

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

Members of the Council:

SUBJECT: City Manager – Adopt RESOLUTION regarding hours wages and working conditions for Police and Fire Trainees.

RECOMMENDATION

Recommendation of the City Manager that City Council adopt a **RESOLUTION** regarding hours, wages, and working conditions for Police and Fire Trainees effective April 12, 2011 and repealing Resolution No. 2007-103.

Funding
None

BACKGROUND AND ANALYSIS

The Police and Fire Trainees Resolution is updated periodically when there are necessary changes. These two trainee positions were developed a number of years ago to accommodate new hires that were going through academy training for either the Police or Fire departments. The employees covered under these Resolutions are not sworn personnel. They do receive modified benefits including coverage under the City's miscellaneous employees retirement plan with the California Public Employees Retirement System (CALPERS). The Resolution for adoption this evening includes one major change in the Public Employee Retirement System (PERS) contributions for newly-hired City employees. Per the City Council budget action of June 2010, all new employees hired after the effective date of this MOU will contribute the 7% employee's portion to the PERS retirement system. The new Police and Fire Trainees Resolution does not include any pay raises or benefit enhancements.

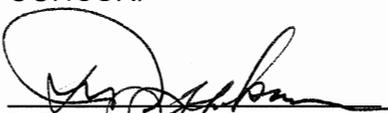
Once the Trainees complete their training (about 26 weeks for Police Trainees and 8 weeks for Fire Trainees), they become sworn safety personnel and then are covered by either the Torrance Police Officers Association (TPOA) or Torrance Fire Fighters Association (TFFA) Memorandum of Understanding.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By 
Aram Chaparyan
Assistant to the City Manager

CONCUR:


LeRoy J. Jackson
City Manager

Attachments: A) 2011 Police and Fire Trainees Resolution
B) CalPERS Resolution

RESOLUTION NO. 2011-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE
SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR
POLICE AND FIRE TRAINEES BEGINNING APRIL 12, 2011, AND
REPEALING RESOLUTION NO. 2007-103**

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

SECTION I

That Resolution No. 2007-103 is hereby repealed in its entirety.

SECTION II

The following compensation procedure for Police and Fire Trainees is hereby approved in its entirety to read as follows:

Effective April 12, 2011

ARTICLE 1 - COMPENSATION PROVISIONS**SECTION 1.1 SALARY**

A. Original appointment shall be made at any point in the following ranges for the pertaining job title.

SECTION 1.2 METHODS OF COMPENSATION

A. Compensation shall be earned on a monthly basis and shall be paid on a biweekly basis.

SECTION 1.3 PAY RANGES AND CLASS TITLES

A. The following pay is hereby assigned to Police and Fire Trainees **effective April 12, 2011**:

<u>Job Title</u>	<u>Monthly Salary</u>
Police Trainee	4,319
Fire Trainee	4,112

The Fire Trainees monthly salary shall always be the same as Step 1 of Fire Fighter, rounded to the nearest dollar.

ARTICLE 2 - WORKING CONDITIONS**SECTION 2.1 HOURS OF WORK**

Trainees' hours shall be at the discretion of the Academy or of the training personnel.

Police Trainees shall attend all hours necessary to successfully complete Academy training. On certain occasions, Police Trainees may be assigned to the Police Station for special duty.

Fire Trainees may be assigned to a Fire Crew during a major incident.

SECTION 2.2 INDUSTRIAL SAFETY

- A. In the event that a trainee sustains an injury during the recruit period that arises out of and occurs during the course of his/her employment with the City, the trainee shall be entitled to three months of industrial injury at 85% of the regular salary rate. Said leave shall terminate upon return to the Academy or when the injury is deemed permanent and stationary or at the end of the three-month period.
- B. A trainee on industrial leave shall be under the direction of the City subject to medical advice and shall be available during the normal working hours unless he/she receives special permission from the City.

ARTICLE 3 - SUPPLEMENTAL BENEFITS

SECTION 3.1 EMPLOYEE INSURANCE

- A. Employee insurance:
- The City shall pay \$108.00 per month per employee and eligible annuitants towards medical insurance. The \$108.00 employer contribution can only apply toward the health insurance premium of a health plan authorized by the City's insurance provider. If the employee does not participate in the City's insurance plan, the \$108.00 cannot be used for any other purpose.
 - Employees covered by this agreement are eligible to receive the following City-provided health insurance:

Health Insurance

	<u>No Coverage</u>	<u>1 Party</u>	<u>2 Party</u>	<u>3 Party</u>
PERS Mandated Amount	\$0	By statute or minimum of \$100, whichever is greater	By statute or minimum of \$100, whichever is greater	By statute or minimum of \$100, whichever is greater
City Health Contribution	\$0	Total – PERS Mandated Amount	Total – PERS Mandated Amount	Total – PERS Mandated Amount
Totals	\$0	\$392.68	\$785.36	\$1,020.96

- Any amount remaining may be used by the employee for the balance payment of PERS approved health insurance plan premiums, dental or life insurance. The employee does not need to participate in the PERS health insurance plan to be eligible to use the allocation for dental or life insurance, insured savings, or group benefits.

SECTION 3.2 SAFETY EQUIPMENT

- A. At the time of hire Fire Trainees will be provided with the following safety equipment:

Turnout Coat	Helmet Liner
Turnout Pants	Plastic Shield

Fire Fighter Gloves	Flashlight
Work Gloves	Spanner Wrench
Fire Fighter Hood	Hose Strap
Brush Pants	Rope Hose Tool
Leather Boots	Rescue Webbing
Rubber Boots	Carabiner
Helmet	Practice Rope
EMS Fanny Pack	Safety Glasses
Hepa Mask	Brush Jacket

- B. Each new Police Trainees, at the time of hire, will be provided with the following safety equipment:

(1) L/S wool shirt, navy w/TPD patches	Cartridge Case
(1) S/S wool shirt, navy w/TPD patches	(2) Hand Cuff Case
(2) Wool pants, navy	(4) Keepers
North face jacket, black, emb.	Key Holder
Last Name on r/chest (gold)	Baton (black wood)
Basket weave trouser belt	Baton ring
Sam Brown Belt	OC Case
Holster	

- C. City shall provide all Police Trainees with Department approved bulletproof vests. Such equipment shall remain the property of the City of Torrance.
- D. City shall provide all Police Trainees with a one-time uniform allowance of \$850.00 to purchase Police Academy training related uniforms/equipment.
- E. Police and Fire Trainees shall be required to turn in the designated safety equipment at time of termination.
- F. The City shall pay for the replacement or repair of damaged safety equipment when it is deemed unserviceable and when the replacement is approved by the employee's immediate supervisor and the department head.
- G. Trainees are subject to appropriate disciplinary action for failure to wear and maintain this designated safety equipment in the manner specified in Department rules and regulations.

SECTION 3.3 BEREAVEMENT LEAVE

- A. Trainees shall be entitled up to three (3) working days bereavement leave without pay for immediate family. Said bereavement leave is without penalty of loss of job. Additional leave without pay shall be granted for out of state death.
- B. Immediate family for the purpose of this Section shall be defined as: spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, step-father, step-mother, step-children, grandparents, or grandchildren.

SECTION 3.4 JURY DUTY

Any trainee who is duly summoned to attend any court, during the time regularly required for his office or employment, for the purpose of jury service shall be entitled while so engaged and actually serving, to this regular compensation. He/she deposits his/her jury service fees pursuant to the provisions of Administrative Rules. Provided, however, that such time shall be allowed to an employee only once every three calendar years.

SECTION 3.5 VACATION AND SICK LEAVE

Employees covered by this Resolution shall not receive vacation or sick leave benefits while so employed.

SECTION 3.6 RETIREMENT

- A. Employees covered by this agreement shall be covered by the City contract with the Public Employees' Retirement System 2% at 55 plan (per Government Code § 21354) including military buy-back and highest single year retirement option (per Government Code § 20042) and supplemented by Social Security.
- B. The City shall pay the employee's 7% contribution to PERS for police and fire trainees pursuant to Section 20615 of the California Government Code.
- C. The seven percent (7%) paid by the City be considered as employer-paid member contributions (EPMC) in accordance with Government Code § 20-023(C)(4).
- D. Effective April 12, 2011, all new hires shall be responsible for the employee's contribution to PERS, currently 7% of pay.

- 1. Section 3.6(C) would no longer be applicable for employees hired after April 12, 2011.

ARTICLE 4 - GRIEVANCES

SECTION 4.1 DEFINITIONS OF GRIEVANCE

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

SECTION 4.2 SCOPE OF GRIEVANCE PROCEDURE

This procedure shall be used to resolve every grievance for which no other method of solution is provided by law; provided, however, that it shall not include a complaint arising from a dispute over permanent status of recruits.

SECTION 4.3 PROCEDURE

- A. First Step - Supervisory Level
 - 1. The aggrieved employee(s) shall meet with the employee's immediate full time supervisor.

- B. Second Step - Division Head Level
 1. If the grievance is not resolved within two working days of the proceedings in Step 1, the employee(s) may appeal to the Division Head.
 2. Forms to file such a grievance are provided by the City.
 3. The aggrieved employee(s) and/or representative shall meet with the employee's Division Head.
- C. Third Step - Department Head Level
 1. If the grievance is not resolved within two working days of completion of Step 2, the employee(s) may appeal to the Department Head.
 2. Forms to file such a grievance are provided by the City.
 3. The aggrieved employee(s) and/or representative shall meet with the employee's Department Head.
- D. Fourth Step - City Manager Level
 1. The aggrieved employee(s) and/or representative shall meet with the City Manager or his designee.
- E. Fifth Step - Advisory Arbitration
 1. If the grievance is not resolved in Steps 1,2 and 3, the employee may within five working days of completion of Step 3 present the grievance in writing to the City Manager or his designee for advisory arbitration. Failure of the employee to take this action will constitute termination of the grievance.
 2. Within five working days after receipt of an appeal, the City Manager shall call the parties together for the selection of the advisory board.

SECTION 4.4 GENERAL GRIEVANCE PROVISIONS

- A. All time periods specified in this Section may be extended by mutual consent of the aggrieved employee(s) or his representative(s) and the Management representative involved.
- B. The aggrieved employee(s) and representative(s) shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent. (For the purpose of Workers' Compensation and retirement, any City employee involved shall be considered on duty during any grievance procedure.)
- C. Cost of arbitration shall be equally shared by the City and the aggrieved employee.
- D. A grievance shall be considered untimely if not presented by the employee(s) within 30 calendar days of the alleged grievance.

ARTICLE 5 - MISCELLANEOUS

SECTION 5.1 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.

ARTICLE 6 - EFFECTIVE DATES

SECTION 6.1 PROVISIONS EFFECTIVE

This agreement shall be effective from the date of its approval by the City Council and until superseded by a subsequent agreement.

Introduced, approved and adopted this ____ day of April, 2011.

Mayor of the City of Torrance

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:

JOHN FELLOWS III
CITY ATTORNEY

By _____
Patrick Q. Sullivan
Assistant City Attorney

RESOLUTION NO. 2011 - ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE
IMPLEMENTING GOVERNMENT CODE SECTION 20636(c)(4) PURSUANT TO
SECTION 20691 RELATING TO EMPLOYER PAID MEMBER CONTRIBUTIONS
TO PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) FOR POLICE
AND FIRE TRAINEES**

WHEREAS, the governing body of the City of Torrance has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Torrance has a written labor policy or agreement which specifically provides for the normal member contributions to California Public Employees Retirement System (CalPERS) to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Torrance of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Torrance has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of **TORRANCE POLICE AND FIRE TRAINEES** hired prior to the effective date of this Resolution.
- This benefit shall consist of paying **100%** of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable [excluding Government Code Section 20636(c)(4)] as additional compensation.
- This benefit shall consist of paying **zero percent (0%)** of the normal member contributions as EPMC for all employees hired after April 12, 2011.
- The effective date of this Resolution shall be April 12, 2011.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Torrance elects to elects to pay and report the value of EPMC, as set forth above.

Introduced, approved and adopted this 12th day of April, 2011.

Frank Scotto, Mayor

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

ATTEST:

by _____
Patrick Q. Sullivan, Assistant City Attorney

Sue Herbers, City Clerk