

Council Meeting of
February 23, 2010

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

Members of the Council:

SUBJECT: City Manager - Adopt Supplemental Resolution to the 2009-11 Memorandum of Understanding for Torrance Police Officers Association (TPOA) implementing "Team Policing"

RECOMMENDATION

Recommendation of the City Manager that City Council adopt a Resolution pursuant to a Memorandum of Understanding amending the Resolution setting forth hours, wages and working conditions for employees represented by the Torrance Police Officers Association (TPOA).

Funding

Not applicable.

BACKGROUND/ANALYSIS

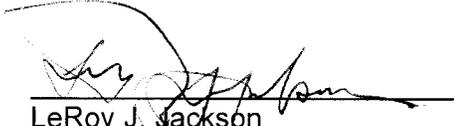
During the negotiations for the 2009-11 Memorandum of Understanding, the City and Torrance Police Officers Association (TPOA) agreed to implement "Team Policing." This new model of policing entails staffing schedule changes to provide greater coverage of police operations based on actual criminal trends and City needs. Since the implementation of Team Policing on January 17, 2010 and as anticipated, the Police Department has recognized noticeable enhancements in response times and greater coverage during peak service hours.

Per the provisions of the TPOA MOU, 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. Since January 17, 2010, Management and TPOA have met to make changes reflected in the attached supplemental Resolution. The changes impact use of compensatory time, scheduling of training and minor adjustments to shifts. The Team Policing agreement is updated to reflect the agreed upon changes by TPOA and the Police Department.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

CONCUR:



LeRoy J. Jackson
City Manager

By 

Aram Chaparyan
Assistant to the City Manager

Attachment: TPOA Supplemental #2

12B

MEMORANDUM OF UNDERSTANDING

**TORRANCE POLICE OFFICERS ASSOCIATION
(TPOA)**

2009 – 2011

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 February 28, 2010 and was reached through agreement of the undersigned parties.

Signed this ____ day of February, 2010.

Management

TPOA



RESOLUTION NO. 2010-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE
AMENDING RESOLUTION NO. 2009-17 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. 2009-17 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 February 28, 2010

ARTICLE 13 – AMENDMENTS

SECTION 13.2 AMENDMENT TO SECTION 5.1 – OVERTIME COMPENSATION

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.

~~1) -- Overtime shall be computed for actual time worked in excess of specified in Subsections 1- and 4.~~

~~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.~~

~~6) An employee placed on call or 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).~~

~~6) 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.~~

~~6) Deferral 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.~~

~~Disciplinary Suspension - Employees on disciplinary suspension who are subpoenaed to court shall be compensated at an hour-for-hour basis at straight time with no minimum.~~

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 accrued CTO. Once an employee has 60 hours accrued CTO, he/she may not earn additional CTO until some of his/her accrual is used. Only one CTO request will be granted per shift. A second additional shift will be granted only if the officer finds a replacement.
- 2) An employee wishing to use any accrued CTO (either a full or partial shift) must provide the Department with reasonable notice ~~of at least 48 hours. 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 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 ~~40-60~~ 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 4th of July deployment, prescheduled Department training day or during an unusual situation such as civil disorder.

- 3) Team Staffing Level: Whenever an employee requests to use CTO, if the use will cause the particular shift to go below its Team Staffing Level, the employee requesting the CTO must find a replacement.
- 4) CTO Cash Down: Employees may cash in up to 100% of their accrued compensatory time off quarterly on a form provided by the City. By notifying the Finance Department on or before the 5th 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.
- 5) The parties have agreed to the Team Policing schedule and shift selection process which is attached as Exhibit 4.

SECTION 13.3 AMENDMENT TO EXHIBIT 4 – TEAM POLICING

EXHIBIT 4 – TEAM POLICING

Patrol Teams/Shifts¹

- 4/10 start times (Monday through Thursday)²
 - 06-Watch (0600-1530) (One CSI Officer)
 - 09-Watch (0900-1830) (One CSI Officer)
 - 15-Watch (1500-0330) (One CSI Officer)
 - 18-Watch (1800-0330) (One CSI Officer)
 - 22-Watch (2200-0700)
- 3/12 start times (Friday through Sunday)²
 - 06-Watch (0600-1830) (One CSI Officer)
 - 15-Watch (1500-0330) (One CSI Officer)
 - 18-Watch (1800-0700)

Patrol Training

Employees assigned to Patrol:

1. In-house training days or a scheduled flex day off will be scheduled as a training day (work day).
2. The employee would have the option to either choose their alternate day/s off for the deployment period, or work their normally scheduled shift/s and attend the training day/s on a day off. The employee must notify the Patrol Administrative lieutenant of their choice within one week after the publishing the Department training notice for the affected deployment period.

¹ Either party may request to reopen this agreement to review Exhibit 4. The deadline to review is January 30, 2011.

² Schedule prior to the conversion of the positions.

3. If the employee chooses to attend the training on a day off, the employee would be compensated in CTO for the actual time worked in hours. The accrual would at 1½ times the hourly rate.
4. If the employee fails to attend training on a day off, absent a legitimate reason, they would be subjected to discipline just as if the training conducted on a regular work day. Employees, who habitually fail to attend critical In-House training, may be subject to work restrictions until they have received the training.
5. In House instructors would have the additional option of receiving overtime for training on a day off subject to Department approval.
6. Non-In house training (3/12 Shift): the employee would attend the training as a work day. The employees work hours would be credited on an "hour for hour" basis. The employee would be responsible to make up any regular work hours (36 - 37½ hours) not covered by the training hours.

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 February 2010.

Mayor Frank Scotto

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

ATTEST:

By _____
Patrick Q. Sullivan, Assistant City Attorney

Sue Herbers, City Clerk