



Date: January 14, 2025

To: Honorable Mayor and Members of the City Council

From: Aram Chaparyan, City Manager

By: Ian Dailey, Deputy City Manager | [IDailey@TorranceCA.gov](mailto:IDailey@TorranceCA.gov)

Subject: City Manager – Adopt **RESOLUTION** Setting Forth Hours, Wages, and Working Conditions for Police Trainees and Fire Recruits. Expenditure: None.

## RECOMMENDATION

Recommendation of the City Manager that City Council:

- 1) Adopt a **RESOLUTION** setting forth the hours, wages, and working conditions for Police Trainees and Fire Recruits; and
- 2) Repeal Resolution No. 2023-06 in its entirety.

## FUNDING

None Required.

## DISCUSSION

On January 24, 2023, City Council adopted Resolution No. 2023-06 setting forth the hours, wages, and working conditions for City of Torrance (City) Police Trainees and Fire Recruits effective January 29, 2023. There is no cost associated with this item as the cost impacts have already been represented under the Police and Fire MOUs, respectively. The positions within this MOU are filled utilizing vacancies within the Torrance Police Officers Association (TPOA) and Torrance Fire Fighters Association (TFFA) ranks, where the cost impact has separately been presented. As a result of completed negotiations with TFFA that includes wage adjustments in 2025, 2026, and 2027, this item is being presented for approval to ensure the pay ranges adjust accordingly.

The proposed resolution includes the following updates:

Effective Date	Key Changes
January 12, 2025	<ul style="list-style-type: none"> <li>• Increase Fire Recruit grid by 8.50%.</li> <li>• Update sick leave language to comply with State Law.</li> <li>• Implement an administrative policy that addresses Leave of Absence, Bereavement Leave, Compassionate Leave, Family-School Partnership Leave, and Jury Duty and adjust language to refer to this citywide policy.</li> </ul>
January 11, 2026	<ul style="list-style-type: none"> <li>• Increase Fire Recruit grid by 3.50%</li> </ul>
January 10, 2027	<ul style="list-style-type: none"> <li>• Increase Fire Recruit grid by 3.50%</li> </ul>

## **ATTACHMENTS**

1. Police Trainee and Fire Recruit Resolution – CLEAN VERSION
2. Police Trainee and Fire Recruit Resolution – REDLINED VERSION

**RESOLUTION NO. 2025-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TORRANCE SETTING FORTH HOURS, WAGES AND WORKING  
CONDITIONS FOR POLICE TRAINEES AND FIRE RECRUITS  
BEGINNING JANUARY 12, 2025, AND REPEALING  
RESOLUTION NO. 2023-06**

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

**SECTION I**

That Resolution No. 2023-06 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:

**ARTICLE 1 - COMPENSATION PROVISIONS****SECTION 1.1 PAY RANGES AND CLASS TITLES**

The pay grades described below are hereby assigned to the classifications of Police Trainees and Fire Recruits.

***Effective January 12, 2025***

<b>Classification</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>Fire Recruit</b>	1	\$43.99	\$3,519.20	\$7,624.93	\$91,499.20
<b>Police Trainee</b>	1	\$42.00	\$3,360.00	\$7,280.00	\$87,360.00

***Effective January 11, 2026***

<b>Classification</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>Fire Recruit</b>	1	\$45.53	\$3,642.40	\$7,891.87	\$94,702.40
<b>Police Trainee</b>	1	\$42.00	\$3,360.00	\$7,280.00	\$87,360.00

***Effective January 10, 2027***

<b>Classification</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly Rate</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
<b>Fire Recruit</b>	1	\$47.13	\$3,770.40	\$8,169.20	\$98,030.40
<b>Police Trainee</b>	1	\$42.00	\$3,360.00	\$7,280.00	\$87,360.00

**SECTION 1.2 METHODS OF COMPENSATION**

Compensation shall be earned on an hourly basis and payments due shall be paid on a biweekly basis.

## ARTICLE 2 - WORKING CONDITIONS

### SECTION 2.1 HOURS OF WORK

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. Cost of Medical Insurance for Active Employees

In compliance with the provisions of the Affordable Care Act, an employee who works more than thirty (30) hours per week on a regular basis over twelve (12) months will receive City paid health insurance. The City shall pay the applicable monthly PERS minimum employer contribution per employee for active employee health insurance. In addition to the PERS minimum employer contribution, the City shall provide active employees with an additional contribution. The aggregate amount shall be referred to as the "City Contribution".

- B. Police Trainee Insurance Contribution

***Effective January 1, 2024***

	1 Party	2 Party	Family
City Contribution	\$685.04 per month	\$1,434.67 per month	\$1,786.58 per month

- C. Fire Recruit Insurance Contribution

***Effective January 1, 2024***

	1 Party	2 Party	Family
City Contribution	\$685.04 per month	\$1,347.67 per month	\$1,730.58 per month

#### D. Cash In-Lieu Payment

1. Employees covered under this Resolution, that are eligible for health insurance benefits, who meet the following requirements will receive a cash-in-lieu payment of \$400 per month for as long as the employee opts-out of coverage:
  - a. The employee provides proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year for which the employee opts-out of City-offered coverage ("alternative required coverage").
  - b. The proof of coverage must show that the employee and all individuals in the employee's expected tax family have (or will have) the required MEC for the applicable period by signing and submitting an attestation to the City.
  - c. The employee must provide such reasonable evidence and attestation of alternative required coverage every plan year during open enrollment
  - d. The City will not provide the cash-in-lieu payment if it knows or has reason to know that the employee or tax family member does not have the alternative required coverage.

### 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.	Key Holder
Last Name on r/chest (gold)	Baton (black wood)
Basketweave trouser belt	Baton ring
Sam Browne belt	OC Case
Holster	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**

An employee may utilize Bereavement Leave in compliance with the City's Policy on Leaves of Absence in accordance with State Law.

### **SECTION 3.4 JURY DUTY**

An employee who is summoned for jury service shall be covered in compliance with the City's Policy on Leaves of Absence.

### **SECTION 3.5 VACATION LEAVE**

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

### **SECTION 3.6 SICK LEAVE**

- A) New employees shall receive 40 hours of sick leave upon hire. Commencing on the first pay period of each calendar year, employees will receive 40 hours of sick leave.
- B) After a 90-day employment requirement is satisfied, part-time employees are eligible to use paid sick leave to a maximum of 96 hours per year.
- C) Employees may bank up to a maximum of 96 hours of Sick Leave.
- D) If an employee separates after 90 days of employment and is rehired within one year from the date of separation, the paid sick leave balance at the time of separation will be reinstated. The employee will not have to re-satisfy the 90-day employment period in order to use the banked sick leave.
- E) If an employee separates before 90 days of employment and is rehired within one year, the paid sick leave balance at the time of separation will be reinstated, and the employee will be subject to meeting the 90-day requirement before being able to use the sick leave benefit.
- F) Banked sick leave may not be converted or cashed out if unused or upon separation from employment. However, if an employee is promoted to another position the sick leave balance will carry over to the new position.

## **SECTION 3.7 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.
- C. 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 (3) 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.

#### **SECTION III SEVERABILITY**

If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

INTRODUCED, APPROVED AND ADOPTED this 14<sup>th</sup> day of January, 2025.

\_\_\_\_\_  
Mayor George K. Chen

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN, City Attorney

ATTEST:

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

\_\_\_\_\_  
Rebecca Poirier, MMC, City Clerk

**RESOLUTION NO. 20253-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH HOURS, WAGES AND WORKING CONDITIONS FOR POLICE TRAINEES AND FIRE RECRUITS BEGINNING JANUARY ~~2912~~, ~~20232025~~, AND REPEALING RESOLUTION NO. ~~20182023-8706~~**

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

**SECTION I**

That Resolution No. ~~20182023-87-06~~ 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 SALARYPAY RANGES AND CLASS TITLES**

The pay grades described below are hereby assigned to the classifications of Police Trainees and Fire Recruits.~~A. Original appointment shall be made at any point in the following ranges for the pertaining job title.~~

***Effective January 12, 2025***

Classification	Step	Hourly Rate	Biweekly Rate	Monthly Rate	Annual Rate
Fire Recruit	1	\$43.99	\$3,519.20	\$7,624.93	\$91,499.20
Police Trainee	1	\$42.00	\$3,360.00	\$7,280.00	\$87,360.00

***Effective January 11, 2026***

Classification	Step	Hourly Rate	Biweekly Rate	Monthly Rate	Annual Rate
Fire Recruit	1	\$45.53	\$3,642.40	\$7,891.87	\$94,702.40
Police Trainee	1	\$42.00	\$3,360.00	\$7,280.00	\$87,360.00

***Effective January 10, 2027***

Classification	Step	Hourly Rate	Biweekly Rate	Monthly Rate	Annual Rate
Fire Recruit	1	\$47.13	\$3,770.40	\$8,169.20	\$98,030.40
Police Trainee	1	\$42.00	\$3,360.00	\$7,280.00	\$87,360.00

**SECTION 1.2 METHODS OF COMPENSATION**

~~A.~~ Compensation shall be earned on an hourly basis and payments due 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>
<del>Police Trainee</del>	<del>Hourly</del>	<del>24.92</del>
<del>Fire Recruit</del>	<del>Hourly</del>	<del>40.54</del>

~~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'~~ hHours 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. Cost of Medical Insurance for Active Employees ~~Employee insurance:~~

~~B. In compliance with the provisions of the Affordable Care Act, an employee who works more than thirty (30) hours per week on a regular basis over twelve (12) months will receive City paid health insurance. The City shall pay the applicable monthly PERS minimum employer contribution per employee for active employee health insurance. In addition to the PERS minimum employer contribution, the City shall provide active employees with an additional contribution. The aggregate amount shall be referred to as the "City Contribution". 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.~~

B. Police Trainee Insurance Contribution

**Effective January 1, 2024**

	<u>1 Party</u>	<u>2 Party</u>	<u>Family</u>
<u>City Contribution</u>	<u>\$685.04 per month</u>	<u>\$1,434.67 per month</u>	<u>\$1,786.58 per month</u>

C. Fire Recruit Insurance Contribution

**Effective January 1, 2024**

	<u>1 Party</u>	<u>2 Party</u>	<u>Family</u>
<u>City Contribution</u>	<u>\$685.04 per month</u>	<u>\$1,347.67 per month</u>	<u>\$1,730.58 per month</u>

D. Cash In-Lieu Payment

1. Employees covered under this Resolution, that are eligible for health insurance benefits, who meet the following requirements will receive a cash-in-lieu payment of \$400 per month for as long as the employee opts-out of coverage:

- a. The employee provides proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year for which the employee opts-out of City-offered coverage ("alternative required coverage").
- b. The proof of coverage must show that the employee and all individuals in the employee's expected tax family have (or will have) the required MEC for the applicable period by signing and submitting an attestation to the City.
- c. The employee must provide such reasonable evidence and attestation of alternative required coverage every plan year during open enrollment
- d. The City will not provide the cash-in-lieu payment if it knows or has reason to know that the employee or tax family member does not have the alternative required coverage.

~~1. 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.~~

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

## 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.	Key Holder
Last Name on r/chest (gold)	Baton (black wood)
Basketweave trouser belt	Baton ring
Sam Browne belt	OC Case
Holster	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

~~An employee may utilize Bereavement Leave in compliance with the City's Policy on Leaves of Absence in accordance with State Law. 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.~~

- ~~A. Family for the purpose of this Section shall be defined by the California Fair Employment and Housing Act.~~

### SECTION 3.4 JURY DUTY

~~An employee who is summoned for jury service shall be covered in compliance with the City's Policy on Leaves of Absence. 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 SICK LEAVE

- A) New employees shall receive 40 hours of sick leave upon hire. Commencing on the first pay period of each calendar year, employees will receive 40 hours of sick leave.
- B) After a 90-day employment requirement is satisfied, part-time employees are eligible to use paid sick leave to a maximum of 96 hours per year.
- C) Employees may bank up to a maximum of 96 hours of Sick Leave.
- D) If an employee separates after 90 days of employment and is rehired within one year from the date of separation, the paid sick leave balance at the time of separation will be reinstated. The employee will not have to re-satisfy the 90-day employment period in order to use the banked sick leave.
- E) If an employee separates before 90 days of employment and is rehired within one year, the paid sick leave balance at the time of separation will be reinstated, and the employee will be subject to meeting the 90-day requirement before being able to use the sick leave benefit.

F) Banked sick leave may not be converted or cashed out if unused or upon separation from employment. However, if an employee is promoted to another position the sick leave balance will carry over to the new position.

## **SECTION 3.67 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.
- C. 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 (3) 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.

D.

#### **SECTION III SEVERABILITY**

If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

INTRODUCED, APPROVED AND ADOPTED this 14<sup>th</sup> day of January, 2025.

#### **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 24<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
Mayor George K. Chen

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN, City Attorney

ATTEST:

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

\_\_\_\_\_  
Rebecca Poirier, MMC, City Clerk

\_\_\_\_\_  
George K. Chen  
Mayor of the City of Torrance

ATTEST:

\_\_\_\_\_  
Rebecca Poirier, City Clerk

APPROVED AS TO FORM:

PATRICK Q. SULLIVAN  
CITY ATTORNEY

By \_\_\_\_\_  
\_\_\_\_\_  
Tatia Y. Strader  
Assistant City Attorney