Council Meeting of
May 10, 2011

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

Members of the Council:

SUBJECT: City Manager – Adopt RESOLUTION pursuant to Memorandum of Understanding setting forth hours, wages, and working conditions for Torrance Police Commanders Association (TPCA)
Expenditure: None

RECOMMENDATION

Recommendation of the City Manager that City Council adopt a **RESOLUTION** pursuant to a Memorandum of Understanding setting forth the hours, wages, and working conditions for employees represented by the Torrance Police Commanders Association (TPCA) for the period May 10, 2011 to December 31, 2013, and repealing Resolution 2009-25.

Funding

Not applicable.

BACKGROUND AND ANALYSIS

The Torrance Police Commanders Association (TPCA) Memorandum of Understanding (Resolution 2009-25) will expire on December 31, 2011. TPCA has requested a two-year extension of the current MOU with a new term ending December 31, 2013.

The Memorandum of Understanding before Your Honorable Body is for adoption. The MOU 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 January 1, 2012 will contribute the 9% employee's portion to the PERS retirement system. Since TPCA members are promoted from within the Police Department, the annual savings are included in the TPOA calculation at $125,000 per year based on a five-year average of employee attrition. The new TPCA MOU does not include any pay raises or premium adjustments.

The MOU is consistent with the instructions given to the Labor Negotiator by the Mayor and City Council, and the total package was voted upon favorably by the membership of TPCA.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By _____
Aram Chaparyan
Assistant to the City Manager

CONCUR:

_____
LeRoy J. Jackson
City Manager

Attachment: TPCA 2011-13 Memorandum of Understanding

12C

MEMORANDUM OF UNDERSTANDING

TORRANCE POLICE COMMANDERS ASSOCIATION
(TPCA)

2011 – 2013

A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY TORRANCE POLICE COMMANDERS ASSOCIATION

An agreement of the undersigned representatives of the TORRANCE POLICE COMMANDERS ASSOCIATION 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 for the period May 10, 2011 to December 31, 2013, and was reached through agreement of the undersigned parties.

Signed this 5 day of May, 2011.

Management	TPCA
_____	_____
_____	_____
_____	_____

RESOLUTION NO. 2011-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE POLICE COMMANDERS ASSOCIATION (TPCA), AND REPEALING RESOLUTION NO. 2009-25.

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

SECTION I

That Resolution No. 2009-25 is hereby repealed in its entirety.

SECTION II

The following Agreement between representatives of Management and the representatives of the Torrance Police Commanders Association is hereby approved in its entirety to read as follows:

Article 1 - Introduction
Section 1.1 Introduction
Section 1.2 Management Rights and Prevailing Rights

Article 2 - Wage Provisions
Section 2.1 Salary Ranges and Classes
Section 2.2 Base Pay Range
Section 2.3 Longevity Steps
Section 2.4 Methods of Compensation

Article 3 - Special Compensation Provisions
Section 3.1 25-Year Premium
Section 3.2 Compensation for Lieutenants
Section 3.3 Move Up Assignments
Section 3.4 Merit Pay Plan

Article 4 - Premium Pay
Section 4.1 Supervisory Incentive
Section 4.2 Education Incentive
Section 4.3 Management Certificate
Section 4.4 Bilingual Pay

Article 5 - Overtime Provisions
Section 5.1 Exempt from Overtime under the FLSA and Entitlement to Contract Overtime

Article 6 - Benefits
Section 6.1 Employee Insurance
Section 6.2 Deferred Compensation Plans
Section 6.3 Retirement
Section 6.4 Industrial Safety
Section 6.5 Vehicle Allowance

Article 7 - Benefits Related to Time
Section 7.1 Vacation
Section 7.2 Sick Leave
Section 7.3 Annual Leave
Section 7.4 Holidays
Section 7.5 Industrial Injury Leave
Section 7.6 Jury Duty
Section 7.7 Bereavement Leave
Section 7.8 Leave of Absence
Section 7.9 Service Credit
Section 7.10 Special Assignments Upon Request of Employee

Article 8 - Hours of Work
Section 8.1 Normal Hours of Work
Section 8.2 Days Off

Article 9 - Conditions of Employment
Section 9.1 Requirements as to Continuity of Service
Section 9.2 Probationary Period
Section 9.3 Inactive Status
Section 9.4 Nondiscrimination, Equal Opportunity and Harassment
Section 9.5 Exemption From Outside Employment Rule
Section 9.6 Medical Rechecks
Section 9.7 Civil Action
Section 9.8 Exercise of Rights
Section 9.9 Procedure in Administering Discipline

Article 10 - General Provisions
Section 10.1 Meet and Confer Sessions
Section 10.2 Collective Bargaining
Section 10.3 Successor Memorandum
Section 10.4 Job Action
Section 10.5 Dues Checkoff
Section 10.6 Employee Relations Leave

Article 11 - Grievances
Section 11.1 Definition
Section 11.2 Scope
Section 11.3 Procedure
Section 11.4 General Grievance Procedures

Exhibit 1 - Peace Officer Standards and Training

Exhibit 2 - Catastrophic Leave Program

Exhibit 3 - Team Policing

TORRANCE POLICE COMMANDERS ASSOCIATION (TPCA)

2011 – 2013

COMPENSATION PROVISIONS FOR POLICE LIEUTENANT PERSONNEL

ARTICLE 1 - INTRODUCTION

SECTION 1.1 INTRODUCTION

The following is the Agreement regarding wages, hours and working conditions between the representatives of Management, herein referred to as the City, and the Torrance Police Commanders Association, herein referred to as TPCA.

This agreement covers all employees in the classification Police Lieutenant.

SECTION 1.2 MANAGEMENT RIGHTS AND PREVAILING RIGHTS

A) The City shall have the exclusive right to determine the Mission of the Police Department, set levels of service to be performed, direct its employees, reassign non-premium pay assignments, schedule employees, set watches, exercise control and discretion over the Police Department and operations, and determine the methods, means and personnel by which the Police Department's operations are to be conducted, and the levels of service met; provided, however, that the exercise of such rights does not preclude employees or their representatives from meeting and consulting with Management or filing grievances about the consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

B) Prevailing rights, rules of conduct and all other working conditions in effect at the date of this Agreement and not inconsistent herewith shall be continued. Management shall have the right to amend, supplement or add to said rules during the term of this Agreement, provided, however, that Management shall first meet and confer with TPCA in establishing such changes. Such meetings shall be preceded by 72 hours prior notice.

ARTICLE 2 - WAGE PROVISIONS

SECTION 2.1 SALARY RANGES AND CLASSIFICATION

A) **Effective January 2, 2011**, the following monthly salary ranges are hereby assigned to the classification of Police Lieutenant represented by the TPCA:

	Step 1	Step 2	Step 3	Step 4
Police Lieutenant	9401	9542 (Start 8 yrs.)	9634 (Start 13 yrs.)	9875 (Start 20 yrs.)

B) Advancement to the next higher step shall take place on the beginning of the pay period nearest the anniversary of the required years of total and continuous service.

SECTION 2.2 BASE PAY RANGE

A) Definition:

Base salary is set forth in Section 2.1 for a particular classification without consideration of any premiums, longevity, or extraordinary compensation. Base salary is, unless otherwise defined, to be considered within a step pay plan. Except where indicated, said steps will be 5% apart.

B) Starting Pay Rates:

Original appointment to a position within the unit shall be at the first step of a pay range. Based on the recommendation of the Police Chief or designee, initial compensation may be at a higher step in the range for the class based on the outstanding and unusual character of the employee's experience or educational ability over and above the qualification requirements specified for the class. The rate at which an employee will be placed upon hire is within Management's discretion.

C) Step Advancement Within a Base Pay Range:

Salary step advancement within a range shall be on the beginning of the pay period nearest the anniversary of each year of service to the maximum step of the base pay range.

SECTION 2.3 LONGEVITY STEPS

A) "Years of service" is defined as years with the City of Torrance as a sworn officer unless the employee is a lateral (see Section 7.9).

B) Step 2 begins with the start of eight years of service, Step 3 at the start of 13 years of service, and Step 4 at the start of 20 years of service.

SECTION 2.4 METHODS OF COMPENSATION

Compensation shall be determined on a monthly basis and paid on a per hour basis. Hourly rates shall be computed as monthly salary divided by 173.33.

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

ARTICLE 3 - SPECIAL COMPENSATION PROVISIONS

SECTION 3.1 25-YEAR PREMIUM

A) Commencing with the 25th year of total service as a sworn safety employee with the City of Torrance, employees shall receive a premium of 10% above base pay.

B) Advancement shall take place on the beginning of the pay period nearest the anniversary of the beginning of the 25th year of total and continuous service.

SECTION 3.2 COMPENSATION FOR LIEUTENANTS

All Lieutenants covered by this Agreement shall be paid at a higher rate than any of their subordinates. A Lieutenant's rate shall be advanced to a step in his/her salary grade which will provide him/her with a

higher rate of pay one (1) step (not less than 5%) higher than any subordinate's base pay (not counting any premiums) regardless of the supervisor's length of service.

SECTION 3.3 MOVE UP ASSIGNMENTS

A) Objective:

The objective of this Section is to provide an equitable and orderly manner of paying employees for work done and responsibility assumed when that employee is moved up to a higher classification during the temporary absence of another employee.

B) Assignment:

1) When an employee is temporarily absent from his/her job or is on a special assignment or attending educational classes, another employee may be assigned by the Police Chief or his/her designee at his/her discretion to do the work of the absent employee.

2) The Police Chief or designee may permit the position to remain temporarily vacant if in his/her opinion the public health, safety, and welfare are not jeopardized.

3) An employee may decline a move up assignment.

C) Duration of Assignment:

An employee moved up pursuant to this Section shall remain in the higher class until the incumbent returns to duty, subject to the following conditions:

1) Each such assignment shall not exceed 12 months duration.

2) If the work is not performed in a satisfactory manner, the Police Chief or designee may replace the employee who has moved up or leave the position unfilled. Such replacement does not trigger an appeal right by the employee who was moved up.

D) No Probationary Period Credit:

Time served by an employee assigned to a higher class under the provisions of this Section shall not be credited toward that employee's probationary period in the same higher class.

E) Priority for Move Up Assignments:

1) Priority for move up assignments shall be given to employees regularly employed in the next lower classification in the division and on the watch where the vacancy occurs; otherwise, to employees regularly employed in a lower classification and who are among the first three employees on the eligible list for the higher class assuming that such an eligibility list exists.

2) If the absence of the incumbent continues in excess of 60 consecutive days, and an eligible list exists for the class, the Police Chief or his/her designee shall assign the move up position to a person who is among the first three on the eligible list commencing with the sixty-first consecutive day of absence.

F) Determination of Priority

In the event that there is no eligible candidate within the department on the eligible list for the vacant position, the department head or his/her designee may assign any employee under his/her supervision whom he/she certifies is capable of performing the work of the absent employee.

G) Absence of Move Up Employees:

If a moved up employee is absent, another employee may be assigned during such absence, subject to all provisions of this Article.

H) Move Up Pay for Vacant Position:

1) An employee moved up, as provided herein, shall be paid for all days worked in the higher class at a premium of 5% above the current base pay of that employee including earned longevity and special step pay increments.

2) For the purpose of this Section, four consecutive hours or more shall constitute a day or watch.

3) For the purpose of this section, the position of Watch Commander and Field Supervisor is are required to be staffed 24 hours every day, regardless of the nature of any vacancy.

SECTION 3.4 MERIT PAY PLAN

A) Overview

A Merit Pay Plan is established to recognize and reward outstanding performance and encourage employees to continue to exceed expectations set by the Police Chief. The Merit Pay Plan is based on the following principles and practices:

1) Funding for the Merit Pay Plan shall be based on the 1% Manager Cost Factor from the Proposed Budget Labor Compensation Report, adjusted for vacancies.

2) Each January 1, the City will appropriate a dollar amount equal to the value of two (2) times the 1% Manager Cost Factor to fund the TPCA Merit Pay Plan. The first transfer will be prorated to cover the period of March 15, 2009 through December 31, 2009 and will be made on January 1, 2010.

3) The Police Chief shall have the final authority to determine which employees receive a Merit Pay increase. The decision of the Chief is final and is not grievable.

4) As part of the Merit Play Plan, the Police Department will utilize the Management Employee Appraisal Review form (Merit Pay Plan) to evaluate Lieutenants.

5) To qualify for Merit Pay, an employee must receive a minimum overall rating of "Meets Expectations."

6) The availability of Merit Pay does not imply that funds will be fully expended. Any remaining amount in the Merit Pay Plan shall be returned to the General Fund.

B) Goal and Objective Setting Process

The goal and objective setting process is a key factor of the Merit Pay Plan. Goals and objectives must reflect the direction of the Police Department, be understood by the employee, and be attainable and measurable. To facilitate the mutual setting of goals, the employee and the rater shall use the following approach:

1) Captains shall review with the Police Chief the broad terms the goals and objectives that are being proposed for their command prior to meeting with the Lieutenant. This review shall be in conjunction with the setting of department goals and objects and development of the budget work plan.

2) The Lieutenant should be given a minimum of two weeks notice of the pending performance review.

3) During this time period, both the Lieutenant and the Captain shall independently set future goals and objectives that fit the department's and the City's business strategies, 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) Captains shall forward the Lieutenant performance reviews to the Police Chief. The Police Chief will review the performance reviews and based on the overall rating determine eligibility for the Merit Pay.

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.

C) Merit Pay Plan Matrix

1) The Police Chief may award Merit Pay. A maximum cap of 4% of base salary is the limit of the Merit Pay for an individual employee during the life of this contract.

2) The merit pay increase will be permanently added to the employee's base pay.

3) The first Merit Pay increase will be awarded by the Police Chief starting January 1, 2010 and upon the completion and delivery of performance evaluations for 2009 and annually thereafter.

ARTICLE 4 - PREMIUM PAY

SECTION 4.1 SUPERVISORY INCENTIVE

All Lieutenants who supervise staff in an official police capacity having six years of service in the rank of Lieutenant shall qualify for this premium.

Qualification	Monthly Compensation
Commencing with the 6th year of service in the rank of Lieutenant	4% of base pay

Reassignment of personnel to other positions within the Department are made on a routine and periodic basis for the professional development of the employee, and the efficient operation of the Department. Sworn personnel reassigned from premium pay positions that result in reduced compensation are entitled to an administrative appeal.

SECTION 4.2 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.[1]	3% of base pay

A) The POST 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 4.3 MANAGEMENT CERTIFICATE

QUALIFICATIONS	COMPENSATION
Commencing with the fifth year of service in the rank of Lieutenant and the following: • Successful completion of the POST Executive Development class • Obtain the POST Management Certificate[2]	5% of base pay

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 EXEMPT FROM OVERTIME UNDER THE FLSA AND ENTITLEMENT TO CONTRACT OVERTIME

A) The parties agree that employees in this unit (i.e., Police Lieutenants) qualify as exempt from overtime as executive and administrative exempt employees as set forth at 29 CFR

---

[1] 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 with concurrence by the City's Human Resources Director.

[2] The City will continue to pay the Management Certificate premium for employees hired prior to March 15, 2009. All Lieutenants are required to obtain the POST Management Certificate.

Sections 541.100 et seq. and 541.200 et seq. of the Department of Labor regulations implementing the Fair Labor Standards Act. Notwithstanding that exemption, the parties agree that whenever an employee works an overtime shift as the patrol watch commander (Team Staffing Level) he/she shall receive overtime compensation at the rate of 1.5 times his/her regular hourly rate for such shift. Such overtime is provided pursuant to this MOU, not in accordance with the FLSA since these employees are exempt from FLSA overtime.

1) MSL - Any employee who has volunteered for Patrol MSL (Minimum 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 minimum staffing level or in case of an emergency.

2) 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.

3) 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.

ARTICLE 6 - BENEFITS

SECTION 6.1 EMPLOYEE INSURANCE

A) Health Insurance

1) Effective January 1, 2009, the City shall pay $101.00 per month per employee toward medical insurance. The $101.00 employer contribution will apply only toward the health insurance premium of one of the authorized PERS health insurance plans. If the employee does not participate in the PERS insurance plans, the $101.00 cannot be used for any other purpose. Effective January 1, 2010 the amount shall increase to the PERS Mandated Amount, if above $101.

2) The City shall continue payment as provided in Section 6.1.A and B while on an authorized medical leave of absence for a period not to exceed twelve months for any employee covered by this agreement.

B) Active Employees:
In addition to the PERS Mandated Amount (addressed in the matrix below) Active Employees shall be provided with an amount, which may be used by the employee to pay for approved health insurance plan premiums, dental, or vision insurance.

Health Insurance effective February 1, 2011

	1 Party	2 Party	3 Party
PERS Mandated Amount	By Statute or minimum of $101, whichever is greater	By Statute or minimum of $101, whichever is greater	By Statute or minimum of $101, whichever is greater
City Cafeteria Contribution	Total – PERS Mandated Amount	Total – PERS Mandated Amount	Total – PERS Mandated Amount
Totals	$499.36	$1,061.52	$1,312.20
Any amount remaining may be used to offset family dental or towards two-party or family vision.			

Given the increases to the health insurance premiums provided for by this Agreement, it is the intent of the parties to eliminate the previously provided cash contribution (i.e., city cafeteria contribution) to those employees who do not take health insurance from the City. However, given that existing employees have not taken City-paid health insurance have been provided a cash amount as part of their compensation, it is the intent of the parties to "grandfather" existing employees as of the date of approval of this agreement by the City Council with their current cafeteria cash amount of $500.00. Accordingly, employees hired before March 18, 2008 shall receive cash back for any amount up to $500 not used for medical, vision or dental insurance. Employees hired after March 17, 2008 will only have the option of single, two-party, and family health insurance coverage. An employee will receive $101 per month cash back if he or she shows proof of medical coverage from an outside source and does not utilize City provided health insurance.

C) Long Term Disability Insurance / Employee Assistance Program

The City shall contribute $10 per month per employee for long term disability insurance premium payments and for the employee assistance program.

D) Retiree Insurance

Beginning January 1, 2009, the City shall pay $101.00 per month per retiree who elects to participate in the PERS health insurance program toward medical insurance. The $101.00 employer contribution will apply only toward the health insurance premium of one of the authorized PERS health insurance plans. Each year thereafter, during this MOU, the City shall pay the PERS Mandated amount for retirees toward medical insurance.

E) The City will provide a $50,000 life insurance policy for each employee covered by this agreement.

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

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

SECTION 6.2 DEFERRED COMPENSATION PLANS

A) Deferred Compensation Plans Generally

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

B) 457 Plan
A 457 plan is available for all employees. Employee contributions to this plan can include voluntary deductions from pay, overtime payment, excess for medical contributions, annual leave and cash received from accrued vacation and sick leave cash out as described in Sections 7.1, 7.2, and 7.3. In no case can employee or employer contributions exceed the limits set by law.

C) 401(a) Plan
1) The City will contribute $39.23 per pay period to the deferred compensation program for all employees in the who have completed 9 months of service and who did not opt out of the plan as of June 30, 2001. For those employees who opted out of the 401(a) Plan the $39.29 will be contributed to the 457 Plan described above. Any employee not on the city payroll at the designated pay period deposit date will not be eligible for contribution for that period.
2) All new employees shall participate in the 401(a) plan. They may not choose to opt out of the plan.

SECTION 6.3 RETIREMENT

A) The City is in PERS and contracts with PERS to provide the 3% @ 50 retirement formula to employees is this unit as set forth at Government Code § 21632.2. A copy of the City's contract with PERS is on file in the City Clerk's Office. In addition, the City is under contract with PERS to provide Level 4 coverage under the 1959 Survivor's Benefit pursuant to Government Code § 21574 as well as Option 2 Death Benefit pursuant to Government Code § 21548.

B) The City shall pay the employee's 9% contribution to PERS for safety employees of Torrance Police Officers Association pursuant to California Government Code § 20691

C) The nine percent (9%) paid by the City shall be considered as employer-paid member contribution (EPMC) in accordance with Government Code § 20-023 20636(c)(4).

D) Safety employees hired on or after January 1, 2012 shall pay the 9% Employer Paid Member Contribution (EPMC).
1. Section 6.3(C) would no longer be applicable for post January 2012 hires.

E) Employees who terminate after 20 years of total and continuous service, but are not yet 50 years of age, may be deemed by the Chief of Police to call themselves "retired" Torrance Police. This is an honorary designation and has no monetary value except in sick leave cash-out nor does it affect the PERS, City of Torrance, or TPOA interpretation of retirement. At the sole discretion of the Chief of Police, he may issue an identification card suitably marked as Retired. The provisions of this section cannot be unreasonably denied.

F) Retiree Stipend
The City shall pay to TPOA an amount equal to the sum of benefits due current members of TPCA who are retired in accordance with the following program:

1) All retirees who retired prior to June 25, 1995 with a minimum of 10 years of service as a sworn officer with the City of Torrance shall qualify for the stipend plan. A list of the agreed upon qualified retirees to receive the stipend through payments made by TPOA is detailed on the Retirees List Schedule. (To be eligible for this stipend, a retiree had to be receiving a benefit from TPOA's Welfare and Benefit Fund as of July 1, 1997.) The funding criteria, and vesting plan used in calculating the amounts in the Retirees List Schedule is described

in items (a) and (b) below. Surviving spouses shall continue to receive the stipend as indicated on the Retirees List Schedule.

a) Vesting will be at 5% of maximum benefit per year of service. (Example: 10 years of service as a sworn safety officer with the City of Torrance = 50% of maximum benefit; 15 years of service as a sworn safety officer with the City of Torrance = 75% of maximum benefit; and 100% maximum benefit = 20 years of service or greater as a sworn safety officer with the City of Torrance).

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

2) a) All employees who retire after June 25, 1995, with 20 years of service as a sworn safety officer with the City of Torrance and who have reached age 50, shall qualify to receive through TPOA $332.62 per month until he or she reaches age 65. All future surviving spouses of such retirees shall receive a stipend of $150.00 per month. Upon reaching age 65, all retirees and surviving spouses of such retirees shall receive a stipend of $134 per month.

b) The City will contribute annually $52,548 (1.5% cost factor for TPCA) for retiree health, in addition to the amounts provided in sections 1(b) and 2(a) above. The annual amount payable will increase by the same base pay percentage increase for unit employees as was increased during the immediately preceding fiscal year. For the term of this contract, the annual amount payable based on base pay increases the preceding fiscal year is:

- July 1, 2009 $52,548
- July 1, 2010 $54,387
- July 1, 2011 $56,290
- July 1, 2012 $56,290
- July 1, 2013 $56,290

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

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

The additional .5% added to the Stipend in 2009 (which is funded by current employees giving up a .5% salary increase) is intended to cover the cost of making the benefit a lifetime benefit and to expand the pool of eligible retirees in the future. Accordingly, retirees who retire after February 24, 2009 with 15 years of service as a sworn safety officer with the City of Torrance and who has reached age 50 in the 12 months prior to July 1 distribution shall receive 75% of what the retirees that have 20 years of service receive, until he or she passes away in the 12 months prior to July 1 distribution.

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

3) Associate members
   a) The associate members of TPOA have their own associations; therefore, this additional stipend is payable to the associate members as long as their Associations continue to contribute their contracted percent cost to TPOA for the stipend program.

4) Method of Payment
   a) TPOA will invoice the City at the end of each fiscal quarter an amount equal to the stipend agreed to in section 6.3(F)(1 and 2) above.
   b) Required administration fees and contingency reserve funds to be deducted from retiree's stipend.

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

6) In the event the Association desires or for any other reason the Stipend program is discontinued, the 1.5 percent being used to fund the stipend shall be added to base pay for all unit members.

SECTION 6.4 INDUSTRIAL SAFETY

A) Employees shall be required to turn in the designated safety equipment at time of termination. Employees who have completed probation may elect to repay the City a prorated amount for said equipment. The employee shall compensate the City at 100% for the first year of service and thereafter as follows:

After 1 year	90%	After 6 years	40%
After 2 years	80%	After 7 years	30%
After 3 years	70%	After 8 years	20%
After 4 years	60%	After 9 years	10%
After 5 years	50%		

This buyback shall be based upon the original purchase cost. For employees hired prior to July 1, 1993, years of service for purposes of this prorating computation shall commence on July 1, 1993. Purchase cost for all Glock Model 21 pistols shall be based on the initial purchase price for each employee.

B) The City shall pay for the replacement or repair of worn or damaged safety equipment when it is deemed unserviceable and when the replacement is approved by the employee's immediate supervisor and the department head.

A) Employees 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 6.5 VEHICLE ALLOWANCE

Torrance Police Commanders Association (TPCA) members shall receive a monthly vehicle allowance of $100.00 per month/per lieutenant to be paid annually ($1,200 each December). The vehicle allowance will be paid the first pay period in December.

ARTICLE 7 - BENEFITS RELATED TO TIME

SECTION 7.1 VACATION

A) Employees in classifications covered by this Agreement shall earn vacation as follows:

YEARS OF SERVICE

Commencing with	Monthly Hourly Accrual
0 year	5.00 hours
2 years	6.00 hours
3 years	7.00 hours
4 years	8.00 hours
6 years	10.00 hours
10 years	13.35 hours
15 years	14.67 hours
21 years	16.67 hours

B) Employees shall earn vacation and only while on payroll through the City and it shall be prorated on an hourly earned basis.

C) An employee may accrue vacation up to the amount earned over the preceding 24 months, provided, that vacation accrued in excess of one year accrual must receive Police Chief or designee approval. At the warning notification (90% maximum) an employee may choose to take the vacation, with Police Chief or designee approval, or the vacation will be cashed down to the accumulated amount of twenty months when the maximum is reached.

D) Employees may cash in up to 50% of their accrued vacation 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, employees may cash in at 100% of their hourly rate inclusive of longevity. Payment shall be made no later than the last pay period of the months named. Employees cashing out vacation must cash out at least 24 hours with at least 38 hours remaining after such cash out. Cash out may be taken as **deferred income in the City's 457 plan** subject to the provisions of the City's plan and subject to an understanding that such shall not be construed as earned income for retirement purposes, but rather an alternative means of receiving cash for vacation. (Any change in this interpretation shall require the liability for both the employee's and the employer's share of any retirement contributions to be assumed by the employee from the date of the inception of this program.)

E) The provisions regarding requests for scheduling and use of vacation are addressed in the Department Manual.

F) Effect of Separation

1) Vacation Borrowed
Any employee who does not have any accrued vacation may borrow up to 40 hours of unearned vacation subject to the approval of the Police Chief or his/her designee. Once

an employee starts to earn vacation, it will be credited against the amount borrowed. Thus, an employee with a balance of borrowed vacation will not be able to accrue vacation. Any vacation owed by a terminating employee shall be deducted from the employee's final pay.

2) Vacation Not Taken
Any vacation owed to a terminating employee shall be added to the employee's final pay at hourly rate plus longevity. (In case of retirement the employee may choose to use said vacation or cash it in. If added to final pay, it shall include projected hours earned.)

SECTION 7.2 SICK LEAVE

A) 1) Sick leave is a benefit and not a right to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this section.

2) Sick leave shall be earned by permanent and probationary employees in the following manner:

B) Summary:

SICK LEAVE ACCRUAL

Accrual Rate	Compensation
8 hours	Monthly (prorated on an hours worked basis)

MAXIMUM ACCUMULATED ACCRUAL

Hire Date	Maximum Accrual
After July 20, 1975	800 hours
Before July 20, 1975	1,000 hours

BORROWED SICK LEAVE

Commencing with year of service:	Maximum Loan
0 - 3 years	Up to 173.3 hours.
4 – thereafter	May borrow one shift increments up to 8 shifts.

SICK LEAVE (LOAN) REPAYMENT

Years of Service:	Repayment:
0 -3 years	8 hours per month of service.
4 – thereafter	Within 60 months (may use vacation or annual leave with approval). After 60 months loan will be deducted from unused vacation

C) Sick Leave Accrual:

1) All employees shall earn 8 hours of sick leave per month.
2) Employees with 1,000 or more hours of accrued sick leave as of July 1, 1979, shall have no maximum accrual.

D) Borrowing and Repayment of Sick Leave:

1) During the first three years of employment an employee may be authorized unearned sick leave for illnesses in excess of four work shifts. Such authorization cannot exceed

a total of 173.33 hours per employee. Such shall require the authorization of the Police Chief or designee but shall not be unreasonably denied. The loan shall be paid back at the rate of eight (8) hours per each month of service.

Existing employees who have current loans and future loans must be repaid in no more than 60 months of service or will be deducted from unused vacation. (Such may, with the approval of the department head, be done through the use of vacation or annual leave if the employee so desires.)

E) Use of Sick Leave:

Misuse or excessive use of sick leave shall be grounds for disciplinary action.

F) Notification of Sickness:

1) To receive compensation while absent on sick leave, the employee shall notify his/her supervisor in the manner provided in department rules and regulations.

2) An employee who has been counseled about sick leave usage within the preceding 12 months may be advised to furnish reasonable evidence, including a written statement from a medical professional, to substantiate any request for sick leave of one day or more.

3) The Department may require a written statement from a medical professional without prior counseling where the absence is greater than three consecutive work days or in cases where there is evidence of a specific violation of departmental work rules.

G) Family Sick Leave:

In accordance with California Labor Code Section 233, employees may use one-half (1/2) of their annual accrued sick leave (48 hours) per calendar year for the sickness of a child, parent, spouse, registered domestic partner, mother-in-law, father-in-law, sister, brother, stepfather, stepmother, grandparents, grandchildren or guardian.

H) Return from Sick Leave:

Upon return from sick leave, an employee may be required by the Police Chief or designee report for examination by the City medical examiner to determine fitness for duty.

I) Conversion of Sick Leave Insurance:

1) At the time of termination, except for disciplinary discharge involving public funds or conviction of a felony, after the appropriate years of service an employee covered by this Agreement shall have his or her accumulated sick leave converted by the City into cash on the following basis:

a) After 18 months of service in a class covered by this agreement, each hour of accumulated sick leave shall equal ¼ hourly pay.

b) After 7 years of service in a class covered by this agreement, each hour of accumulated sick leave shall equal ½ hourly pay.

c) After 20 years of service in a class covered by this agreement, each hour of accumulated sick leave shall be paid at 100% hourly pay inclusive of current educational incentive.

At retirement each hour of accumulated sick leave shall equal 100% hourly pay inclusive of current educational incentive. (Such includes projected time accrued.)

Hour for hour shall be paid to a beneficiary in case of death of an employee.

2) Employees with 1,000 or more hours of accrued sick leave as of July 1, 1979, shall have no maximum accrual.

3) For those who in the 401(a) plan:

a) Any hours of sick leave which would have been granted but unused over 1,000 hours (for those hired before July 20, 1975) or 800 hours (for those hired after July 20, 1975), shall be automatically converted into the 401(a) plan as adopted by the City Council.

b) For employees who have no maximum sick leave accrual (employees with 1,000 or more hours of accrued sick leave as of July 1, 1979), the following will occur:
- Employees who have irrevocably opted to participate in the 401(a) plan, may cash down to 1,000 hours.
- For those who elect not to participate in the 401(a) plan, any cash down of the sick leave can go into a 457 plan or cash, subject to the maximum deferrals under the law.

4) Employees reaching the maximum accrual of 1,000 hours shall have their accrual over 1,000 hours converted to cash or the 457 deferred compensation plan and will receive 100% hours pay for each such hour.

J) Retiring Employee:

A retiring employee may select cash payment as provided for unused sick leave or may choose to make use of same on an hour for hour basis, or a combination of the two.

An employee may choose to cash in sick leave at 100% hours pay in excess of 300 hours when taking vacation. The amount of sick leave cash out may be less than or equal to the amount of vacation time taken on an hour for hour basis. Such shall require 28 days prior notice on forms provided by the City.

K) Catastrophic Leave:
The parties have agreed to a catastrophic leave program as described in Exhibit 2 to this MOU.

SECTION 7.3 ANNUAL LEAVE

A) Earning: Effective July 7, 1996, each employee shall earn in addition to vacation, annual leave as follows:

MONTHS OF SERVICE

Commencing with	Monthly Compensation
13th month	6.00 hours
25th month	8.00 hours

B) Annual leave shall be eliminated by:

1) Employee taking one (1) or more day off during normal 28 day schedule subject to Police Chief or designee approval; or
2) Cash out as described in 7.3(C) below;
3) Adding a maximum of forty (40) hours to scheduled vacation subject to Police Chief or designee approval.

C) Annual Leave will be cashed out as follows:

By notifying the Finance Department on or before the 5th of February, May, August, and/or November of each year, employees may cash out at 100% of their hourly rate inclusive of longevity. Payment shall be made no later than the last pay period of the months named. If no requests to cash out are made, employees may accrue annual leave up to the amount earned over the preceding 12 months. After a warning notification (90%), annual leave will be cashed down to the accumulated amount of eight months when the maximum is reached. If an employee chooses to use sick leave and/or vacation at the time of retirement, all accrued annual leave shall be cashed in at the end of such use, and shall not be taken as additional time.

D) Deferred Income

An employee may select to defer into the 457 plan any cash in of annual leave in the same manner as for vacation. Upon separation or retirement, any unused annual leave on the books may be deferred into the Retirement Savings Health Plan in increments of 10% up to 100%.

E) Personal Leave for Uniformed Personnel

Three shifts of earned annual leave per calendar year may be used for personal leave subject to departmental guidelines. The leave shall not be accruable from year to year and, if used, shall be deducted from annual leave.

F) Management Leave (Non-patrol assignments)

At the Police Chief's discretion, four additional days off per calendar year may be approved for Lieutenants working extended shifts due to emergency incidents and extended call-outs. The Lieutenant's shift may not be backfilled. Management leave will not come out of the employee's accrued leave.

SECTION 7.4 HOLIDAYS

A) Holiday Pay

Employees covered by this agreement shall be paid eight (8) hours pay (base pay plus PERS) for the following twelve (12) holidays:

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- 4th of July
- Labor Day

- California Admissions Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

These holidays shall be paid as described above or may be taken as deferred compensation into the City's 457 plan and shall not be taken as time off.

SECTION 7.5 INDUSTRIAL INJURY LEAVE

A) In the event that an employee covered by this Agreement sustains an injury or illness occurring in the course of his/her employment with the City, the employee shall be entitled to those compensation prescribed by State law and all items of compensation specified in this Agreement.

B) An employee on industrial injury leave shall be under the direction of the City. He/she shall be available during City business hours subject to the advice of his/her treating physician.

C) An employee on industrial injury leave shall be subject to the rights, protection and responsibilities of the Administrative Rules as shown in Administrative Memorandum 17.

SECTION 7.6 JURY DUTY

Any employee covered by this agreement who is duly summoned to attend any court, during the time regularly required for his/her office of employment, for the purpose of jury service, shall be entitled, while engaged and actually serving, to his/her regular compensation, provided that he/she deposits his/her jury service fees other than for mileage reimbursement pursuant to the provisions of Administrative Rules, provided, however, that such shall be allowed to an employee only for the minimum time required by law.

SECTION 7.7 BEREAVEMENT LEAVE

A) Each employee covered by this agreement shall be entitled to up to three work shifts of bereavement leave, with pay per death of eligible family members. 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, stepfather, stepmother, stepchildren, grandparents or grandchildren.

B) Additional leave of up to two work shifts may be granted by the Police chief or designee (at his/her discretion) due to a death or funeral which occurs out of state, or in the state of excess of three hundred (300) miles from the borders of the City of Torrance. In the event there is a question of the distance of a locale from the City, then a map from www.Mapquest.com shall be the deciding factor in the applicability of this section.

C) Such bereavement leave shall apply to a death in the immediate family as defined above. In addition, up to one work shift of this leave may be used for a relative not named above, subject to verification by the Police Chief or designee.

D) Bereavement leave shall not be accruable from year to year nor shall it have any monetary value if unused.

E) The City shall have the right to require verification from the employee.

SECTION 7.8 LEAVE OF ABSENCE

A) Family Medical Care Leave Act

The City will follow the requirements of the Federal Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) which provides for up to 12 weeks of leave for the serious health condition of an employee, his/her child, parent, spouse or registered domestic partner, or to care for a newborn or child placed in the employee's home for adoption or foster care. The City utilizes the rolling year (look back over the previous 12 months) for purposes of administering the law.

B) Leave Without Pay:

1) A leave of absence without pay not to exceed five working days may be granted to any employee by the Police Chief or designee.
2) A leave of absence without pay for more than five working days, but not to exceed one (1) year, may be granted to any employee by the City Manager at his/her discretion.
3) A leave of absence without pay may be granted to any employee by the City Manager at for the purpose of accepting a temporary appointment to a State, County, Federal or local law enforcement agency.

C) Application for Leave of Absence

A request for leave of absence shall be forwarded to the appropriate authority in advance of the beginning date of the leave, upon forms supplied by the City, giving title of the position, the beginning and the ending dates of the leave requested, a statement of the reasons for such leave, and signed by the employee.

D) Refusal of Leave of Absence

The Police Chief or designee-or the City Manager shall refuse a leave of absence if such a leave is found to be contrary to the good of the City. A leave of absence for medical reasons if supported by medical documentation by a physician regarding the employee's functional limitations related to the performance of the essential functions of the job shall not be unreasonably denied except where there is no probability of return to work by the employee; or where the employee has exhausted the maximum leave of absence. Where the leave is refused, the employee must return to work or be terminated.

E) Holding Position Open

Upon the expiration of the leave of absence, duly granted in accordance with the provisions of this Section, an employee shall be returned to the same position or class of position he/she occupied when the leave of absence was granted.

F) Medical Examination at Termination of Leave

If the City Manager has determined that an employee is unable to return to work for medical reasons he/she shall not return to work but shall have the right to submit the matter through medical review appeals procedure (hearing at the Civil Service Commission). Decision of the medical examiner shall be final.

G) Military Leave of Absence

A leave of absence for military service shall be granted to any employee as required by the laws of the United States or the State of California.

H) Return from Military Leave

Any employee returning from military leave shall have all rights and privileges granted by Federal law.

SECTION 7.9 SERVICE CREDIT

A) Except for lateral transfers from other California cities and individuals who attend a California P.O.S.T. accredited academy on their own, individuals who join the Department after receiving a certificate of completion from a California P.O.S.T. accredited academy shall be credited with five months of service for the following: vacation, annual leave, education incentive, and eligibility for promotions. This shall only be for the purpose of establishing future accrual rates and has no accrued monetary value.

B) In computing service credit for lateral transfers from other California cities for purposes of determining eligibility for education incentives, deferred program, promotional examination, and step increases for Lieutenants to Steps 2, 3, and 4, up to two years of the required service may be substituted on the basis of one year credit for every two years of paid full-time external experience in police work as a sworn officer.

C) For purposes of this section, police experience shall be defined as any work normally done by officers of the Torrance Police Department including Sheriff's deputies assigned to jail duties on a regular assigned basis. No credit is allowed for military service or time spent working in a federal or state custody facility.

D) Appointment to a sworn position with Torrance Police Department shall determine departmental seniority.

SECTION 7.10 SPECIAL ASSIGNMENTS UPON REQUEST OF EMPLOYEE

A) Employees on special assignment shall receive all of the benefits of this MOU except:

1) Employees assigned to a regional task force; loaned to another agency as an instructor or operative; attending school as set forth in the Department Training policy; or, participating in any assignment of prolonged duration away from normal duties shall work the schedule of such assignment.

2) Any expectation required of any assignment shall be followed as if it were an expectation of the employee's normal assignment (e.g., random drug test).

3) Disciplinary matters arising during such an assignment will be adjudicated by the Department rather than the other agency.

4) Should the employee seek compensation, hours worked in excess of hours the employee would have worked in a normal assignment shall be compensated by overtime either from the other agency or the City of Torrance.

5) Expectations established by the other agency will be reviewed and approved by the Department, TPCA and the employee prior to such assignment.

ARTICLE 8 - HOURS OF WORK

SECTION 8.1 NORMAL HOURS OF WORK

A) Lieutenants assigned to the 4/10 schedule shall be in actual attendance on duty 9½ hours each work day (9 hours for employees on "0" Watch) inclusive of time allowed for meals, briefing, and training and shall work an average of 38 hours per week (36 hours on "0" Watch) during the 28-day work period.

B) Lieutenants assigned as an Area Commander to the Patrol Bureau shall be in actual attendance on duty either 9½ hours each work day Monday through Thursday (9 hours for employees on "00" Watch) or 12½ hours each work day Friday through Sunday (12 hours for employees on "18" watch) inclusive of time allowed for meals, briefing, and training. Employees assigned Monday through Thursday shall work an average of 38 hours per week (36 hours on "00" Watch). Employees assigned Friday through Sunday shall work an average of 37½ hours per week (36 hours on "18" Watch) during the 28-day work period.

C) For pay purposes, employees under subsections A/B) shall be compensated as if 40 hours per week were worked and all computations for hourly pay shall be at the rate obtained by dividing the monthly salary by 173.33.

SECTION 8.2 DAYS OFF

Employees regularly assigned to work day of 9 or 9½ hours shall have 12 days off each 28-day work period. Employees regularly assigned a work day of 12 or 12½ hours shall have 16 days off each 28 day work period.

ARTICLE 9 - CONDITIONS OF EMPLOYMENT

SECTION 9.1 REQUIREMENTS AS TO CONTINUITY OF SERVICE

A) Service requirements for advancement within salary ranges for vacation, sick leave, longevity pay, special step pay, and educational incentive pay shall be based on continuous and total service as a regular employee.

1) Authorized leaves of absence without pay of 10 working days or less and leaves with pay shall not interrupt continuous service nor be deducted from total service.

2) Authorized leaves of absence without pay in excess of 10 working days, except for extended military leave, shall be deducted in computing total service, but shall not serve to interrupt continuous service.

3) Any authorized industrial accident leave shall not be deducted from total service and shall not break continuity of service.

4) For sworn personnel who voluntarily leave the City and then are rehired within 12 months of their separation, the time spent separated from the City shall be treated as though it were a leave of absence.

B) Abandonment of Position

1) All unauthorized absences without leave of three or more days in any 30 day period shall be grounds for disciplinary action except where it can be shown that the employee could not respond due to a bona fide emergency (the employee shall be docked for any time not worked). Any unauthorized leave in excess of three work days in any 30 day period shall be deducted from total service and may at the discretion of the City Manager interrupt continuity of service. A break in the continuity of service shall mean that an employee would begin again anew.

C) Current employees who terminated under Section 6.3(B), 20-year retired Torrance Police, and were subsequently rehired by the City shall not be deemed to have broken continuity of service.

SECTION 9.2 PROBATIONARY PERIOD

A) An employee covered by this MOU who is promoted to the next highest rank shall be on probation for that rank for a period of six months from the date of appointment. A promoted employee who fails probation into the promoted-into rank shall be entitled to his/her previous classification.

B) Probationary periods will be extended if the employee's performance of normally assigned duties are interrupted by industrial injury, extended illness/injury (in excess of 10 calendar days), light duty, extended vacation leave (in access of 10 calendar days), or a leave of absence in excess of one pay period. Such extension shall be equivalent to the time lost. The probationary period will be extended by the amount of time equal to the time absent.

SECTION 9.3 INACTIVE STATUS

A) Subject to the approval of the employee's department head, the City Manager and the Civil Service Commission, an employee may request inactive status:

1) Such a request may be made before the termination of an employee or within thirty (30) days of such termination.
2) The inactive status shall continue for no more than one year.
3) Inactive status shall qualify a past employee to be certified as a name in addition to the three (3) promotional eligibles for a vacant position in the classification from which he/she was terminated.
4) No employee benefits shall accrue during such inactive status and the employee shall have a break in continuous employment.

SECTION 9.4 NONDISCRIMINATION, EQUAL OPPORTUNITY AND HARASSMENT

A) The City and the TPCA agree that both parties have a crucial role in the development and implementation of equal opportunities. Both parties mutually accept responsibility for carrying out these provisions of this agreement. Neither party shall be responsible for the other party's negligence.

B) The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest potential. The City will implement the redesigning of jobs where feasible and provide on-the-job training and work study programs and other training means.

C) The provisions of this Agreement shall be applied equally to all employees without regard discrimination as to age, sex, gender, sexual orientation, marital status, race, color, creed, religion, national origin, union affiliation, political affiliation, disability and any other protected classification subsequently recognized by the law.

D) All employees are required to report any alleged discrimination or harassment in accordance with the City's Non-Discrimination Policy so it can be addressed immediately.

SECTION 9.5 EXEMPTION FROM OUTSIDE EMPLOYMENT RULE

Section 14.37.1 – 14.37.3 of the Torrance Municipal Code shall apply to employees covered by the provisions of this Agreement including the restrictions as to joint employment, administrative rules regarding the use of uniforms and City equipment, and a prohibition against working any labor strike; private investigation function or any liquor store or bar serving alcohol. The City shall be apprised by employees of their outside employment and the employee shall constrain outside employment if directed by the City doctor (provided in the latter case the employee may appeal in the manner prescribed under Section 8.6). In addition, any employee on leave pursuant to Labor Code section 4850 is required to report any outside employment to his/her supervisor upon receipt of any income from such employment.

SECTION 9.6 MEDICAL RECHECKS

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

SECTION 9.7 CIVIL ACTION

Employees covered by this Agreement shall have the right, upon notification to the Police Chief, to bring civil suit against any person or group of persons, including heads or members of business, social or educational organizations, for damages suffered either pecuniary or otherwise, or for abridgment of their civil rights on account of their performance of official duties.

SECTION 9.8 EXERCISE OF RIGHTS

No employee shall be discharged, disciplined, demoted or denied promotion, or otherwise discriminated against in regard to his/her employment, or be threatened with any such treatment, by reason of his/her lawful exercise of the rights granted herein and/or the exercise- of his/her rights to initiate and pursue a grievance.

SECTION 9.9 PROCEDURE IN ADMINISTERING DISCIPLINE

A) Whenever a determination is made to administer discipline which constitutes suspension, demotion or termination, the following will be adhered to:

1) Prior to the imposition of a suspension, demotion, or discharge, an employee shall receive a written statement of charges and nature of the recommended discipline, at least five (5) days prior to the scheduling of a Skelly conference.

2) Any employee recommended for such discipline shall be afforded an opportunity to respond to the charges before the City Manager or his/her designee in accordance with the procedures established by the City Manager. The decision of the City Manager or his/her designee shall be given to the employee in writing.

a) Prior to the administration of a disciplinary suspension of fifteen (15) days or less, the concerned employee is entitled to "Skelly" Conference with the Chief of Police or designee on the matter. The Chief of Police shall act as the hearing officer during this hearing.

b) Prior to a suspension of more than fifteen (15) days, a demotion or a discharge from City employment, the concerned employee is entitled to a "Skelly" Conference with the City Manager or designee.

3) Any employee who has been suspended, demoted or discharged, may, within ten (10) days following the date of service of written notice of the imposition of discipline, file a written request with the Civil Service Commission for a review of such suspension, demotion or discharge.

ARTICLE 10 - GENERAL PROVISIONS

SECTION 10.1 MEET AND CONFER SESSIONS

Up to four TPCA representatives shall be allowed to participate in meet and confer sessions with no loss in regular pay and benefits.

SECTION 10.2 COLLECTIVE BARGAINING

The parties acknowledge that during the meet and confer process which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 10.3 SUCCESSOR MEMORANDUM

Each party shall exercise its right to present bargaining proposals for a successor agreement no earlier than 120 days prior to the expiration of this agreement and no later than 90 days.

SECTION 10.4 JOB ACTION

A) TPCA and its members agree that during the term of this Agreement there shall be no strike, slowdown, blue flu or other concerted job actions.

B) In the event of an unauthorized job action, the City agrees that there will be no liability on the part of the TPCA provided the employee organization promptly and publicly disavows such unauthorized action; requests the employees to return to work and attempts to bring about a prompt resumption of normal operations; and provided further that the employee organization notifies the City in writing within 48 hours after the commencement of such job action, what measures it has taken to comply with the provisions of this section.

C) In the event such actions by the employee organization have affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action.

SECTION 10.5 DUES CHECKOFF

The TPCA is authorized to use payroll deductions for collecting employees organization dues pursuant to appropriate Finance Department procedures.

SECTION 10.6 EMPLOYEE RELATIONS LEAVE

A) An amount equal to 22 work shifts (a work shift equals 9.5 hours) or 209 hours per fiscal year shall be available to employees to participate in Employee Relations leave activities outside the City. Upon of approval of the Chief of Police, an additional discretionary three shifts or 28.5 hours per year may also be used.

B) The City will track the annual hours used, by employee. Unused hours from the previous year can be carried over and will be used first in the subsequent year; however, the total maximum number of hours carried over plus the current year (22 shifts) cannot exceed 30 shifts exclusive of the discretionary shifts. The three discretionary shifts cannot be carried over.

C) Additionally, TPCA may purchase a maximum of 162.5 additional hours each year after the annual 25 shifts (237 hours; 209 hours plus 28.5 hours) have been used. The cost of the 162.5 hours will be calculated based upon the composite rate (composite rate means regular pay, longevity pay, education incentives, and all pay premiums) of pay of the actual employee who uses the hours times the number of hours used. Payment of any outstanding balance must be made monthly to the City with the entire balance paid in full by each fiscal year end. Any unpaid balance at fiscal year end will be deducted first (before any other use of the new fiscal year's balance) from the subsequent year's beginning amounts (25 shifts or 237 hours) on an hour for hour basis.

ARTICLE 11 - GRIEVANCES

SECTION 11.1 DEFINITION

A grievance is a complaint by one or more employees concerning the application or interpretation of ordinances, rules, policies, practices or procedures affecting employee's wages, hours, and working conditions. Anything specifically exempt from the grievance procedure per this MOU as well as non-disciplinary re-assignment to another shift is not subject to the grievance procedure.

SECTION 11.2 SCOPE

This procedure shall be used to resolve every grievance for which no other methods of solution are required by law; provided, however, that it shall not include a complaint arising from disciplinary action.

SECTION 11. 3 PROCEDURE

A) First Step: Supervisory Level

1) The aggrieved employees shall meet and consult with the employee's immediate supervisor.
2) The grievance may be presented in writing on forms provided by the City.
3) The immediate supervisor may ask one of his/her superiors to participate, excluding the Police Chief.
4) If a grievance is against the Police Chief, the employee shall appeal to the City Manager.

B) Second Step: Police Chief Level

1) The aggrieved employee(s) and/or a representative shall meet with the Police Chief and/or his/her designee or City Manager if grievance is against the Chief.
2) The Police Chief may require the employee's superiors to be present at such conference.
3) The grievance shall be in writing on forms provided by the City.
4) If the grievance is not resolved by the end of the fifth full working day after being received by the department head, the employee may within 15 working days appeal in writing to the City Manager.

C) Third Step: City Manager Level

1) The aggrieved employee(s) and/or a representative(s) shall meet with the City Manager or a designee.

2) The City Manager may require the Police Chief or his/her designee to be present at such conference.

3) If grievance is not satisfactorily resolved by the end of the fifth full working day after being received by the City Manager, the employee may appeal in writing within 10 working days to the City Manager for binding arbitration. If the employee fails to appeal, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

E) Fourth Step: Arbitration

1) Within five working days after receipt of any such request, the City Manager or a designee shall call the parties together for a hearing on the grievance.
2) If the grievance is not resolved by the end of the third working day after being heard by the City Manager or his/her designee, the employee may within 15 working days appeal to arbitration.
3) The Arbitrator shall be impartial; and if the parties cannot agree upon an arbitrator, he/she shall be selected from a list of seven names submitted by the American Arbitrators' Association. If the agreement cannot be reached from among these names, each of the parties shall strike names from the list in rotation until only one name remains. Priority in striking shall be decided by a flip of a coin.
4) The Arbitrator shall conduct a hearing within a reasonable time period, in accordance with Part 3 of Title 9 of the California Code of Civil Procedure.
5) The decision of the Arbitrator shall be final.

SECTION 11.4 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. All extensions must be memorialized in writing.

B) The aggrieved employee(s) and representative(s) shall be allowed reasonable time 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 the arbitrator shall be equally shared by the City and the grieving employee.

D) A grievance shall be considered untimely if not presented by the employee within thirty (30) calendar days of the alleged grievance.

E) Written grievances shall be on a form provided by the City.

SECTION III SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this 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 ____ day of May, 2011.

_____
Mayor of the City of Torrance

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By_____
Patrick Q. Sullivan
Assistant City Attorney

EXHIBIT 1

PEACE OFFICER STANDARDS AND TRAINING

1) Applicant for the award of the Regular or Specialized Intermediate Certificate must:

   a) Possess or be eligible to possess a basic certificate; and
   b) Satisfy the prerequisite basic course raining requirement as described in PAM, Section 1005(a), and have acquired the training and education points and/or the college degree designated and the prescribed years of law enforcement experience in one of the following combinations:

INTERMEDIATE

Minimum Training Points Required	15	30	45		
Minimum Education Points or Degree Required	15	30	45	Associate Degree	Baccalaureate Degree
Years of Law Enforcement Experience Required	8	6	4	4	2

2) Applicant for the award of the Regular or Specialized. Advanced Certificate must:

   a) Possess or be eligible to possess an intermediate certificate; and .
   b) Satisfy the prerequisite basic course training requirement and have acquired the training and education points and/or the college degree designated and the prescribed years of law enforcement experience in one of the following combinations:

ADVANCED

Minimum Training Points Required	30	45			
Minimum Education Points or Degree Required	30	45	Associate Degree	Baccalaurea te Degree	Masters Degree
Years of Law Enforcement Experience Required	12	9	9	6	4

EXHIBIT 2

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 whose accrued leave balances have been exhausted.

Policy

The Catastrophic Leave Program allows an employee to transfer eligible leave hours (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 or lengthy substantial medical treatment. The illness or injury further creates a financial hardship because the employee has or will exhaust all leave time. For the purpose of the Catastrophic Leave Program, qualifying family member shall mean an employee's parents, step parents, spouse, registered domestic partner, children and 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 begin
- To supplement short-term and/or long-term disability benefits
- To cover the time used on unpaid Family Leave

Procedures / Guidelines for Using Catastrophic Leave

1. Leave of Absence paperwork[1] must be submitted to the Human Resources Department. It should include medical certification of a serious health condition per the FMLA guidelines 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. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's 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.
5. Employees who are approved for the Catastrophic Leave Program due to a qualifying family member's 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.

---

[1] Leave of Absence Paperwork consists of "Request for Leave of Absence" form and either a form for personal illness or a "Family Medical Certification" form (for family illness).

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.

    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. Donations of Catastrophic Leave hours are made on a voluntary basis.
3. All donated time must be in increments of one hour or more.
4. Donations 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.

EXHIBIT 3

TEAM POLICING

Patrol Shifts

- Patrol Area Commander will select their shift by seniority absent Department needs.
- 4/10 start times (Monday through Thursday)
  - 06-Watch (0600-1530)
  - 15-Watch (1500-0030)
  - 22-Watch (2200-0700)
- 3/12 start times (Friday through Sunday)
  - 06-Watch (0600-1830)
  - 18-Watch (1800-0600)
- A Patrol Area Commander may request to switch shifts with the approval of the Patrol Bureau Commander.

Patrol Deployment Cycles

- There will be two Deployment Cycles within the 13-deployment period year.
- Deployment Cycle 1 is DP-02 to DP-07 and Deployment Cycle 2 is DP-08 to DP-13 each year.
- Patrol Area Commanders are allowed to stay on the same shift for two consecutive Deployment Cycles. They must then move to another shift for one Deployment Cycle.

Patrol Day Trades

- Day trades must be voluntary between the involved employees.
- Allowed between 4/10 and 3/12 schedules without overtime compensation or shift-hour reduction.
- Patrol Bureau Commander must be notified of the day trade.

Areas of Responsibility

- Patrol Area Commanders will select Areas of Responsibility by seniority with the final approval of the Patrol Bureau Commander.
-
- Patrol Area Commanders will have management responsibility for one or two teams.
- Patrol Area Commanders will also have an area responsibility that coincides with their teams.
- Patrol Area Commanders will work closely with Community Affairs to ensure that proper Department representation was provided at community events in their areas.
- Patrol Area Commanders are responsible for ensuring that any crime or quality of life issues are handled in a timely and effective manner.

- The Patrol Bureau Commander would have responsibility to select the Patrol administrative lieutenant. This position would be rotated on an annual basis unless Department needs dictate otherwise.

Department Vacations

- Only one Patrol Area Commander including the Patrol Administrative Lieutenant shall be on vacation at a time.

- Deployment Cycle 1 vacations will be selected by seniority preference in October.

- Deployment Cycle 2 vacations will be selected by seniority preference in April.

- Priority vacation selections (Primary and 2 Secondary selections) are always transferable to another division.
  - Limit of three per year.
  - Primary vacation selection is the number one choice for the year.

- Non-priority vacation selections are not always transferable to another division.
  - Would have to conform to the guidelines of the bureau receiving the transferred employee
  - Consists of picks made after priority vacations selections.

- Lieutenants returning to Patrol would maintain their primary vacation selections.
  - Vacations would have to be adjusted to coincide with the fixed-days of the Patrol Watch schedule. This may necessitate the use of additional V and/or X days.

- All non-patrol lieutenants will select vacations per the department manual.