

Council Meeting of  
December 4, 2012

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT: City Manager – Adopt RESOLUTION amending the Torrance Police Officers Association Memorandum of Understanding regarding overtime compensation.**

**RECOMMENDATION**

Recommendation of the City Manager that City Council adopt a **RESOLUTION** pursuant to a Memorandum of Understanding amending Resolution No. 2011-53 setting forth changes regarding hours, wages, and working conditions for employees represented by the Torrance Police Officers Association (TPOA) updating overtime compensation provisions.

Funding

Not applicable.

**BACKGROUND/ANALYSIS**

The current Torrance Police Officers Association (TPOA) Memorandum of Understanding (MOU) Resolution No. 2011-53 was approved by Your Honorable Body on May 10, 2011 as a two-year extension of the initial MOU approved on February 24, 2009. As part of the initial MOU, the City and TPOA agreed to implement the Team Policing program.

Upon implementation of Team Policing, staffing schedule changes were made to provide greater coverage of police operations based on actual criminal trends and City needs. During the course of negotiations, the City and TPOA agreed to revisit the Team Policing agreement during the term of the MOU with the intention of making improvements to respond to any operational challenges. The Police Department and TPOA have requested a minor adjustment to increase the number of days requested for compensatory time off from three days to four days per week. The adjustment will not have an adverse impact to department operations or the budget.

The original MOU had a limitation placed on Police Officers taking time off during holidays. Police Management and TPOA have realized that lifting such a restriction will not impact department operations, as long as the use of time does not constitute unduly disruptive or an unusual situation. The provision of the MOU maintains Police management's ability to intervene and resolve any disputes which may cause impact to department operations.

During the course of updating the attached Supplemental to the TPOA MOU, staff realized that Section 5.1 (Overtime Compensation) of the TPOA MOU was missing several provisions. This

omission did not cause any adverse impact to members covered by the MOU; however it should be added back to maintain continuity with the terms and conditions of the MOU.

Respectfully submitted,

LeROY J. JACKSON  
CITY MANAGER

By   
Aram Chaparyan  
Assistant to the City Manager

CONCUR:

  
LeRoy J. Jackson  
City Manager

Attachments: A) Article 5 excerpt from TPOA MOU  
B) TPOA Supplemental #2

the Department. Sworn personnel reassigned from premium pay positions that result in reduced compensation are entitled to an administrative appeal.

### SECTION 4.3 EDUCATION INCENTIVE

Category	Qualifications	Compensation
POST Intermediate Certificate	Upon achievement and approval of department application of the Intermediate Certificate	11% of base pay
POST Advanced Certificate	Upon achievement and approval of department application of the Advanced Certificate	16% of base pay
Bachelor's or Master's degree	See below.*	3% of base pay

\*As an incentive for education advancement, the City shall pay an amount equal to three percent (3%) of the applicable base salary after attainment of a Bachelor's or Master's degree in Police Science, or a related field, from an accredited college or university. Related field shall mean a Bachelor's or Master's degree which requires courses in business, public administration, science, computer science, supervisory or administrative, emergency and/or medical, or any other job-related courses deemed applicable by the Chief of Police. The determination of qualified related Bachelor's degrees shall be at the discretion of the Chief of Police.

- A) The P.O.S.T. certification standards shall be the same as those presently in effect by Peace Officer Standards and Training Certification Program or as subsequently revised, except for the years of service requirement. See Exhibit 1.
- B) An employee must maintain these standards and retain the respective certificate in order to continue to receive this educational incentive premium.

### SECTION 4.4 BILINGUAL PAY

Upon approval of the department of the eligibility (per Department policy) of an employee to receive bilingual pay, the eligible employee shall receive \$125 per month.

## ARTICLE 5 - OVERTIME PROVISIONS

### SECTION 5.1 OVERTIME COMPENSATION

- A) Employees covered by this Agreement shall be compensated by pay at the rate of 1½ times the employee's regular hourly rate, based on a 40 hour work week schedule, for hours worked in excess of a regularly scheduled watch, or on a regularly scheduled day off. If an employee assigned to Patrol is scheduled to attend training on a scheduled day off, he/she will not receive overtime but will have the option to attend the training on a scheduled day off and be compensated with compensatory time at one and one half times the rate of pay. In house training instructors will have the option of receiving overtime or compensatory time, when instructing on a day off, with the instructor's Division Commander approval. However, the parties agree that notwithstanding that the provision of overtime exceeds the law, the City has adopted the FLSA's Section 7(k) work period of 28 days. The adoption of Section 7(k) does not change the City's agreement to pay overtime in excess of the FLSA.
- B) Compensatory Time Off
  - 1) Employees who earn overtime can select to receive compensatory time off (CTO) at the rate of 1.5 hours for each hour of overtime worked up to a maximum of 60 hours of

**MEMORANDUM OF UNDERSTANDING  
TORRANCE POLICE OFFICERS ASSOCIATION  
(TPOA)**

**2011 – 2013**

**SUPPLEMENTAL #2**

**A SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS,  
WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY TORRANCE  
POLICE OFFICERS ASSOCIATION (TPOA)**

An agreement of the undersigned representatives of the Torrance Police Officers Association (TPOA) and the representatives of the City of Torrance (City) that:

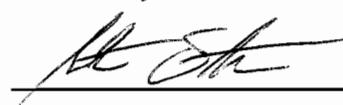
The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions effective December 4, 2012 and was reached through agreement of the undersigned parties.

Signed this 28<sup>th</sup> day of November, 2012.

Management

TPOA

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**RESOLUTION NO. 2012-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE  
AMENDING RESOLUTION NO. 2011-53 SETTING CHANGES REGARDING  
FORTH HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES  
REPRESENTED BY THE TORRANCE POLICE OFFICERS ASSOCIATION  
(TPOA)**

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

**SECTION I**

That Resolution No. 2011-53 is hereby amended.

**SECTION II**

The following agreement between representatives of Management and the representatives of the Torrance Police Officers Association (TPOA) is hereby amended as follows:

***Effective December 4, 2012***

**ARTICLE 13 – AMENDMENTS**

**SECTION 13.2 AMENDMENT TO SECTION 5.1 – OVERTIME COMPENSATION**

**ARTICLE 5 – OVERTIME COMPENSATION**

**MODIFY**

**SECTION 5.1 OVERTIME COMPENSATION**

- A) Employees covered by this Agreement shall be compensated by pay at the rate of 1½ times the employee's regular hourly rate, based on a 40 hour work week schedule, for hours worked in excess of a regularly scheduled watch, or on a regularly scheduled day off. ~~If an employee assigned to Patrol is scheduled to attend training on a scheduled day off, he/she will not receive overtime but will have the option to attend the training on a scheduled day off and be compensated with compensatory time at one and one half times the rate of pay. In house training instructors will have the option of receiving overtime or compensatory time, when instructing on a day off, with the instructor's Division Commander approval. However, the parties agree that notwithstanding that the provision of overtime exceeds the law, the City has adopted the FLSA's Section 7(k) work period of 28 days. The adoption of Section 7(k) does not change the City's agreement to pay overtime in excess of the FLSA.~~
- 1) Overtime shall be computed for actual time worked except as specified in Subsections 2 and 3.
  - 2) An employee called out for emergency work, meetings, Internal Affairs interviews and other internal departmental activities shall be compensated at the regular overtime rate for a minimum of two (2) hours.

- 3) An employee required to appear in court, or placed on call at the station in the performance of his/her duties shall be compensated at the regular overtime rate for a minimum of three hours or for the actual time spent in court inclusive of the court's lunch break if required to report back to court following lunch. If on-duty hours are contiguous to this three (3) hour minimum, the employee shall be compensated for actual hours spent in court.
- 4) An employee placed on call at home for a court appearance shall be compensated at straight time on an hour for hour basis (exclusive of one hour scheduled for lunch for full day scheduling).
- 5) TSL - Any employee who has volunteered for TSL (Team Staffing Level) shall be required to report for duty or be subject to disciplinary action. An employee may be required to work overtime if no employees volunteer regarding maintenance of Team Staffing level or in case of an emergency.
- 6) Submitting Hours Worked: All employees are required to submit all time worked on their time sheet by their next shift after the end of the pay period so that all overtime worked in the pay period can be compensated by the pay day following the end of the pay period. The parties to this agreement are committed to ensuring that all employees in the department get paid for every hour they worked in the pay period.
- 7) Deferred Income: An employee may select to defer overtime payment into the 457 plan by submitting the appropriate payroll forms subject to the provisions established in City Resolution No. 74-120 and its amendments.
- 8) Disciplinary Suspension: Employees on disciplinary suspension who are subpoenaed to court shall be compensated on an hour for hour basis at straight time with no minimum

#### B) Compensatory Time Off

- 2) An employee wishing to use any accrued CTO (either a full or partial shift) must provide the Department with reasonable notice. An employee must provide notice no later than 48 hours and no earlier than two weeks prior to the effected deployment period. A maximum of ~~3~~ four CTO days may be requested during a particular week. If such notice is provided, the CTO will be granted unless to do so would be unduly disruptive to the department. If less than 48 hours notice is given, the employee's supervisor may still grant the request, but such decision will be at the supervisor's discretion and not subject to challenge. Up to 60 hours of CTO may be used adjacent to or during a pre-scheduled vacation. In addition, CTO may not be requested ~~for the period of December 20 through January 5~~ or during special deployments such as the Armed Forces Day Parade and 4<sup>th</sup> of July deployment, prescheduled department training day or during an unusual situation such as civil disorder. The impacted bureau commander will be the arbiter regarding what constitutes unduly disruptive or an unusual situation.

**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 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 \_\_\_\_\_ day of December, 2012

\_\_\_\_\_  
Mayor Frank Scotto

APPROVED AS TO FORM:  
JOHN FELLOWS III, City Attorney

ATTEST:

By \_\_\_\_\_  
Patrick Q. Sullivan, Assistant City Attorney

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Sue Herbers, City Clerk