the City Manager

1. The City Manager may appoint a Department Head or management employee reporting to them above the entry point, though no higher than reference point unless City Council approves such rate.
2. A Department head may recommend to the City Manager that an applicant be hired above the entry point, though no higher than reference point unless City Council approves such rate.
 - a. Notwithstanding the above, an internal promotion may be placed above the reference point to ensure that a five percent increase in total pay is granted, up to the maximum range of the classification.
3. The City Manager may, during the first year of employment or promotion, recognize meritorious work with a special wage adjustment(s) up to a maximum of 10% outside of the interim or annual merit pool subject to budget availability as determined by the City Manager.

E. Positions under the City Attorney

1. The City Attorney shall make the appointment and establish the pay point for Legal Counselor I, Legal Counselor II, Legal Counselor III, and Law Office Administrator. An applicant may be hired above the entry point, though no higher than reference point unless City Council approves such rate.
 - a. Notwithstanding the above, an internal promotion may be placed above the reference point to ensure that a five percent increase in total pay is granted, up to the maximum range of the classification.
2. The City Attorney shall seek Council approval for the appointment of the position of Assistant City Attorney, Deputy City Attorney I, Deputy City Attorney II, and Deputy City Attorney III consistent with Torrance City Charter Article 10.
3. The City Attorney may, during the first year of employment or promotion, recognize meritorious work with a special wage adjustment(s) up to a maximum of 10% outside of the Interim or annual merit pool subject to budget availability as determined by the City Manager.

F. Positions under the City Clerk and City Treasurer

1. The City Clerk and City Treasurer may appoint their respective deputies within the pay range at their discretion and inform the City Manager. An applicant may be hired above the entry point, though no higher than reference point unless City Council approves such rate.
 - a. Notwithstanding the above, an internal promotion may be placed above the reference point to ensure that a five percent increase in total pay is granted, up to the maximum range of the classification.
2. The City Clerk and City Treasurer may, during the first year of employment or promotion, recognize meritorious work with a special wage adjustment(s) up to a maximum of 10% outside of the interim or annual merit pool subject to budget availability as determined by the City Manager.

SECTION 1.5 GOAL AND OBJECTIVE SETTING PROCESS

- A. The goal and objective setting process is a key factor of the Merit Pay Plan. Goals and objectives must reflect the direction of the City, be understood by the employee, reasonably attainable and measurable. To facilitate the mutual setting of goals, the employee and the rater shall use the following approach:
 1. Executive staff covered by this Resolution shall review with the City Manager in broad terms the goals and objectives that are being proposed for his/her managers prior to meeting with their managers. This review shall be in conjunction with the setting of department goals and objects and development of the budget work plan.
 2. The employee should be given a minimum of two weeks' notice of the pending performance review.
 3. During this time period, both the employee and the rater shall independently set future goals and objectives that fit the department and the City's strategic goals, and assess accomplishments set at the prior performance review.
 4. During the performance review, goals and objectives are arrived at for the new fiscal year, and a review of prior year accomplishments completed.
 5. Executive staff covered by this Resolution shall forward the manager performance reviews to the City Manager with the recommended pay adjustment for review with the City Manager during his/her performance review. The City Manager, or their designee, shall approve all merit pay adjustments.
 6. Assessment of achieving established goals and objectives is a year-round process. Attainment of goals and objectives shall be discussed with the employee from time to time during the year to review mitigating circumstances to established goals, provide for reprioritization if needed, or to refocus direction of the employee due to changed circumstances.

SECTION 1.6 MERIT INCREASES AND PROGRESSION WITHIN THE PAY RANGE

Merit Pay increases shall be implemented based on the follow evaluation outcomes utilizing the below Merit Pay Matrix:

Employee's Overall	Merit Pay Range Rating
Fails to Meet Expectations	0%
Partially Meets Expectations	0% - EGI less 0.5%
Meets Expectations	EGI plus up to 3%
Exceeds Expectations	EGI plus up to X% less than or equal to 10%

Note: EGI refers to Employee General Increase. This rate is set by City Council each time a Merit Pay raise pool is established.

1. Annual Merit Pool and Pay Increases

1. The Employee General Increase (EGI) shall be determined annually by the City Council for executive and management employees derived from employee MOU increases, plus 2%.
2. Employees are eligible for merit pay increases, in accordance with the methods outlined in this section, when the goal setting and evaluation process is complete and the EGI and the annual merit pool is approved by City Council.
3. The Annual Merit pool shall be established utilizing the approved EGI plus 2% applied to the base pay rates of all current (active and leave of absence; excluding vacant positions) employees effective when implementing the merit pay adjustments.
4. The Annual Merit pool will be broken down as follows:
 - a. City Manager Department Annual Merit Pool: executive employees and management employees reporting to the City Manager
 - b. Department Annual Merit Pools: each department head will be provided a merit pool to allocate merit pay adjustments subject to City Manager (or designee) approval
 - i. In the event a department head position is vacant, the allocation of this merit pool shall be at the discretion of the City Manager, or their designee.
 - c. City Attorney Department Annual Merit Pool: all management employees reporting to the City Attorney
 - d. City Clerk Department Annual Merit Pool: all management employees reporting to the City Clerk
 - e. City Treasurer Department Annual Merit Pool: all management employees reporting to the City Treasurer

5. Positions under the City Manager:

- a. The City Manager shall certify an executive or management employee's overall rating and approve an annual merit increase per the Merit Pay Matrix funded from the City Manager Department Annual Merit Pool. The City Manager shall complete a written performance appraisal prior to granting a merit increase.
 - i. If an employee receives a rating of "Fails to Meet Expectations" of "Partially Meets Expectations", the department shall also submit a written action plan for steps to be taken to improve performance.
- b. A department head shall certify a management employee's overall rating and recommend an annual merit increase per the Merit Pay Matrix funded from the department head's Department Annual Merit Pool. The department head shall include the completed supporting performance appraisal with this recommendation. The recommended merit increase shall not be shared with the manager until it is approved by the City Manager (or their designee).
 - i. If an employee receives a rating of "Fails to Meet Expectations" of "Partially Meets Expectations", the department shall also submit a written action plan for steps to be taken to improve performance.

6. Positions under the City Attorney:

- a. For management positions reporting to the City Attorney, the City Attorney shall complete a performance evaluation prior to granting an annual merit increase, in accordance with the Merit Pay Matrix, from the City Attorney Department Annual Merit Pool.
- b. The performance evaluation shall be forwarded to the City Manager with an advisement of annual merit increase awarded.

7. Positions under the City Clerk and City Treasurer:

- a. For management positions reporting to the City Clerk and the City Treasurer, the City Clerk and City Treasurer shall complete a performance evaluation prior to granting an annual merit increase, in accordance with the Merit Pay Matrix, from the City Clerk Department Annual Merit Pool/City Treasurer Department Annual Merit Pool.
- b. The performance evaluation shall be forwarded to the City Manager with an advisement of annual merit increase awarded.

2. Interim Merit Pool and Pay Increases

1. Each year an amount equal to 0.50% of the annual salaries for all executive and management employees shall be budgeted and available for use in accordance with this section and be known as the Interim Merit Pool. City Council has the authority to approve amounts above this base value on a year-to-year basis.
2. The Interim Merit Pool will generally be reserved for employees substantially improving performance, or for those within the lower third of the pay range that are meeting or exceeding departmental objectives. This can also be utilized to address internal pay equity concerns so long as employees receiving interim merit adjustments are meeting or exceeding departmental objectives in the most recent evaluation period and this performance has continued.
3. Such amount may be distributed by the City Manager to executive staff and managers within departments reporting to the City Manager, and by the City Attorney, City Clerk and City Treasurer to their respective managers, based on both performance and placement within the pay range.
4. In the event the City Attorney, City Clerk, or City Treasurer award an interim merit increase, within the limitation of the Merit Pay Plan, the City Manager shall be advised of the interim merit increases.

SECTION 1.7 REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for advancement within merit pay matrix, holidays and vacation, shall be based upon continuous and total service as a regular employee.

- A. Leaves of absence without pay of ten 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 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.

SECTION 1.8 HOURS OF WORK

A. Torrance City Hall will operate on a 9/80 closed schedule with the following hours of operation:

Monday through Thursday: 7:30 a.m. - 5:30 p.m.
 Alternate Fridays: 7:30 a.m. - 5:30 p.m.

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

ARTICLE 2 - COMPENSATION

SECTION 2.1 REFERENCE POINT AND POSITIONS

The following pay ranges are assigned to the classifications of the following Executive and Management Employees **effective September 8, 2024**.

Executive Pay Ranges	Pay Basis	Entry Point	Reference Point	Maximum Point	Benefit Category	Car Allowance Category	PERS Category
Assistant City Manager	Monthly	\$ 19,020	\$ 24,473	\$ 28,145	A	1	Miscellaneous
Fire Chief	Monthly	\$ 18,896	\$ 24,314	\$ 27,960	A	1	Safety
Police Chief	Monthly	\$ 18,866	\$ 24,275	\$ 27,916	A	1	Safety
Public Works Director	Monthly	\$ 17,467	\$ 22,475	\$ 25,846	A	1	Miscellaneous
Finance Director	Monthly	\$ 17,467	\$ 22,475	\$ 25,846	A	1	Miscellaneous
Community Development Director	Monthly	\$ 16,369	\$ 21,063	\$ 24,222	A	1	Miscellaneous
Transit Director	Monthly	\$ 15,713	\$ 20,217	\$ 23,250	A	1	Miscellaneous
Community Services Director	Monthly	\$ 15,663	\$ 20,153	\$ 23,176	A	1	Miscellaneous
Human Resources Director	Monthly	\$ 15,663	\$ 20,153	\$ 23,176	A	1	Miscellaneous
General Services Director	Monthly	\$ 15,310	\$ 19,700	\$ 22,655	A	1	Miscellaneous
Information Technology Director	Monthly	\$ 14,954	\$ 19,242	\$ 22,128	A	1	Miscellaneous

Management Pay Ranges	Pay Basis	Entry Point	Reference Point	Maximum Point	Benefit Category	Car Allowance Category	PERS Category
Assistant Police Chief	Monthly	\$ 17,120	\$ 22,028	\$ 25,333	A	2	Safety
Assistant City Attorney	Monthly	\$ 16,036	\$ 20,634	\$ 23,728	A	3	Miscellaneous
Deputy City Attorney III	Monthly	\$ 15,474	\$ 19,911	\$ 22,897	A	3	Miscellaneous
Legal Counselor III	Monthly	\$ 15,474	\$ 19,911	\$ 22,897	A	3	Miscellaneous
Deputy City Manager	Monthly	\$ 14,306	\$ 18,407	\$ 21,169	A	1	Miscellaneous
Deputy Public Works Director - Operations	Monthly	\$ 13,761	\$ 17,706	\$ 20,363	B	2	Miscellaneous
Deputy Public Works Director - City Engineer	Monthly	\$ 13,761	\$ 17,706	\$ 20,363	B	2	Miscellaneous
Assistant Finance Director	Monthly	\$ 13,673	\$ 17,593	\$ 20,232	B	2	Miscellaneous
Deputy Finance Director	Monthly	\$ 13,673	\$ 17,593	\$ 20,232	B	2	Miscellaneous
Police Services Administrator	Monthly	\$ 13,050	\$ 17,492	\$ 20,116	B	3	Miscellaneous
City Librarian	Monthly	\$ 12,961	\$ 16,677	\$ 19,178	B	2	Miscellaneous
Deputy Transit Director	Monthly	\$ 12,961	\$ 16,677	\$ 19,178	B	2	Miscellaneous
Building Regulations Administrator	Monthly	\$ 12,818	\$ 16,493	\$ 18,966	B	2	Miscellaneous
Sanitation Services Manager	Monthly	\$ 12,673	\$ 16,308	\$ 18,753	B	2	Miscellaneous
Water Operations Manager	Monthly	\$ 12,673	\$ 16,308	\$ 18,753	B	2	Miscellaneous
Accounting Manager	Monthly	\$ 12,479	\$ 16,057	\$ 18,466	B	2	Miscellaneous
Engineering Manager/Major Projects	Monthly	\$ 12,479	\$ 16,057	\$ 18,466	B	2	Miscellaneous
Landscape Manager/City Arborist	Monthly	\$ 12,070	\$ 15,530	\$ 17,861	B	2	Miscellaneous
Street Operations Manager	Monthly	\$ 12,070	\$ 15,530	\$ 17,861	B	2	Miscellaneous
IT Manager - Applications & Analytics	Monthly	\$ 12,055	\$ 15,512	\$ 17,838	B	2	Miscellaneous
IT Manager - Communications & Customer Serv	Monthly	\$ 12,055	\$ 15,512	\$ 17,838	B	2	Miscellaneous
IT Manager - Infrastructure & Cybersecurity	Monthly	\$ 12,055	\$ 15,512	\$ 17,838	B	2	Miscellaneous
Audit Manager	Monthly	\$ 11,885	\$ 15,293	\$ 17,587	B	2	Miscellaneous
Engineering Manager	Monthly	\$ 11,885	\$ 15,293	\$ 17,587	B	2	Miscellaneous
Revenue Manager	Monthly	\$ 11,885	\$ 15,293	\$ 17,587	B	2	Miscellaneous

Management Pay Ranges	Pay Basis	Entry Point	Reference Point	Maximum Point	Benefit Category	Car Allowance Category	PERS Category
Deputy City Attorney II	Monthly	\$ 11,583	\$ 14,904	\$ 17,139	A	3	Miscellaneous
Legal Counselor II	Monthly	\$ 11,583	\$ 14,904	\$ 17,139	A	3	Miscellaneous
Fire Prevention Manager - Fire Marshal	Monthly	\$ 11,345	\$ 14,598	\$ 16,789	B	2	Miscellaneous
Planning Manager	Monthly	\$ 11,345	\$ 14,598	\$ 16,788	B	2	Miscellaneous
Assistant to the City Manager	Monthly	\$ 11,320	\$ 14,566	\$ 16,751	A	3	Miscellaneous
Cable & Community Relations Manager	Monthly	\$ 11,320	\$ 14,566	\$ 16,751	A	1	Miscellaneous
Human Resources Manager	Monthly	\$ 11,265	\$ 14,496	\$ 16,669	B	2	Miscellaneous
Park Services Manager	Monthly	\$ 11,215	\$ 14,431	\$ 16,595	B	2	Miscellaneous
Recreation Services Manager	Monthly	\$ 11,208	\$ 14,422	\$ 16,586	B	2	Miscellaneous
Law Office Administrator	Monthly	\$ 11,123	\$ 14,313	\$ 16,459	A	3	Miscellaneous
Assistant Building Regulations Manager	Monthly	\$ 10,908	\$ 14,036	\$ 16,142	B	2	Miscellaneous
Economic Development Manager	Monthly	\$ 10,828	\$ 13,932	\$ 16,022	A	3	Miscellaneous
Administrative Services Manager	Monthly	\$ 10,789	\$ 13,883	\$ 15,965	B	2	Miscellaneous
Facilities Operations Manager	Monthly	\$ 10,789	\$ 13,883	\$ 15,965	B	2	Miscellaneous
Facilities Services Manager	Monthly	\$ 10,789	\$ 13,883	\$ 15,965	B	2	Miscellaneous
Risk Manager	Monthly	\$ 11,045	\$ 13,771	\$ 15,837	B	2	Miscellaneous
Transit Manager - Administration	Monthly	\$ 10,319	\$ 13,278	\$ 15,270	B	2	Miscellaneous
Transit Manager - Operations	Monthly	\$ 10,319	\$ 13,278	\$ 15,270	B	2	Miscellaneous
Transit Manager - Planning	Monthly	\$ 10,319	\$ 13,278	\$ 15,270	B	2	Miscellaneous
Transit Manager - Services	Monthly	\$ 10,319	\$ 13,278	\$ 15,270	B	2	Miscellaneous
Neighborhood Services Manager	Monthly	\$ 10,313	\$ 13,271	\$ 15,260	B	2	Miscellaneous
Fleet Services Manager	Monthly	\$ 10,101	\$ 12,997	\$ 14,947	B	2	Miscellaneous
Workers' Compensation Manager	Monthly	\$ 10,023	\$ 12,898	\$ 14,832	B	2	Miscellaneous
Assistant City Librarian	Monthly	\$ 9,958	\$ 12,813	\$ 14,737	B	2	Miscellaneous
Cultural Services Manager	Monthly	\$ 9,958	\$ 12,813	\$ 14,737	B	2	Miscellaneous
Deputy City Treasurer	Monthly	\$ 9,874	\$ 12,705	\$ 14,611	B	2	Miscellaneous
Civil Service Manager	Monthly	\$ 9,575	\$ 12,321	\$ 14,169	A	2	Miscellaneous
Principal Human Resources Analyst	Monthly	\$ 9,575	\$ 12,321	\$ 14,169	B	2	Miscellaneous
Deputy City Attorney I	Monthly	\$ 8,910	\$ 11,465	\$ 13,184	A	3	Miscellaneous
Legal Counselor I	Monthly	\$ 8,910	\$ 11,465	\$ 13,184	A	3	Miscellaneous
Deputy City Clerk III	Monthly	\$ 8,706	\$ 11,202	\$ 12,882	B	2	Miscellaneous
Senior/Management Associate	Monthly	\$ 8,391	\$ 10,797	\$ 12,417	A	3	Miscellaneous
Farmer's Market Manager	Monthly	\$ 6,773	\$ 8,716	\$ 10,023	B	2	Miscellaneous

SECTION 2.2 PREMIUM PAY

- A. Certain Management Employees assigned to work entailing specified duties which require skills and abilities not contemplated in the employee's normal assignments in the areas described in this Section shall receive premium pay only while so assigned.
- B. Assignments and reassignments shall be made by the department head pursuant to departmental rules and regulations, workload and skills required, and any other reason deemed necessary. Such assignments shall be subject to budget limitations and level of service needed. The department head may make reassignments as they deem appropriate.

All assignments are subject to City Manager approval unless the position falls under the City Attorney, City Clerk, or City Treasurer. The authorized premiums are listed below:

1. At the discretion of the City Attorney, Deputy City Attorney II employees who are routinely and consistently to a lead or supervisory position in Prosecution will receive a 5% Lead Worker/Supervisor Premium for supervising and division management duties.
2. At the discretion of the City Attorney, Deputy City Attorney II employees who are routinely and consistently assigned to train employees in areas of legal specialty will receive a 5% Training Premium.

SECTION 2.3 SUPERVISION PAY

Managers covered by this agreement shall be paid 5% higher than those supervised when comparing base pay to base pay.

SECTION 3.1 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 contribution, the City shall provide active employees with an additional contribution. The aggregate amount shall be referred to as the “City Contribution”.

Effective July 1, 2024

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

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

Effective January 1, 2025

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

B. Cash-In-Lieu Payments

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

1. The employee provides proof of minimum essential coverage (“MEC”) through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year for which the employee opts-out of City-offered coverage (“alternative required coverage”).

2. The proof of coverage must show that the employee and all individuals in the employee's expected tax family have (or will have) the required MEC for the plan year. The employee must provide reasonable evidence of the MEC for the applicable period by signing and submitting an attestation to the City.
3. The employee must provide such reasonable evidence and attestation of alternative coverage every plan year during open enrollment.
4. The City will not provide the cash-in-lieu payment if it knows or has reason to know that the employee or tax family member does not have the alternative required coverage.

C. Retiree Insurance

The City shall pay to PERS directly the mandated monthly PERS minimum employer contribution per employee for retired employee health insurance. This only applies to those on a PERS medical plan and has no cash value is not used in this manner. The PERS minimum employer contribution amount changes annually as directed by CalPERS.

D. Life Insurance and Accidental Death and Dismemberment Insurance

The City shall cover each Category A employee under a \$100,000 accidental and \$200,000 term life insurance policy, and the City shall cover each Category B employee under a \$100,000 accidental and \$100,000 term life insurance policy in accordance with all carrier provisions.

E. Long Term/Short-Term Disability Insurance:

Employees covered by this Resolution qualify for the commercial insurance long-term/short-term disability program as follows:

- a. Two-thirds ($\frac{2}{3}$) base pay for a period as determined by the insurance carrier, after a 14-day waiting period, up to the limits of the policy.
- b. Eligibility for all provisions of the commercial plan is in accordance with the commercial insurance policy.
- c. An employee requesting receipt of such benefits will be decreed on a leave of absence and shall receive no other benefits except 3.1.A.1.

F. Dental Insurance

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

G. Vision Insurance

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

- H. Any employee terminating or retiring at the end of the eight-month medical leave of absence shall be paid an amount equal to four months of City health insurance contribution (including health contribution and City supplemental). On a case-by-case basis, the City Manager or his/her designee may waive the eight-month eligibility requirement. Such amount shall not

exceed the amount received by the employee immediately prior to separation of employment. The employee may choose to receive the full amount subject to 1099, defer the funds to the City 457 plan within the plan guidelines, or receive a net check with the appropriate federal, state and social security deductions. This provision applies only to employees participating in a City-sponsored health insurance program at the time of termination or retirement.

SECTION 3.2 RETIREMENT

- A. Employees shall be covered by either the appropriate safety or miscellaneous retirement plan provided by the City. The City shall pay the employee's contribution to PERS for employees pursuant to the applicable sections of the California Government Code. Such payments shall be reported simply as normal contributions and shall be credited to member accounts. These contributions shall at time of termination belong to the employees. These contributions shall be reported to PERS as compensation as provided by SB 53.
- B. Effective June 11, 1995, the 7% for miscellaneous positions or 9% for safety positions shall be paid by the City and the City will report the same percent of compensation earnable and shall be considered as employer-paid member contributions (EPMC) in accordance with Government Code Section 20023.
- C. Effective September 21, 2010, all new hires shall be responsible for the employee's contribution to PERS, currently 7% of pay for miscellaneous employees or 9% of pay for safety employees. Section 3.2(B) would no longer be applicable to employees hired after September 21, 2010.
- D. Effective January 1, 2013 and in accordance with the provisions of the 2013 Public Employees' Pension Reform Act (PEPRA), employees covered by this agreement hired on or after January 1, 2013 who do not qualify as "classic members" of PERS, shall be considered "new members" and shall be enrolled in the 2% at age 62 for miscellaneous positions and 2.7% at age 57 for safety positions 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. Section 3.2 (E) and (F) would no longer be applicable.

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

- E. Effective May 26, 2000, the PERS contract shall provide one-year final compensation provisions when calculating retirement benefits for miscellaneous employees.
- F. Effective November 24, 2000, the PERS contract shall provide to miscellaneous members the 2% @ 55 formula. Miscellaneous members who retire after the effective date of the contract amendment will be subject to this formula.
- G. Effective November 24, 2000, a lump sum death benefit of \$5,000 will be paid to beneficiaries of retired members. This benefit will be applicable to deaths occurring after the effective date of the contract amendment.
- H. Effective May 26, 2000, the PERS contract shall provide for the Pre-Retirement Optional Settlement 2 Death Benefit. Under this provision, the spouse of a deceased member, who

was eligible to retire for service at the time of death, may elect to receive a monthly allowance in lieu of the lump sum Basic Death Benefit.

SECTION 3.3 DEFERRED COMPENSATION PLAN

- A. All employees covered by this resolution are required to participate in a 457 deferred compensation plan, a 401(a) deferred compensation plan, and a Retirement Health Savings Plan pursuant to this resolution.
- B. Plan documents outlining all three plans have been adopted by the City Council and are on file in the Office of the City Treasurer.
- C. The City will match an employee contribution, on a dollar-for-dollar basis each pay period, to the 401(a) plan up to a maximum of 0.5% of base pay per calendar year.
- D. Retirement Health Savings Plan (RHSP)
 - 1. For retiring or separating employees, the following shall apply:
 - a. All hours equal to or less than 500 for sick accruals and 500 for vacation accruals will be deposited into the Mission Square Retirement Health Savings Program, therein referred to as the RHSP.
 - b. After satisfying Section 3.3.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 3.4 SICK LEAVE

A. Sick Leave Use

An employee may use sick leave to care for themselves or family members in compliance with the City's Policy on Leaves of Absence in accordance with the California Family Rights Act. Such time shall be deducted from the existing sick leave accruals 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.

C. Accrual Rate:

Category A and B employees shall be granted six hours of sick leave per month.

D. Conversion of Sick Leave:

- 1. An employee may select to convert any sick leave granted but unused over three hundred (300) hours into cash or into the 457 deferred compensation plan at the rate of one hour of pay for each hour of unused sick leave. Requests for such payments or deferral to the 457 plan shall be made before the 1st of December each year. Payments shall be made no later than 30 days after date of request.

2. For those employees who do not wish to convert any sick leave in accordance with 3.4.D.1, any sick leave in excess of 500 hours on the books as of December 1st will be automatically deferred into the 401(a) by December 31st at the rate of one hour of pay for each hour of unused sick leave.
 3. For employees separating or retiring from the City, the provisions outlined in Section 3.3.D shall apply.
 4. In case of death of an employee, each hour of accumulated sick leave shall equal one hour of salary to be paid to the employee's designated beneficiary.
- E. The employees covered by this resolution are eligible to participate in the Catastrophic Leave Program described in Attachment B.

SECTION 3.5 INDUSTRIAL INJURY LEAVE

- A. For injuries sustained to non-safety employees on or after August 3, 1997, the following applies:
In the event an employee sustains an injury or illness out of and occurring in the course of his/her employment with the City, the employee shall be entitled to industrial injury leave as follows:
1. Up to three (3) months during the first three (3) years of employment.
 2. Up to six (6) months during the fourth (4th) year of employment.
 3. Up to eight (8) months after four (4) years of employment for industrial injury.
 4. Such leave shall be at eighty-five percent (85%) of regular salary rate. Said leave shall terminate upon return to regular work or when the injury is deemed permanent or stationary, at the expiration of the maximum time period listed in this section.
- B. In the event the Fire Chief or Police Chief sustains an illness or injury occurring in the course of his/her employment with the City, the employee shall be entitled to that compensation prescribed by State Law and all items of compensation specified by this agreement.
- C. Employees who are on industrial injury leave with pay as a result of an industrial injury shall continue to accrue seniority, receive holidays, and accrue vacation and sick leave benefits the same as if they had been present for duty.
- D. An employee on industrial injury leave shall be under the direction of the City subject to medical advice and shall be available at all times unless he/she receives specific permission from the City.
- E. An employee on industrial injury leave shall inform the city of any current outside employment and/or any such outside employment during the four (4) years immediately prior to such injury. An employee on industrial injury leave shall not enter into any employment or physical activity, as determined by an appropriate physician, which might exacerbate his injury or illness.

SECTION 3.6 ADMINISTRATIVE LEAVE

All Category A Employees covered by this Resolution shall receive eight (8) days of administrative leave per fiscal year. All Category B Employees covered by this Resolution shall receive three (3) days of administrative leave per fiscal year. This leave may not be cashed out and cannot be carried forward to a subsequent fiscal year.

SECTION 3.7 HOLIDAYS

- A. For the purpose of this Resolution, the following days shall be considered holidays with pay:
- New Year's Day
 - Martin Luther King Jr. Day
 - Lincoln's Birthday
 - Washington's Birthday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
- B. 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.
- C. A holiday shall be construed as the value of the normal work shift.

SECTION 3.8 HOLIDAYS FOR 9/80 PARTICIPANTS

- A. For those employees with weekends, which consist of a Saturday and Sunday, the following shall apply:
1. If a holiday falls on a Saturday and the prior Friday is an 8-hour workday in which the employee is schedule to work, the City will close, and the employee will be off work with eight (8) hours holiday pay.

If the holiday falls on a Saturday and the prior Friday is the employee's 9/80 scheduled day off the City will close on Friday and the employee will accrue eight (8) hours to the employee's vacation leave balance.
 2. If a holiday falls on a Sunday, the Monday following will be observed, the City will close, and the employee will be off work with eight (8) hours holiday pay.
- B. For those employees whose regularly scheduled weekends are other than Saturday and Sunday the following shall apply:
- If the holiday falls on any scheduled day off, the employee will accrue eight (8) hours to the employee's vacation leave balance.

SECTION 3.9 VACATION

- A. Employees covered by this Resolution shall earn vacation leave as follows:
1. The rate of 9.33 hours per month of continuous and total employment as a regular employee.
 2. Commencing with the 2nd year of continuous and total employment as a regular employee, at the rate of 10 working hours per month .
 3. Commencing with the 5th year of continuous and total employment as a regular employee, at the rate of 12.67 working hours per month .
 4. Commencing with the 10th year of continuous and total employment as a regular employee, at the rate of 16.02 working hours per month
 5. Commencing with the 21st year of continuous and total employment as a regular employee, at the rate of 17.34 working hours per month.
 6. Commencing with the 25th year of continuous and total employment as a regular employee, at the rate of 18 working hours per month.
- B. Eligibility:
Employees shall earn vacation only while receiving compensation from or through the City.
- C. Scheduling:
The time of taking vacation shall be determined by the employee, subject to review by their supervisor. Vacation leave accrual shall be used when the increment required for any day exceeds half of the scheduled workday. Increments equal to or shorter than that do not require use of accrual in a given workday.
- D. Effect of Holidays:
When an authorized holiday occurs during a vacation period, such days shall not be deducted from earned vacation.
- E. Pay for Vacation:
An individual, subject to City Manager approval, may select to receive pay in lieu of a specified amount of vacation (28 days prior notice must be given for such a request).
- F. Accrual Limit:
Vacation accruals over 500 hours which are on the books as of December 1st of each year will be automatically deferred into the 401(a) account by December 31st at the rate of one hour of pay for each hour of unused vacation leave
- G. Vacation leave is allocated to an employee's bank as earned on an hour by hour basis.
- H. At the time of retirement or separation, the provisions of Section 3.3.D (RHSP) shall apply.

SECTION 3.10 VEHICLE ALLOWANCE

- A. Car Allowance Category 1
1. Section 2.1 denotes employees with Car Allowance Category 1.
 2. All such employees receive a car allowance in the amount of \$716 per month, payable in biweekly installments. Such allowance is not intended to cover mileage reimbursement for business trips of over 25 miles each way. Such excess miles (over 50 miles round trip) shall be reimbursed at the City's specified rate.
 3. This car allowance is separate from base pay.

- B. Car Allowance Category 2
 - 1. Section 2.1 denotes employees with Car Allowance Category 2.
 - 2. The car allowance for this category has been included in base pay. Such allowance is not intended to cover mileage reimbursement for business trips of over 25 miles each way. Such excess miles (over 50 miles roundtrip) shall be reimbursed at the City's specified rate.
- C. Car allowance Category 3
 - 1. Section 2.1 denotes employees with Car Allowance Category 3.
 - 2. These employees do not now, and never have, received a car allowance.
 - 3. Employees in this category are eligible for mileage reimbursement of any business trips at the City specified rate.
- D. The City Council, at its discretion, may provide designated individuals with vehicles in lieu of any allowance.

SECTION 3.11 BEREAVEMENT LEAVE

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

SECTION 3.12 JURY DUTY

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

SECTION 3.13 LEAVES OF ABSENCE

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

SECTION 3.14 COMPASSIONATE LEAVE

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

SECTION 3.15 FAMILY-SCHOOL PARTNERSHIP LEAVE

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

SECTION 3.16 REIMBURSABLE EXPENSES

The City shall reimburse costs each fiscal year, subject to the below limits, for each executive and management employee for the following eligible expenses:

- A. Employee medical-related purposes such as medical examination and treatment, optical, dental, or prescription drugs; or family counseling for the management employee or dependent.
- B. Tuition or training reimbursement.
- C. Acquisition of City compatible computer hardware, software or peripheral equipment including cell phone data plans.

Category A Employees: Employees that fall in Category A (see Section 2.1) shall be eligible for up to \$1,500 per year.

Category B Employees: Employees that fall in Category B (see Section 2.1) shall be eligible for up to \$750 per year.

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.

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. If the hire/promotion date falls between April 1 and June 30, the employee will not be eligible for any reimbursement in that current fiscal year.

SECTION 3.17 PRO-RATED BENEFITS

Employees who work less than full-time shall receive part-time pro-rated benefits in the following areas:

- Section 3.4 Sick Leave
- Section 3.7 Holidays
- Section 3.9 Vacation
- Section 3.11 Bereavement Leave
- Section 3.12 Jury Duty
- Section 3.13 Leaves of Absence
- Section 3.14 Compassionate Leave
- Section 3.15 Family-School Partnership Leave

ARTICLE 4 - GENERAL PROVISIONS

SECTION 4.1 NONDISCRIMINATION, EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The City and its Management Employees 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.

SECTION 4.2 MOVE UP ASSIGNMENT

A Management Employee moved up to Acting Department Head for one full workday, shall receive a 7½% move up premium above base salary for all such time. Such shall be subject to the approval of the City Manager. A Management Employee moved up to another management employee for one full workday shall receive a 5% move up premium above base pay.

If the temporary absence of the Department Head continues in excess of 30 consecutive calendar days, the employee shall then be paid within the pay range for such assigned position, which will grant the employee an increase of 5% in total pay.

ARTICLE 5 - MISCELLANEOUS

SECTION 5.1 MANAGEMENT TRAINING

A. Executive Employees

The amount of \$7,701 shall be budgeted for organization training purposes for the Executive Employees. Any amount not spent in previous years shall be added to this amount.

B. Management Employees

Effective each July the amount of \$159 per position shall be budgeted for individual or group training purposes, or conference registration. A committee of three shall select and schedule training programs for Management Employees, subject to the City Manager's approval.

Moneys allocated from previous years which are not expended by the end of the fiscal year shall be carried over for training purposes into the next fiscal year.

SECTION 5.2 PROBATIONARY PERIOD

There shall be a one-year probationary period for all appointments and promotions to positions covered by this Resolution.

SECTION 5.3 LATERAL OPPORTUNITY FOR MANAGEMENT EMPLOYEES

A. Permanent Management Employees may make themselves available for lateral entry into an alternate management classification whose salary range is equal to or less than that of the classification of position presently held by the employee. A salary range shall be considered to be equal to if there is less than a seven and one-half percent (7.5%) difference in reference point.

B. When a position in a classification for which employees have applied for lateral entry becomes vacant, employees who have so applied shall be given the opportunity to lateral into the position pursuant to the following:

1. No promotional list exists for the position.
2. The department heads involved approve of the lateral appointment. Such approval will not be required where lateral appointment is the result of a layoff or medical disability.
3. The City Manager concurs in the lateral appointment.
4. Priority of consideration shall be on the basis of seniority subject to the above.
5. Such lateral appointment of the employee shall be subject to a ninety (90) day period to verify their competency in the new position.

The employee shall receive a progress report from the Department Head at the end of each thirty (30) day period. If an employee does not qualify, they shall be returned to their previous position.

- C. The approval and verification of department head and the City Manager shall be final.
- D. If an employee accepts a lateral transfer, their salary shall be at their-former rate or at the entry point of the new position, whichever is higher.


SECTION III SEVERABILITY

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


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



 Mayor George K. Chen

APPROVED AS TO FORM:
 Patrick Q. Sullivan, City Attorney


 Talia Y. Strader, Assistant City Attorney

ATTEST:


 Rebecca Poirier, MMC, City Clerk


TORRANCE CITY COUNCIL RESOLUTION NO. 2024-66

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 10th 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



 Rebecca Poirier, MMC
 City Clerk of the City of Torrance

**CITY OF TORRANCE
PERSONNEL DEPARTMENT
PROCEDURES AND RULES REGARDING LONG-TERM
DISABILITY PLAN AND PARTIAL DISABILITY**

I. PURPOSE

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

II. DEFINITIONS

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

III. BENEFITS UNDER THE CITY PROGRAM

1. Total or Partial Disability:

If an injury or sickness results in continuous total disability or continuous partial disability or combination of both, the employee while covered hereunder, who requires "regular care and attendance", shall receive from the City the monthly benefit. The monthly benefit will terminate on the earliest of:

- a. The date of death of the employee;
- b. The date benefits have been incurred for the maximum benefit period;
- c. The date the employee retired (provided, however, that the employee shall receive a total of the monthly benefit related to a combination of both retirement and long-term disability benefits if totally or partially disabled to the normal expiration of benefits);
- d. The date the employee ceases to be totally or partially disabled;
- e. The date specified in a settlement agreement between the employee and the City.

The employee shall be eligible for benefits as noted below:

<u>Full-time Employment</u> Two (2) months	=	<u>Full-time LTD</u> One (1) month
<u>Full-time Employment</u> One (1) month	=	<u>Part-time LTD</u> One (1) month
<u>Part-time Employment</u> Four (4) months	=	<u>Full-time LTD</u> One (1) month
<u>Part-time Employment</u> Two (2) months	=	<u>Part-time LTD</u> One (1) month

2. Recurrent Disability:

- a. If, following a period of disability due to sickness or injury, for which the Monthly Benefit was payable under the program, the employee shall resume duties of 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.
- 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 Resolution less that amount of time previously utilized for the same incident.
 2. An employee who sustains a subsequent disability resulting from a new cause shall be eligible for one month of benefits for each two months of service worked in the intervening period of time plus any earned time remaining from the initial incident.
- c. The determination as to whether a disability is a new incident, or a continuation of an original incident shall be subject to verification by medical authority and appropriate supporting medical documentation.

IV. REDUCTIONS

1. The monthly benefit otherwise provided under this program for any period shall be reduced by any amount received by or due to be received by the employee from the following sources for the same period so that the total combined amount shall not exceed the employee's base pay:
 - a. Any State or Federal Government Disability or Retirement plans;
 - b. Salary or wages paid by the employer or other employer;
 - c. 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 groups and the City of Torrance;
 - b. The date the employee leaves or is dismissed from the employment of the employer, is retired, or leaves the representation groups covered by the master Resolution.¹
 - c. The date of entry of the employee into military service except for temporary duty of 30 days or less.
2. Such termination shall be without prejudice to any pre-existing total disability claim of the employee except as agreed to between the parties in settlement.

VI. EXCLUSIONS

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

¹ Monthly benefits may extend beyond the termination date of employment for the maximum benefit period provided, however, that insurance coverage was in effect at the time the injury/illness was sustained.

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 a 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, stepparents, spouse, registered domestic partner, children and stepchildren.

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

Donated hours may be used under the following situations:

- To cover the elimination period before short-term and/or long-term disability benefits began;
- 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 paperwork¹ must be submitted to the Human Resources Division. It should include the nature of the illness and the dates the employee expects to be absent. The leave must be approved by the Department Head and the Human Resources Director.
2. Verification of illness or injury of the employee or qualifying family member must be provided in writing by the treating physician on the City provided forms.
3. The employee or representative makes a request for catastrophic leave donations to the employee's department. The City Manager's Office is then notified and advertises the donation request via e-mail.
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.

¹ 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.