

**RESOLUTION NO. 2023-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR POLICE TRAINEES AND FIRE RECRUITS BEGINNING JANUARY 29, 2023, AND REPEALING RESOLUTION NO. 2018-87**

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

**SECTION I**

That Resolution No. 2018-87 is hereby repealed in its entirety.

**SECTION II**

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

***Effective January 29, 2023***

**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 hourly 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 Trainees and Fire Recruits:

***Effective January 29, 2023***

<b>Classification</b>	<b>Basis</b>	<b>Step 1</b>
Police Trainee	Hourly	24.92
Fire Recruit	Hourly	40.54

The Fire Trainee hourly rate shall be set at the annual rate of Step 1 Fire Fighter divided by 2,080 hours.

## **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 Recruit may be assigned to a Fire Crew during a major incident.

### **SECTION 2.2 INDUSTRIAL SAFETY**

- A. In the event that a Police Trainee or Fire Recruit sustains an injury during the recruit period that arises out of and occurs during the course of his/her employment with the City, the Police Trainee or Fire Recruit 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 Police Trainee or Fire Recruit 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:
  - 1. The City shall pay the applicable PERS minimum contribution per employee for active and retired employee health insurance. The PERS minimum contribution can only apply toward the health insurance plans. If the employee does not participate in the City's insurance plans, the PERS minimum contribution cannot be used for any other purpose. This amount may be increased from time to time by statute.
  - 2. Cost of Medical Insurance for employees covered by this agreement: In addition to the PERS minimum contribution, the City shall provide active employees with an additional contribution which may be used by the employee to pay for approved health insurance plan premiums, dental or vision insurance ("Cafeteria Contribution.") The aggregate amount of the Cafeteria Contribution and the PERS minimum contribution shall be referred to as the "City Contribution." The Cafeteria Contribution will be calculated by deducting the applicable PERS minimum contribution from the total City Contribution. The City Contribution cannot be taken in cash and will only be made by the City to the extent of the eligible employee's election of insurance pursuant to the limitations in this Section 3.1. Employees may opt-out of City-provided benefits.

	<b>No Coverage</b>	<b>1 Party</b>	<b>2 Party</b>	<b>3 Party</b>
Cafeteria Contribution	\$0	\$597.68 less the PERS Minimum Contribution	\$1,140.36 less the PERS Minimum Contribution	\$1,595.96 less the PERS Minimum Contribution

**SECTION 3.2 SAFETY EQUIPMENT**

A. At the time of hire Fire Recruits 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 Trainee, 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        |
| Northface jacket, black, emb.<br>Last Name on r/chest (gold) | Key Holder         |
| Basketweave trouser belt                                     | Baton (black wood) |
| Sam Browne belt  | Baton ring         |
| Holster  | OC Case            |
|  | Uniform Cap        |

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 Trainees and Fire Recruits 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. Police Trainees and Fire Recruits 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. Police Trainees and Fire Recruits shall be entitled up to five (5) working days bereavement leave without pay for family, in accordance with California Family Rights Act. Bereavement leave is without penalty of loss of job. Additional leave without pay may be granted for out-of-state death.
- B. Family for the purpose of this Section shall be defined by the California Fair Employment and Housing Act.

### **SECTION 3.4 JURY DUTY**

Any Police Trainee or Fire Recruit 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 hired prior to January 1, 2013 shall be covered by the City contract with the Public Employees' Retirement System 2% at 55 plan (per Government Code § 21354) including military buyback and highest single year retirement option (per Government Code § 20042).
- B. Employees hired prior to January 1, 2013 shall be responsible for the employee's contribution to PERS, currently 7% of pay.

(3) In accordance with the provisions of the Public Employees Pension Reform Act (PEPRA), employees covered by this agreement hired on or after January 1, 2013 who do not qualify as "classic members" of PERS, shall be considered "new members" and shall be enrolled in the 2% at age 62 defined benefit formula with final compensation calculation period of three consecutive years. Employees shall be responsible for fifty percent (50%) of the normal cost attributable to the applicable retirement formula.

## **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 January 29, 2023 until superseded by a subsequent agreement.

**INTRODUCED, APPROVED and ADOPTED**, this 24th day of January 2023.

  
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Mayor George K. Chen

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

by   
\_\_\_\_\_  
Tatia Y. Strader, Assistant City Attorney

ATTEST:  
  
\_\_\_\_\_  
Rebecca Poirier, City Clerk




**TORRANCE CITY COUNCIL RESOLUTION NO. 2023-06**

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    )     ss  
CITY OF TORRANCE             )

I, Rebecca Poirier, City Clerk of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Torrance at a regular meeting of said Council held on the 24th day of January 2023 by the following vote:

AYES:        COUNCILMEMBERS     Griffiths, Kalani, Lewis, Mattucci, Sheikh, and Mayor Chen.  
NOES:        COUNCILMEMBERS     None.  
ABSTAIN:    COUNCILMEMBERS     None.  
ABSENT:     COUNCILMEMBERS     Kaji.

Date:           1/20/23          

  
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Rebecca Poirier, MMC  
City Clerk of the City of Torrance