

CITY OF INGLEWOOD

Human Resources Department



MEMORANDUM OF UNDERSTANDING

Between

**City of Inglewood and
Inglewood Executive Organization (IEO)**

December 14, 2010 thru December 21, 2012

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ARTICLE ONE – MEMORANDUM OF UNDERSTANDING

SECTION I – PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “MOU” or “Agreement”, interchangeably) is made and entered into by and between the City of Inglewood, a Municipal Corporation, (hereinafter referred to as “City”) and Inglewood Executive Organization (hereinafter referred to as IEO) pursuant to Government Code Section 3500, et seq.

SECTION II – RECOGNITION RIGHTS

Rules and regulations governing the City’s Employee-Employer relations pursuant to Government Code 3500 are set forth in **Appendix One** of this agreement.

SECTION III – RECOGNITION CLAUSE

A. Inglewood Executive Organization (IEO)

The City recognizes the Inglewood Executive Organization (IEO) as the recognized representative organization for all full-time Executive classifications as follows.

B. Executive Designated Classes

The following executive classes are not confidential for employee relations matters; meaning they can represent IEO members for employee relations issues:

1. Community Development Director
2. Executive Assistant to the Mayor
3. Library Director
4. Parks, Recreation, and Community Services Director
5. Planning and Building Director
6. Public Works Director
7. Residential Sound Insulation Program Director

C. Confidential Executive Classes

The following executive classes are designated as confidential for the purposes of employee relations matters; meaning they cannot represent IEO members for employee relations issues:

1. Assistant City Manager (Administrative Officer) – CFO
2. Assistant City Manager (Administrative Officer) – Development
3. Chief Assistant City Attorney
4. Deputy City Manager (Administrative Officer)
5. Executive Assistant to the City Manager (Administrative Officer)
6. Finance Director
7. Human Resources Director
8. Police Chief

D. Confidential Executive Classes

The following executive classes are not represented executive classes:

1. City Manager (Administrative Officer)
2. City Attorney
3. City Clerk

ARTICLE TWO – SALARIES AND COMPENSATION

SECTION I – SALARIES FOR NON-CONFIDENTIAL EMPLOYEES

The following is the designated minimum and maximum salaries for Executive employees.

| CODE | CLASSIFICATION TITLE | MINIMUM | MAXIMUM |
|-------------|--|------------------|-------------------|
| 921 | Community Development Director | 328.0 \$7,378 | 363.0 \$10,451 |
| 943 | Executive Assistant to the Mayor | 307.5 \$6,017 | 342.5 \$8,523 |
| 924 | Library Director | 328.0 \$7,378 | 363.0 \$10,451 |
| 948 | Park, Recreation, & Community Service Director | 339.0 \$8,231 | 374.0 \$11,660 |
| 910 | Planning & Building Director | 328.0 \$7,378 | 363.0 \$10,451 |
| 922 | Public Works Director | 339.0 \$8,231 | 374.0 \$11,660 |
| 919 | Residential Sound Insulation Program Director | 328.0 \$7,378 | 363.0 \$10,451 |

SECTION II – SALARIES FOR CONFIDENTIAL EMPLOYEES

The following is the designated minimum and maximum salaries for Executive employees.

| CODE | CLASSIFICATION TITLE | MINIMUM | MAXIMUM |
|-------------|--|-------------------|-------------------|
| 931 | Assistant City Manager (Administrative Officer) - CFO | 368.0 \$10,985 | 403.0 \$15,561 |
| 933 | Assistant City Manager (Administrative Officer) - Development | 350.0 \$9,183 | 385.0 \$13,009 |
| 940 | Chief Assistant City Attorney | 341.0 \$8,397 | 376.0 \$11,894 |
| 930 | Deputy City Manager (Administrative Officer) | 341.0 \$8,397 | 376.0 \$11,660 |
| 918 | Finance Director | 334.0 \$7,832 | 369.0 \$11,095 |
| 928 | Human Resources Director | 333.0 \$7,754 | 368.0 \$10,985 |
| 932 | Police Chief | 364.0 \$10,556 | 399.0 \$14,953 |
| 942 | Executive Assistant to the City Manager (Administrative Officer) | 307.5 \$6,017 | 342.5 \$8,523 |

SECTION III – SALARIES FOR NON-REPRESENTED EXECUTIVE EMPLOYEES

The following is the designated minimum and maximum salaries for Executive employees.

| CODE | CLASSIFICATION TITLE | MINIMUM | MAXIMUM |
|-------------|---------------------------------------|-------------------|-------------------|
| 914 | City Manager (Administrative Officer) | FLAT RATE | 410.0 \$16,683 |
| 916 | City Attorney | 373.0 \$11,545 | 408.0 \$16,354 |
| 917 | City Clerk | FLAT RATE | \$7,398 |

SECTION III – SALARY ADJUSTMENT CRITERIA FOR EXECUTIVES

The following criteria shall be considered for Executive salary adjustments:

A. Appointment

The minimum salary of each range will normally be considered the starting salary for new executives when hired.

B. Salary Increases

1. Salary Award

Each executive receives a salary award within the foregoing salary step ranges in accordance with standards set forth in City Council resolution and based upon merit and performance.

2. Criteria for Salary Increases

The City Manager (Administrative Officer) shall budget a lump sum to be utilized in considering compensation increases for each Executive, to be given the first day of each fiscal year. Criteria for granting salary increases will include, but not be limited to:

- a. Present salary
- b. Length of service
- c. Survey of comparable cities
- d. Competency
- e. Growth in handling job responsibilities
- f. Loyalty to City duties
- g. Attitude
- h. Specific actions toward self-improvement
- i. Recognition of excellence

3. Salary Increase Increments

All salary increases will be calculated and granted in one percent (1%) increments.

4. Approval of Salary Increases

With the exception of the City Manager (Administrative Officer) (whose performance is reviewed by the City Council), the salaries and performance of Executive employees shall be periodically reviewed and adjusted by the City Manager (Administrative Officer) in accordance with the same guidelines and procedures applicable to positions included in the management pay plans.

5. Annual Salary Analysis

All executive salaries will be reviewed by the Human Resources Department on an annual basis so that changes in the labor market and cost of living increases can be reported to the City Manager (Administrative Officer) for his analysis and evaluation.

SECTION IV – CITY CLERK**A. Additional Duties**

1. Act as Escrow Officer for the City in connection with the purchase and sale of real property.
2. Act as City Records Management Officer.
3. Place and keep official records of all advertisement regarding all bids for materials, equipment, improvements, and supplies when formal bids are called for; and be present at the opening of all bids.
4. Act as secretary for the Redevelopment Agency, Parking Authority, Housing Authority, and Regional Fire Training Authority; and maintain all records and files thereof.
5. Serve as a member of the Permits and Licenses Committee.
6. Issue dog licenses and process through the City's contract agent appropriate complaints regarding dogs and other animals.
7. Serve as Director of the City Clerk's Department.
8. Serve as a member of the City's Liability Insurance Claims Committee.

B. Compensation

1. As full remuneration for performing the foregoing additional duties, the City Clerk shall receive as compensation the sum of \$7,398 per month.
2. The full total salary for the City Clerk is set forth in the Salary Ordinance.

SECTION V – ACTING APPOINTMENTS**A. Definition**

An acting status employee is a probationary or permanent status City employee who is appointed to perform the responsibilities of a vacated or newly-created full-time position of a higher level than that currently held by the employee. A vacated position shall mean one from which the incumbent employee has been given extended leave of one pay period or more, or has terminated.

B. Policies and Procedures

1. Authority for Appointments

The appointing authority for acting appointments will be the City Manager (Administrative Officer) or his designee.

2. Types of Appointments

Acting appointments may be made only to fulfill the responsibilities of the vacated position until such time as an appropriate selection procedure is held and a permanent appointment is made, or until such time as incumbent has returned to duty.

3. Extension of Appointments

Acting appointments may not be extended for a period greater than ninety (90) days without special approval of the City Manager (Administrative Officer).

4. Limitation on Appointments

Acting appointments may not be made in excess of authorized strength or budgeted funds without approval of the Mayor and City Council Members.

5. Appointment Pay

Upon assignment of acting duty status, an employee will begin to earn a salary which is equal to Step A of the salary assigned to the acting position; but shall at all times receive at least five percent (5%) above the salary of the employee's permanent position.

6. Benefit Accrual

- a. While working in an acting capacity employees will continue to accrue and have recorded general, special or normal salary step increases in the employee's permanent position.
- b. However, such salary increases will be paid only to maintain a minimum of five percent differential above the salary to which an employee is entitled in his/her permanent position.

7. Appointments While Maintaining Current Responsibilities

Employees who are appointed to a higher level position on an acting basis, while also fulfilling the responsibilities of their permanent position, will at all times earn a salary which is at least 10 percent (10%) more than the salary to which they are entitled in their permanent position.

8. Permanent Appointment

With approval from the City Manager (Administrative Officer), a department head may appoint an employee to a vacant position for a period not to exceed ninety (90) days, except as provided in Subsection 3, of this section. In conjunction with the appointment, the department head shall initiate a recruitment process to permanently fill the position.

SECTION VI – SPECIAL ASSIGNMENT PAY**A. Compensation**

1. On occasion a City employee may volunteer, or otherwise agree, to perform special projects or other additional duties outside the scope of his/her normal responsibilities.
2. In the event that these duties do not result in an acting appointment, the City Manager (Administrative Officer) shall have the authority to grant Special Assignment Pay as compensation if the employee performs these duties consistently for more than twenty (20) consecutive days and the employee's department head has submitted a written request to give the employee such pay.
3. The Special Assignment Pay can be requested in one (1) to ten (10%) percent increments, not to exceed ten (10%) percent for additional responsibilities for a period up to twelve (12) months.
4. The department head's written request will clearly define the nature of the additional duties, and the start and end date for the special assignment pay. In the event department head believes the assignment warrants an extension beyond the 12-month period set forth above, a new written request must be provided to the City Manager (Administrative Officer).

B. Limitations

1. Employee shall not be eligible for "acting" appointments or supervisory differential compensation during the time they receive special assignment pay. This special assignment pay is not available to employees who duties have changed as a result of an increase of duties.

2. Nothing in this provision however, shall be construed to prevent an employee or a City Manager (Administrative Officer) from pursuing a request for reclassification, provided the request is in compliance with City rules regarding reclassification.

SECTION VII – Voluntary Deferred Compensation

The City provides a voluntary deferred compensation plan as per standards approved for all full-time employees who elect to participate.

SECTION VIII - Retention Incentive – Safety Executives

The general employee retention incentive plan provided for in Ordinance No. 2005 (Schedule 2A) shall be paid to executive employees in the “safety” member category who are also eligible on the basis of service time.

SECTION IX – Automobile Allowance

A. Compensation

1. Effective December 1, 2003, the car allowance for Executive employees shall be two hundred fifty two dollars and fifty cents (\$252.50) per month.
2. Effective January 1, 2002, executive employees shall be provided a monthly automobile allowance in the amount of five hundred five dollars (\$505) per Category VII of the automobile allowance resolution.

B. Payment In-Lieu of Reimbursement

Said payment shall be in lieu of payment of any mileage reimbursement of any other automobile-related compensation.

SECTION X – EMPLOYEE WORK FURLOUGH PROGRAM

A. Effective Date

The Employee Work Furlough Program will be Effective the pay period that begins on **December 24, 2010**.

B. Specific Details of Program

The specific details of the Employee Work Furlough Program are set forth in **Appendix Two**.

ARTICLE THREE – FRINGE BENEFITS**SECTION I – SUPPLEMENTAL COMPENSATION AND FRINGE BENEFITS**

In addition to the benefits granted general and safety bi-weekly employees and management/professional employees, executive employees shall be entitled to the following benefits set forth in this article.

A. Annual Physical Examination

1. The City provides an annual physical examination for all executive employees. Employees will be contacted by Human Resources Department regarding their intent to utilize the City's medical services for their annual physicals.
2. Employees wishing to obtain their own annual physical may present the Human Resources Department with a bill from their physician for such service. The City will pay up to four hundred fifty (\$450) annually.

B. Administrative Time

1. Effective 10/1/10, administrative time shall be a total of one hundred twenty three (123) hours of annual administrative time for each executive employee per year.
2. Executives shall be eligible for an additional twenty (20) hours of administrative leave time off at the discretion of the City Manager (Administrative Officer).

C. Optical Vision Insurance Plan

The City shall provide a pre-paid vision care insurance program.

D. Long Term Disability Plan (Payroll Protection)

1. The long term disability plan provided by City includes coverage for non-occupational injury or illness two-thirds of base salary up to a maximum monthly benefit payable of \$5,000.
2. Benefit payments begin after the thirtieth (30th) calendar day of disability. Employee may elect to utilize their sick leave time prior to receiving benefits.

E. Dental Plan

1. Effective August 1, 1981, the City shall provide a dental plan that includes orthodontics; no deductible, one hundred percent (100%) up to \$2,000 per eligible dependent.
2. Effective January, 2002, dental benefits for Executive employees will increase from a maximum of \$1,000 to \$1,200 annually.

F. Life Insurance Plan

The City pays the premiums for the following Life Insurance policies for each Executive employee:

1. A \$5,000 whole life policy, effective upon the completion of one (1) year of uninterrupted service.
2. A term life policy equal to the employee's annual salary rounded off to the nearest five hundred (\$500).

G. Accidental Death Benefit

The City will provide to the family of an employee who dies as a result of an accidental on-the-job injury a benefit of \$2,500 per child for the education of the surviving dependent children under twenty-one (21) years of age, if the deceased employee was responsible for the support of the child.

SECTION II – MEDICAL INSURANCE BENEFITS LANGUAGE**A. Medical Insurance – Executive Employees hired before December 14, 2010**

1. Effective October 2008, all unit employees and unit retiree employees are grandfathered (e.g., placed in the current plan) into the medical plan of their current enrollment, regardless of the plan.
2. Those bargaining unit members in a plan who experience a qualifying event for a change in insurance coverage (e.g. marriage, birth, adoption, etc.) shall be permitted to retain their current medical plan with no additional out-of-pocket cost for the cost of insurance coverage based on the unit employee's new status.
3. Employees entering the bargaining unit after October 2008 shall receive a monthly City contribution up to the cost of the Kaiser HMO Employee Plus Family Plan.
4. A bargaining unit employee shall not receive the difference in rate cost in the event he/she chooses a plan less than the cost of the Kaiser HMO Employee Plus Family Plan.
5. Any unit employee or retiree may purchase a higher costing plan than the Kaiser HMO Employee Plus Family Plan, except for the Aetna 90/60 Plan, during the annual open enrollment period (i.e., the bargaining unit member may pay the difference in cost between the Kaiser HMO Employee Plus Plan).

B. Medical Insurance – Executive Employees hired on or after December 14, 2010

1. Executive employees hired on or after December 14, 2010, shall pay five (5%) percent of the monthly medical premium and the city shall pay ninety five (95%) percent of the total monthly medical insurance premium for eligible executive employees based on their enrollment eligibility up to the Kaiser medical plan family rate (based on number of dependents enrolled if any which was in effect December 1, 2010.)
2. Executive employees who chose to participate in another City medical plan will pay the difference in the monthly premium costs which are higher than the Kaiser medical family rate plan.

C. Medical Insurance Waiver Payment

The monthly stipend for complete waiver of City medical coverage is two hundred dollars (\$200) per month.

D. Medical Insurance Option for Retiring Employees

1. Retiree Medical Tier 1: Employees Hired On or Before December 14, 2010
 - a. Employees who retire after July 1, 2000, with accumulated unused sick leave and/or vacation leave of five hundred (500) hours or more may, in lieu of receiving payment for such five hundred (500) hours as provided in this section, may utilize five hundred (500) hours to have the City pay one hundred percent (100%) of the medical premium for the retiring employee and

one qualified dependent under the City plan as described in this Section II, for the lifetime of the retiring employee and dependent. In accordance with PERS policy, retiring employees may add or substitute dependents after retirement at the retiring employee's expense.

- b. Employees with 25 years of City service who retire after July 1, 2000 with accumulated unused sick leave and/or vacation leave of three hundred (300) hours or more may, in lieu of receiving payment for such three hundred (300) hours as provided in this section above, may utilize three hundred (300) hours to have the City pay on hundred percent (100%) of the medical premium for the retiring employee and one qualified dependent under the City plan as described in this Section II, for the lifetimes of the retiring employee and dependent. In accordance with PERS policy, the retiring employees may add or substitute dependents after retirement at the retiring employee's expense.
- c. Any accumulated unused vacation and/or sick leave hours not so utilized shall be paid to the retiring employee as provided above.

2. Retiree Medical Tier 2: Employees Hired On or After December 14, 2010

Unit employees hired from outside the City on or after December 14, 2010, may only earn the retiree medical benefit with the City per the current MOU requirements of the retiree employee program and medical insurance paying up to the Kaiser employee only rate when they retire as follows:

| Per MOU, Retiring Employees may exchange Sick/Vacation hours for Retiree Medical Program | Years of Service | City's Monthly Contribution for Retired Employees Hired on or After December 14, 2010 |
|---|--|--|
| NOT AVAILABLE | 1 to 5 years 12 months to 60 months | No City contribution; employee may participate at their own cost |
| Exchange 500 Sick / Vacation Hours | 5 to 10 years 61 months to 120 months | 30% of Kaiser employee only rate |
| Exchange 600 Sick / Vacation Hours | 10 to 15 years 121 months to 180 months | 60% of Kaiser employee only rate |
| Exchange 700 Sick/ Vacation Hours | 15 to 20 years 181 months to 240 months | 80% of Kaiser employee only rate |
| Exchange 800 Sick / Vacation Hours | 20+ years 241 months and more | 100% of Kaiser employee only rate |

- a. Continued mandatory Medicare enrollment at age 65.
- b. Employee may pay difference to enroll in any plan up to the 80/60 PPO, and for spouse and family coverage.

SECTION III – Benefits Payable on Retirement, Termination, or Death

A. Life Insurance at Retirement

- 1. Retiring employee, or those employees who terminate, may elect to convert group life coverage to individual coverage.

Such conversion right is subject to acceptance by the carrier.

2. Necessary arrangements must be made with the City and the insurance company before the effective termination date.
3. Cost of life insurance continuance upon retirement will be borne by the employee.

B. Vacation Cash-out at Retirement

The City will pay for all duly accumulated unused vacation leave to employees who terminate their employment with the City at the employee's based hourly rate, exclusive of retention incentive, deferred compensation, or any other bonus or assignment differential.

C. Sick Leave at Retirement

1. At retirement, termination after ten (10) years of service, or death, fifty percent (50%) of duly accumulated unused, uncompensated sick leave will be paid off at the employee's base hourly rate (exclusive of retention incentive, deferred compensation, or any other bonus or assignment differential).
2. Effective June 29, 1992, Executive employees with at least ten (10) years of service who have a combined sick leave and vacation balance of at least six hundred (600) hours at the time of separation and yet do not receive a retired medical benefit shall be entitled to a separation payment equal to the value of two hundred forty (240) hours of additional vacation time per their hourly "cash out" rate of pay.

SECTION IV – RETIREMENT

A. PERS Benefits

1. The City provides retirement coverage through the Public Employees' Retirement System (PERS).
2. The City's contribution is established by the Public Employees' Retirement System and varies.
3. Effective April 26, 2002, the employee's contribution is eight (8%) percent (9% for Safety Executives) of the total required reportable contribution to the System. The contribution rate for employees is governed by State legislation.
4. The City shall pay eight (8%) (9% for Safety Executives) percent of the employee's PERS contribution rate as deferred compensation paid to PERS on account of benefits payable under that Retirement System to each employee.
5. The City provides the military service credits provision as specified in Government Code, Section 20930.3.
6. The City provides for the highest single year of compensation as specified in Government Code, Section 20024.2.
7. The City provides the pre-retirement optional settlement (2) death benefit as specified in Government Code, Section 21365.6.
8. Effective January 1, 2007, the city shall report the value of Employer Paid Membership Contributions (EPMC) of eight percent (8%) (9% for Safety Executives) as additional compensation as provided in Government Code Section 20636 (C) 4 in accordance with Government Code Section 20691.

9. Effective April 26, 2002, the City shall provide the 3% @ 60 formula in accordance with Government Code, Section 21354.
10. The City will provide the 1959 Survivor Allowance Benefit.

B. Two-Tier PERS Benefit

Effective December 14, 2010, all new Executive employees hired from outside the City shall receive the 2.5% @ 55 PERS formula in accordance with Government Code 20475 and 3% @ 55 for Safety Executives (Police Chief) in accordance with Government Code 20475.

SECTION V – Executive PARS Retirement Enhancement Plan

A. Effective Date

Effective December 14, 2010, Executives may utilize accumulated leave time (e.g., sick and/or vacation) to purchase additional retirement service credit through Public Agency Retirement System (PARS).

B. Eligibility

Executives must have five (5) years of service with the City to be eligible for this benefit.

SECTION VI – CASH-OUT OF LEAVES – INSTALLMENT OPTIONS

A. Installment Leave Payment at Retirement or Separation from City

Vacation time and sick leave accrued by an Executive is entitled to be paid upon retirement or separation from City service.

B. Payment Schedule

Payment shall be paid no later than thirty (30) days after the date of retirement or separation from service of the employee unless the employee elects to receive the payment in more than one installment.

SECTION VII – TRAVEL INSURANCE

The City provides travel insurance for all executives while on City business.

SECTION VIII – REPLACING OR REPAIRING PROPERTY OF EMPLOYEES

A. Policy and Procedures

1. The City shall provide for the payment of the costs of replacing or repairing property or prostheses of an employee (which are eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee) when any such items are lost or damaged in the line of duty without fault or neglect of the employee.
2. If the items are damaged beyond repair, the actual value of such items will be paid within the specifications of this policy.

3. Proof of ownership of such items must be shown in writing or by other reasonable evidence by the employee to the City, and the loss or damage to the items occurring while in the line of assigned duty must be verified by the employee's immediate supervisor.

B. Reimbursement Schedule

The reimbursement of items damaged within time noted (from the date of original purchase) shall be as follows:

| <u>Time Period</u> | <u>Percent of Reimbursement</u> |
|--------------------|---------------------------------|
| 0 - 6 months | 100% of present list price |
| 6-18 months | 75% of present list price |
| 18-36 months | 60% of present list price |
| 36-48 months | 50% of present list price |
| 48 months or more | 25% of present list price |

C. Maximum on Watches

The maximum reimbursement for lost or damaged watches shall not exceed one hundred dollars (\$100).

SECTION IX – PROFESSIONAL DEVELOPMENT

Effective October 1, 2003, the professional development program for executive employees shall be suspended.

SECTION X – LIBRARY PRIVILEGE

Employees who are not residents of Inglewood may be allowed the privilege of using the Library services without charge.

SECTION XI – RESIDENCY INCENTIVE

A. Loan Terms

Each Executive employee shall be entitled to a loan for the purpose of purchasing a residence in the City of Inglewood. The loan terms shall be as follows:

1. The property must be the executive employee's intended residence within the corporate boundaries of the City of Inglewood.
2. The loan shall be evidenced by a note secured by a First Deed of Trust in a form approved by the City Attorney's office.
3. The loan shall not exceed ninety percent (90%) of the appraised value (or purchase price, whichever is lower) of the property as determined by the Finance Director (or the City Manager (Administrative Officer) for a home purchased by the Finance Director).
4. The loan shall not exceed the sum four (4) times the employee's annual salary, including all forms of compensation normally reportable to the Public Employees' Retirement System.

5. The loan shall be fully amortized thirty (30) year note with monthly payments.
6. For executive employees employed before July 1, 1992, the loan amount may be increased to ninety-five percent (95%) of the appraised value of the property, provided further that if the loan exceeds ninety percent (90%) of the value of the property, the amortization period shall be twenty (20) years.
7. The initial annual interest rate on the loan shall be one-half (1/2) percentage point greater than the effective yield on investments in the State of California Local Agency Investment Fund for the month immediately preceding execution of the loan agreement.
8. On August 1st, of each year the interest rate shall be reset one-half percentage point above the effective yield on investments in the State of California Local Agency Investment Fund for the month ending the preceding June 30th, provided further that the interest rate shall neither increase nor decrease by more than two percent (2%) during the life of the loan from the initial rate established in accordance with Subsection "7" above.

B. Loan Specifications

1. The loan shall be payable in full within thirty (30) months of the date employee leaves employment with the City.
2. Notwithstanding the foregoing, an employee who retires while in the employ of the City of Inglewood shall be entitled to continue such loan while he or she remains a permanent resident of Inglewood or for ten (10) years, whichever period is greater.
3. For the purpose of this section the word "retire" shall mean to collect retirement benefit payments from the State of California Public Employees' Retirement System.
4. In any event, the loan shall become due and payable in not more than nine (9) months of the date that employee ceases to reside in the mortgaged residence.
5. In enforcing its rights and collecting any sums due, the City shall have all rights normally possessed by a lien-holder in such a transaction and, in addition shall have the power to collect sums due by payroll deduction or by deduction from other employee benefits payable to employee if that is deemed necessary by the City Manager (Administrative Officer) to protect the interests of the City.

C. Other Requirements

1. Cash expenses to fund the loan, including escrow fees, appraisal feeds, and title fees shall be paid by the employee (unless paid by the seller of the property), but may be added to the principal amount of the loan.
2. The employee shall be required to employ an appraiser who meets the approval of the City.

D. Loan Availability

1. The availability of loans for Executive employees pursuant to this benefit shall be subject to the availability of sufficient cash reserves as determined by the City Manager (Administrative Officer).

2. Executives who wish to utilize this benefit are required to consult with the City Manager (Administrative Officer) a minimum of ninety (90) days before the desired loan date to determine if adequate cash reserves are available.

ARTICLE FOUR – LEAVES**SECTION I – HOLIDAYS RECOGNIZED****A. Eligible Holidays**

All Executive employees are eligible for the following thirteen (13) City Recognized Holidays:

1. New Year's Day
2. Martin Luther King, Jr. Birthday (third Monday in January)
3. Washington's Birthday (third Monday in February)
4. Cesar Chavez Birthday (March 31st)
5. Memorial Day (last Monday in May)
6. Independence Day
7. Labor Day (first Monday in September)
8. Veteran's Day (November 11)
9. Thanksgiving Day
10. Day following Thanksgiving
11. Christmas Eve Day
12. Christmas Day
13. New Year's Eve Day

B. Monday – Friday Holidays

Effective June 1, 2006, holidays falling on Monday through Thursday will be valued at nine (9) hours, and holidays falling on a Friday will be valued at eight (8) hours.

C. Floating Holiday

Effective January 1, 2002, reinstate one (1) floating holiday for each Executive unit employee.

D. Weekend Holiday

1. Friday is a holiday when regular holiday falls on Saturday.
2. Monday is a holiday when regular holiday falls on Sunday.

E. Two Consecutive Holidays Policy

1. In instances of two (2) consecutive holidays where the first day of the regular holiday is Friday, and the second day of the regular holiday is Saturday, employees shall receive holiday time for either the preceding Thursday or the following Monday.
2. In instances of two (2) consecutive holidays where the first day of the regular holiday is Sunday, and the second day of the regular holiday is Monday, employees shall receive holiday time off on either the preceding Friday or the following Tuesday.
3. In instances of two (2) consecutive holidays falling on Saturday and Sunday, one-half (½) of the employees shall observe the holiday on the preceding Friday and one-half (½) of the employees shall observe the holiday on the following Tuesday and one-half (½) of the employees shall observe Monday as a holiday.

- a. The scheduling of holiday time shall be the obligation and responsibility of the employee's supervisor in accordance with the operational needs of the department and the City and the desires or needs of the employees.
- b. Written notice of holiday scheduling shall be posted thirty (30) days in advance of the first applicable day off. Scheduling may be modified in cases of emergencies or unforeseen staffing needs.

SECTION II – VACATION ACCRUAL

A. Accumulation Schedule – Executives hired before July 1, 1996

The vacation accumulation schedule for Executive Employees hired before July 1, 1996, is as follows:

| <u>Years of Service</u> | <u>Vacation Days Earned</u> | <u>Hourly Accrual Rate Per Pay Period</u> | <u>Vacation Days Available for use</u> |
|-------------------------|-----------------------------|---|--|
| 1 | 14 | 4.308 | 0 |
| 2 | 16 | 4.923 | 14 |
| 3 | 18 | 5.538 | 16 |
| 4 | 20 | 6.154 | 18 |
| 5 | 20 | 6.154 | 20 |
| 6 | 20 | 6.154 | 20 |
| 7 | 20 | 6.154 | 20 |
| 8 | 20 | 6.154 | 20 |
| 9 | 22 | 6.769 | 20 |
| 10 | 22 | 6.769 | 22 |
| 11 | 22 | 6.769 | 22 |
| 12 | 22 | 6.769 | 22 |
| 13 | 22 | 6.769 | 22 |
| 14 | 22 | 6.769 | 22 |
| 15 | 24 | 7.384 | 22 |
| 16 | 24 | 7.384 | 24 |
| 17 | 26 | 8.000 | 24 |
| 18 | 26 | 8.000 | 26 |
| 19 | 26 | 8.000 | 26 |

B. Accumulation Schedule – Executives hired after July 1, 1996

The vacation accumulation schedule for Executive Employees hired after July 1, 1996, is as follows:

| <u>Years of Service</u> | <u>Vacation Days Earned</u> | <u>Hourly Accrual Rate Per Pay Period</u> | <u>Vacation Days Available for use</u> |
|-------------------------|-----------------------------|---|--|
| 1 | 15 | 4.615 | 0 |
| 2 | 15 | 4.615 | 15 |
| 3 | 15 | 4.615 | 15 |
| 4 | 15 | 4.615 | 15 |
| 5 | 16 | 4.923 | 15 |
| 6 | 16 | 4.923 | 16 |
| 7 | 16 | 4.923 | 16 |
| 8 | 16 | 4.923 | 16 |
| 9 | 17 | 4.923 | 16 |
| 10 | 17 | 5.231 | 16 |
| 11 | 17 | 5.231 | 17 |
| 12 | 17 | 5.231 | 17 |
| 13 | 17 | 5.231 | 17 |
| 14 | 17 | 5.231 | 17 |
| 15 | 18 | 5.534 | 17 |
| 16 | 18 | 5.534 | 18 |
| 17 | 18 | 5.534 | 18 |
| 18 | 18 | 5.534 | 18 |
| 19 | 18 | 5.534 | 18 |
| 20 | 20 | 6.154 | 18 |

SECTION III – SICK LEAVE**C. Sick Leave Accrual Rate**

1. Effective April 1, 2005, all executives (excluding the Police Chief) shall earn sick leave at the rate of nine (9) hours per month.
2. The Police Chief shall earn sick leave at the rate of 4.15 hours per pay period.

D. Sick Leave Conversion

Sick leave hours accumulated in excess of one thousand (1000) hours can be utilized by the executive employee as compensated time off.

E. Sick Leave Redemption

Effective June 1, 2006, once annually during the fiscal year, an Executive employee shall be granted the option of cashing out up to five hundred (500) hours of accumulated sick leave at base salary according to the following schedule:

- 25% of value in excess of 240 hours at 5 years (60 months)
- 40% of value in excess of 240 hours at 8 years (96 months)
- 50% of value in excess of 240 hours at 10 years (120 months)

F. Sick Leave Hour Donation Program

1. Executive employees (donors) will be permitted to transfer accumulated sick time only, to any employee's (recipient) sick leave account subject to the following conditions:
2. The recipient or his/her spouse, children or step-children have sustained a life threatening or debilitating illness, injury, or condition.
3. The recipient has exhausted all accumulated sick leave.
4. The donations must be a minimum of two (2) hours, and thereafter in whole hour increments.
5. The recipient shall continue to accrue sick time as currently prescribed in this MOU.
6. The total leave credits received by the recipient shall not exceed seven hundred and fifty (750) hours. If the recipient exhausts all of the donated leave credits due to conditions specified in number one above, donations may be reinstated with restrictions stated herein.
7. The recipients of family care leave will be allowed to use all hours received, within the limits of his/her policy, notwithstanding any limits established for family medical leave set forth elsewhere in this MOU.
8. Any donated hours remaining in the recipient's accrued leave account at the time of retirement shall be subject to the provisions of the retiree health insurance conversion as set forth within this MOU.
9. A donor offering the transfer must maintain a minimum accrued sick leave balance of forty (40) hours after any transfer.
10. Any unused sick time, under the name of the recipient, shall be subject to cash payment at the time of retirement or separation from the City of Inglewood as prescribed in this MOU.
11. A form exercising this elected donation shall be completed prior to the transfer.
12. The names of all donors shall remain confidential.

G. Sick Leave at Retirement

1. At retirement, termination after ten (10) years of service, or death, fifty percent (50%) of duly accumulated unused, uncompensated sick leave will be paid off at the employee's base hourly rate (exclusive of retention incentive, deferred compensation, or any other bonus or assignment differential).
2. Effective June 29, 1992, Executive employees with at least ten (10) years of service who have a combined sick leave and vacation balance of at least six hundred (600) hours at the time of separation and yet do not receive a retired medical benefit shall be entitled to a separation payment equal to the value of two hundred and forty (240) hours of additional vacation time.

SECTION IV– BEREAVEMENT LEAVE**A. Up to Three Days**

All fulltime Executive employees may have up to three (3) days of bereavement leave with pay when a death occurs in their immediate family.

B. Immediate Family

Immediate family shall be defined as that group of individuals including the employee's mother and father, spouse's father and mother, spouse's step-parents, step-mother, step-father, foster parents, sister(s), brother(s), spouse, child(ren), step-child(ren), step-grandchild(ren), and all degree of relatives not listed but living within the household of the employee.

C. Use of Accrued Sick Leave

Only two (2) days of sick leave may be used for bereavement travel time per occurrence, and four (4) days of sick leave may be used for this purpose in any one fiscal year.

SECTION V – JURY DUTY

Full pay for jury duty will be limited to ten (10) calendar days in any one calendar year. The employee must give the City and fees received as a juror, excluding mileage fees, in exchange for their regular pay check;

SECTION VI – MATERNITY LEAVE**A. Perform Duties of Classification**

A pregnant employee may work as long as she is able to perform the duties assigned to her classification. The employee will be required to submit a report from her personal physician stating:

1. How long she may continue to perform her assigned duties without risk of injury to herself, others, or the unborn child.
2. When she may return to work after the termination of her pregnancy.

B. Length of Maternity Leave

The City will grant a six (6) month maternity leave of absence during which time the City will continue its portion of medical, health, dental, and life insurance premiums for the employee.

C. Use of Accumulated Sick Leave

The employee has the option to use her accumulated sick leave before or after her maternity leave of absence.

SECTION VII – FAMILY AND MEDICAL CARE LEAVE POLICY**A. State & Federal Law**

To the extent not already provided for under current leave policies and provisions, the City will provide family and medical care leave for eligible employees as required by State and Federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and medical Leave Act of 1994 (“FMLA”) and the regulations of the California Family Rights Act (“CFRA”) (Government Code § 12945.2). Unless otherwise provided by this article, “Leave” under this article shall mean leave pursuant to the FMLA and CFRA.

B. Eligibility

1. An employee is eligible for leave if he/she has been employed for at least twelve (12) months and has worked at least one thousand, two hundred and fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of leave.
2. Eligible employees are entitled to a total of twelve (12) work weeks of leave during and twelve (12) month period measured forward from the date an employee’s leave first begins.
3. An employee’s entitlement to leave for birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.
4. If any employee request leave for any reason permitted under the law, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave.
 - a. The exhaustion of accrued leave will run concurrently with the leave.
 - b. If any employee requests leave for his/her own serious health condition, in addition to exhausting other accrued leaves, the employee shall also concurrently exhaust sick leave.

SECTION VIII – SABBATICAL LEAVE

Executive employees shall be allowed, if approved by the City Manager (Administrative Officer), one week sabbatical leave of absence with pay for attendance at an educational course for credit, which course shall be applicable to the executive position with the City.

ARTICLE FIVE – LAYOFFS**SECTION I – LAYOFF AND RE-EMPLOYMENT POLICIES****A. Job Elimination Policy**

Any full-time employee with less than ten (10) years of service and satisfactory or above performance rating whose job is eliminated and employment terminated shall receive base compensation for two (2) pay periods and thirty-three percent (33%) of unused sick leave as severance pay, and two (2) weeks' notice.

SECTION II – LAYOFF PROCEDURE**A. Layoff Procedure**

1. The City Council or City Manager (Administrative Officer) may separate any employee or class or position without prejudice because of financial economy, reduction of work, or abandonment of activities, after giving a reasonable advance notice of separation and reasons therefore to such employee.
2. However, no permanent full-time employee shall be separated from any department while there are emergency, seasonal, probationary, part-time, or temporary employees serving in the same class of positions in any department.
3. The conditions of reduction in force layoffs shall be as follows:

- a. Order of Separation

Preference for retention shall be based equally upon performance as determined and supported in writing by each supervisory level involved, and upon seniority or service.

- b. Offer of Reassignment

An employee's appointment shall not be terminated as a result of a reduction in force procedure before he has been made a reasonable offer of reassignment, if such offer is immediately possible.

- c. Laid-Off Employees – Re-employment Register

The names of permanent employees who have been laid off due to reduction in force shall be placed on appropriate layoff re-employment list according to date separated and shall be eligible for re-employment. Such re-employment shall be based on the last employee laid off is the first employee on the list, with other employees being eligible in sequential order thereafter. Each employee on a layoff list shall remain on that list for one year. The City Manager (Administrative Officer) can extend the active period or re-employment lists or an individual employee's eligibility on such lists for a two (2) year period as he determines to be the best interest of the City.

- d. Appointment of Laid-Off Employees to Lower Class

The City Manager (Administrative Officer) may approve the appointment of an employee who is to be laid off to an existing vacancy in a lower or equal class for which he/she is qualified without requiring an examination.

ARTICLE SIX – GRIEVANCE PROCEDURE**SECTION I – GRIEVANCE PROCEDURE****A. Matters Subject to Grievance Procedure**

Full-time employees having probationary or permanent status may process a personal grievance on one or more than one of the following grounds:

1. Improper application of rules, regulations, and procedures.
2. Unfair treatment, including coercion, restraint, or reprisal.
3. Reduction in force action – layoffs.
4. Promotion procedures implemented unfairly.
5. Classification of position.
6. Non-selection for training opportunities.
7. Discrimination because of race, religion, color, creed, or national origin.
8. Any of the following which personally affect an employee to include: holidays, vacation, sick leave, retirement, fringe benefits, salary, performance rating, classification, working schedule.

SECTION II – GRIEVANCE PROCEDURE STEPS**A. Step One – Informal Process**

An employee must attempt first to resolve a grievance through discussion with his immediate supervisor without undue delay on an informal basis. If after such discussion the employee does not believe the problem has been satisfactorily resolved, he shall the right and obligation to discuss it with his supervisor's immediate superior, if any, and his department head if necessary. Every effort shall be made to find an acceptable solution by these informal means at the most immediate level of supervision. At no time may the informal process go beyond the department head concerned. In order that this informal procedure may be responsive, all parties involved shall expedite this process. In no case may more than twenty-one (21) calendar days elapse from the date of the alleged incident or action and the resolution of the grievance or completion of the informal process.

B. Step Two - Advisory Arbitration

1. If the grievance is not resolved in Step One, or if no answer has been received within the time limits established in Step One, the employee may within seven (7) calendar days present the grievance in writing to the Human Resources Director for processing. Failure of the grievant to take this action will constitute a waiver and bar to the grievance.
2. The scope of advisory arbitration of grievances shall be limited to discharges, demotions, or suspensions without pay. All other grievances shall bypass Step One of the grievance procedures and advance to Step Two. A grievant that chooses advisory arbitration shall be deemed to have made a choice for arbitration and shall be deemed to have waived his rights of appeal under the Civil Service Board of Review.
3. The Human Resources Director will process the grievance by invoking the advisory arbitration process with said impartial arbitrator being jointly selected by both parties within the shortest possible time, not to exceed ten (10) calendar days from the date the grievant submitted the written grievance to the Human Resources Director for processing in Step Four, unless external constraints prohibit compliance, whereupon the earliest date available shall apply.

4. Arbitrator shall be selected from a list provided by the State of California Conciliation and Mediation Services within five (5) calendar days after receipt of said list by both parties. If a mutual agreement cannot be reached at a meeting of the two (2) parties as to selection of an arbitrator, then each party shall strike off a name from the list on an alternating basis until one name remains, which person shall become the arbitrator. The party to have the first opportunity to strike a name from the list of arbitrators shall be determined by lot. The priority of striking names shall alternate from one party to the other each time advisory arbitration is invoked by the same parties. The appointment of an arbitrator shall be on a case-by-case basis.
5. The arbitrator shall adhere to the rules of evidence so far as is practicable in the conduct of an administrative proceeding. The arbitrator shall not hear witnesses or take evidence out of the presence of the other party. The arbitrator shall be bound by the express terms and conditions of the MOU, as well as the Civil Service Rules and Regulations, and departmental rules and regulations in determining the validity of the discharge, demotions, or suspension without pay, and shall not have the authority to recommend any additions or subtractions from the MOU or any provisions of the Civil Service Rules or Regulations, or departmental rules, regulations, and procedures. Moreover, the arbitrator shall be limited to ascertaining whether or not the individual grievant was discharged, demoted, or suspended without pay in violation of this MOU, Civil Service Rules and Regulations, or departmental rules and regulations. The arbitrator shall be strictly bound by the time limits set forth in the grievance procedure and shall not question or entertain any grievance in which employees have not adhered to such time limits.
6. Employees called as witnesses shall be scheduled to be released from duty to testify at the hearings. So that arrangements can be made for employees to be released from duty without causing interference with the normal operations and efficiency of the department, the grievant must submit a list of witnesses, the estimated time that their testimonies will take, and the hearing date to the Employee Relations/Human Resources Director with a copy to the department head give days prior to the scheduled arbitration date.
7. The findings of fact and the recommendations of the arbitrator shall be transmitted to the involved parties and the City Manager (Administrative Officer).
8. The arbitrator's fee and any mutually agreed upon expenses shall be borne one-half by the grieving employee and one-half by the City. Calling of witnesses by either party shall be done with a reasonable amount of restraint.

C. Step Three – Final Process/City Manager (Administrative Officer)

1. If the grievance is submitted to the City Manager (Administrative Officer) for review and settlement, the City Manager (Administrative Officer), in non-arbitral cases, may elect the methods he considers appropriate for the study of the issues and shall render a written decision to the parties within fifteen calendar days.
2. For all cases involving advisory arbitration recommendations, the City Manager (Administrative Officer) shall review the entire matter within ten calendar days after receipt of arbitrator's recommendations and render his decision.
3. The decision of the City Manager (Administrative Officer) shall be final, subject to review by a court of competent jurisdiction.

ARTICLE SEVEN – WORKING CONDITIONS**SECTION I – AMERICANS WITH DISABILITIES ACT**

The City shall take all actions necessary to comply with the ADA.

SECTION II – EMPLOYMENT OF RELATIVES**A. Purpose of Policy**

1. In order to minimize problems relating to supervision, morale, safety and security, it is necessary to regulate the employment of relatives by the City. Therefore applicants will not be hired and employees will not be placed into positions if the result would be that:
 - a. One person would be supervised by or be in the chain of command of a relative;
 - b. One person would participate in making, or advising on, employment decisions concerning a relative.
 - c. One person would be employed in the same department or division as a relative and, if for reasons of supervision, morale, safety or security, it is determined that the work involves potential conflicts of interest or other hazards greater for relatives than for non-relatives;
2. Employees who are working for the City prior to the effective date of this Policy under circumstances which would violate the provisions of Section II A. above, will not have their employment circumstances modified on account of this policy provided these circumstances do not, in the judgment of the City, create a problem of supervision, morale, safety or security. Should one of these employees become separated from employment by the City and later reapply, he/she will not be eligible for rehire in the circumstances which would create a violation of Paragraph A., above of this policy.
3. Employees of the City who become relatives after the effective date of this policy and work in circumstances which violate the provisions of Paragraph A.1., above will be subject to this Regulation. In such circumstances, the City will make reasonable efforts to reassign job duties so as to minimize problems of supervision, safety, security or morale.
4. If no reasonable effort will alleviate the problem of supervision, safety, security or morale, the City will determine whether, and under what circumstances, an employee may be permitted to remain in his/her current position. In applying this paragraph, the City will choose which of the employees will be affected, with primary consideration given to the operational needs of the City, including interests of economy, efficiency and effectiveness, and giving consideration to the work history and seniority of the employees affected.

B. Relatives Defined

1. For purposes of this policy “relatives” includes: spouse, a spouse type relationship which has, however, not been legally certified; parent (including foster, step, in-law); sibling (including foster, step, adoptive and in-law); children (including adoptive, foster or step); grandparent or grandchild; aunt or uncle; niece or nephew; and any other relative living in the same household as the employee.
2. Employees are responsible for advising their immediate supervisor if they are related or become related to another employee or City Council Member.

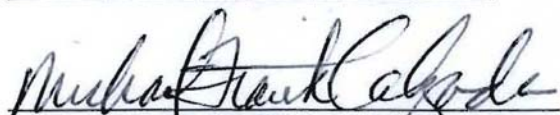
ARTICLE EIGHT – GENERAL PROVISION

A. Term

The term of this agreement between the City and IEO is from December 14, 2010, thru December 21, 2012.


B. Parties to Agreement

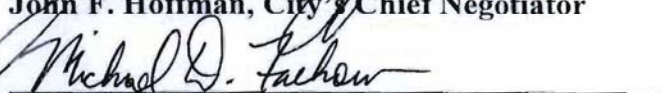
IEO EXECUTIVE EMPLOYEES


Michael Calzada, IEO Chief Negotiator



Sabrina Barnes, IEO Representative

CITY OF INGLEWOOD


John F. Hoffman, City's Chief Negotiator


Michael D. Falkow, Deputy City Administrator


Jose Cortes, Accounting Manager

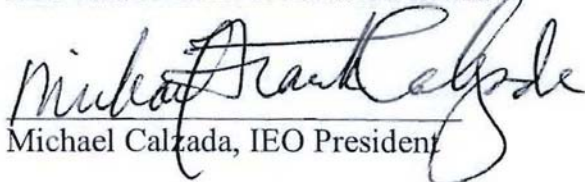

Leonca Cahee, Sr. Human Resources Analyst


Jeandra LeBeauf, Human Resources Specialist

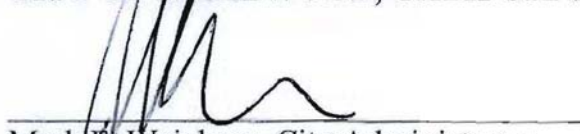
EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 21ST day of December 2010.

IEO EXECUTIVE EMPLOYEES


Michael Calzada, IEO President

CITY OF INGLEWOOD, CALIFORNIA


Mark F. Weinberg, City Administrator

APPENDIX ONE – RESOLUTION # 7117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA ADOPTING
RULES AND REGULATIONS GOVERNING EMPLOYER-EMPLOYEE RELATIONS

ARTICLE I – GENERAL PROVISIONS

SECTION 1 – THIS RESOLUTION

This resolution shall be known as the employer-employee relations resolution of the City of Inglewood.

SECTION 2 – STATEMENT OF PURPOSE

This resolution implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) captioned "Local Public Employee Organization," by providing orderly procedures for the administration of employer-employee relations between the City and its employee organizations. However, nothing contained herein shall be deemed to supersede the provisions of the City Charter, ordinances, resolutions, and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations, and the City.

It is the purpose of this resolution to provide procedures for meeting and conferring in good faith with recognized employee organizations regarding matters that relate to wages, hours, and other terms and conditions of employment for employees.

SECTION 3 – DEFINITIONS

As used in this resolution, the following terms shall have the meanings indicated:

APPROPRIATE UNIT shall mean a unit composed of employee classifications and positions, as determined.

CITY shall mean the City of Inglewood.

CITY COUNCIL shall mean the City Council of the City of Inglewood.

CONFIDENTIAL EMPLOYEE shall mean any employee who is privy to information leading to decisions of City management affecting employer-employee relations.

CONSULT/CONSULTATION IN GOOD FAITH means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions, and is distinguished from meeting and conferring in good faith, which involves an exchange of proposals and counter proposals in an endeavor to reach agreement.

DAY shall mean calendar day unless expressly stated otherwise.

EMPLOYEE shall mean any person employed by the City on a full-time basis, except elected officials.

EMPLOYEE ORGANIZATION shall mean any organization which includes employees of the City and which has as one of its primary purposes representing such employees in their relations with the City.

EMPLOYEE RELATIONS OFFICER shall mean the City Manager (Administrative Officer) or his/her duly authorized representative. The City Manager (Administrative Officer) is authorized to delegate these employee-relations duties and responsibilities to his/her duly authorized representative.

EXECUTIVE EMPLOYEE shall mean an employee having managerial responsibility for formulating or administering the implementation of City policies and programs. These executive employees include such positions as department heads and assistants to the City Manager (Administrative Officer).

IMPASSE shall mean that the representatives of the City and a recognized employee organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding and concerning which they are required to meet and confer remain so substantial and/or prolonged that further meeting and conferring would be futile.

MANAGEMENT EMPLOYEE shall mean any employee having significant authority in the interest of the City to supervise, hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or discipline other employees; or responsibly to direct them or to adjust their grievances or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

MEDIATION shall mean the efforts of a third person or persons functioning as an intermediary to assist the parties in reaching a voluntary resolution of an impasse.

PROFESSIONAL EMPLOYEE shall mean an employee engaged in work (1) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work, and (2) involving the consistent exercise of discretion and judgment in its performance, and (3) of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and (4) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes.

PROOF OF EMPLOYEE APPROVAL shall mean (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization using the payroll register for the period immediately prior to the date a petition is filed hereunder; except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization most recently signed by an employee. The words "recently signed" shall mean within 12 calendar months prior to the filing of a petition.

RECOGNIZED EMPLOYEE ORGANIZATION shall mean an employee organization, which has been formally acknowledged by the City as the exclusive employee organization that represents the employees in an appropriate representation unit pursuant to Article II hereof.

SCOPE OF REPRESENTATION shall mean to include all matters relating to employment conditions and employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order

ARTICLE II – REPRESENTATION PROCEEDINGS**SECTION 4 – FILING OF RECOGNITION PETITION BY EMPLOYEE ORGANIZATION**

An employee organization that seeks to be formally acknowledged as the recognized employee organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

1. Name and address of the employee organization
2. Names and titles of its officers
3. Names of employee organization representatives who are authorized to speak on behalf of the organization.
4. A statement that the employee organization has as one of its primary purposes, representing employees in their employment relations with the City.
5. A statement whether the employee organization is a chapter of or affiliated directly or indirectly in any manner with a local, regional, state, national, or international organization; and, if so, the name and address of such other organization(s).
6. Certified copies of the employee organization's constitution and by-laws.
7. A designation of those persons, not to exceed five in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on race, age, color, creed, sex, national origin, marital status, religion, or political beliefs.
9. The job classifications or titles of employees in the established appropriate unit and the approximate number of member employees therein.
10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that thirty percent (30%) of the employees in the proposed appropriate unit have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Employee Relations Officer unless the employee organization requests confirmation by the Division of Industrial Relations, in which case written proof shall be submitted to said Division of Conciliation for verification of proof of employee support.
11. A request that the Employee Relations Officer formally acknowledge the petitioner as the recognized employee organization representing the employees in the unit determined to be appropriate for the purpose of meeting and conferring in good faith.
12. The petition, including all accompanying documents, shall be declared to be true, correct, and complete under penalty of perjury by the duly authorized officer(s) of the employee organization executing it.

SECTION 5 – CITY RESPONSES TO RECOGNITION PETITION

- A. Upon receipt of the petition(s) the Employee Relations Officer shall within ten (10) days determine whether: (1) there has been compliance with the requirements of the recognition petition, and (2) the proposed representation unit is an appropriate unit in accordance with Section 10 of this Article II.
- B. If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he shall within ten (10) days after making said determination: (1) inform the petitioning employee organization, and (2) give written notice of such request for recognition to the employees in the unit. No further action on said request shall be taken by the Employee Relations Officer for thirty (30) days from the date of said written notice.
- C. If either of the matters specified in Subsection A above is not affirmatively determined, the employee organization may within ten (10) days request that the Employee Relations Officer appoint an impartial hearing officer in accordance with Subsection D below to conduct a hearing to find the underlying facts and make recommendations regarding the resolution of the matters raised by the petition.
- D. Within twenty (20) days after receipt of said request from the employee organization, the Employee Relations Officer shall request from the American Arbitration Association a list of nine (9) impartial hearing officers experienced in unit determination in the public sector. The employee organization concerned and the Employee Relations Officer alternately strike names from the list until only one (1) name remains, the employee organization striking first.
- E. The Employee Relations Officer shall appoint such remaining person as the impartial hearing officer to act as described in this section. If more than one employee organization has petitioned to represent any of the same employees, a list of ten (10) hearing officers shall be requested and the organizations and Employee Relations Officer shall strike names alternating with the organizations striking in an order to be determined by lot.
- F. The hearing officer shall conduct and conclude a hearing on the issues presented in an expeditious manner.
- G. Findings and recommendations of the hearing officer shall be made known to the City Council, the Employee Relations Officer, and the employee organization or organizations, if more than one has petitioned, within ten (10) days after the completion of the hearing.
- H. The City Council shall, after review of the findings and within ten (10) days of receipt thereof, render a final decision in writing to the Employee Relations Officer and employee organizations concerned. The determination of the City Council shall be final.

SECTION 6 – OPEN PERIOD FOR FILING CHALLENGING PETITION(S)

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition(s) for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the recognized employee organization of the employees in the same unit by filing a petition(s) evidencing proof of employee support in the established appropriate unit of at least thirty percent (30%) and otherwise in the same form and manner as set forth in Section 4 of this Article II. The Employee Relations Officer shall within ten (10) days after expiration of time for filing challenging petition(s) comply with Sections 4 and 5 of this Article II.

SECTION 7 – ELECTION PROCEDURES

- A. The Employee Relations Officer shall arrange for a secret ballot election to be conducted by the Division of Conciliation of the State of California Department of Industrial Relations in accordance with its rules and procedures, subject to the provisions of this resolution.
- B. All employee organizations who have duly submitted petition(s) which have been determined to be in conformance with this Article II shall be included on the ballot. The choice of "no organization" shall also be included on the ballot.
- C. The election shall be held within fifteen (15) days after the Employee Relations Officer has made the final determination on challenging petition(s) as required by Section 5 of this Article II.
- D. Employees entitled to vote in such election shall be those persons, as defined in Article I, Section 3, Subsection G, who are employed in positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation, or authorized leaves of absence, and who are employed by the City in the same unit on the date of the election.
- E. An employee organization shall be formally acknowledged as the recognized employee organization for the designated appropriate unit following an election or runoff election if it received a numerical majority of all valid votes cast in the election.
- F. In an election involving three or more choices where none of the choices receives a majority of the valid votes cast, a runoff election shall be conducted between the two choices receiving the largest number of valid votes cast. The rules governing an initial election shall be applicable to a runoff election.
- G. Within five (5) days from the date that the ballots of any election are counted, the Employee Relations Officer shall give written notice of the final results of the election to the City Council and to the participating employee organization.
- H. There shall be no more than one valid election under this resolution pursuant to any petition(s) in a twelve-month period affecting the same unit.
- I. Cost of conducting elections shall be shared equally by the City and each employee organization appearing on the ballot.

SECTION 8 – RECOGNITION

There shall be only one employee organization formally acknowledged as the recognized employee organization for each appropriate unit. It shall be the only organization entitled to meet and confer in good faith within the scope of representation for the employees in an appropriate unit.

A recognized employee organization representing non-management employees of the City in an appropriate unit may not represent management employees on matters within the scope of representation; however, nothing contained herein shall prohibit any management employee from joining or participating in any employee organization which represents non-management employees for the purpose of academic, social, fraternal, or vocational development. Employee organizations which are recognized by the City to be the recognized representative of employee classifications specifically set forth in Memorandum of Understanding for fiscal year 1975-76 shall continue to be the recognized employee organization for these classifications after

the adoption of this resolution, except that such employee organization shall be subject to the procedures for decertification of recognized employee organizations set forth in Section 9.

SECTION 9 – PROCEDURES FOR DECERTIFICATION

- A. A decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of January of any year following the first full year of recognition, or the thirty day period commencing between 180 days and 150 days prior to the expiration date of a Memorandum of Understanding, whichever occurs later. A decertification petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete.
1. The name, address, and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
 2. The name of the established appropriate unit and of the incumbent recognized employee organization sought to be decertified as the representative of that unit.
 3. An allegation that the incumbent recognized employee organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
 4. Proof of employee support that thirty percent (30%) or more of the employees in the established appropriate unit no longer desire to be represented by the incumbent recognized employee organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
- B. The Employee Relations Officer can accept only those petitions which (1) request decertification of the current recognized employee organization; and (2) do not request to carve out another unit from the already established appropriate unit.
- C. The decertification petition may be accompanied by a recognition petition for that established appropriate unit. Such accompanying recognition petition shall comply with Section 4 of this Article II.
- D. The Employee Relations Officer shall initially determine whether the decertification petition and accompanying recognition petition, if any, have been filed in compliance with the applicable provisions of this Article II.
- E. If the initial determination is in the negative, the procedures for initial negative determinations, as provided in Section 5 above, shall apply.
- F. If the final determination of the Employee Relations Officer remains unchanged, the employee organization may appeal such final determination in accordance with Section 11 of this Article II.
- G. If the determination of the Employee Relations Officer is in the affirmative, or if his/her negative final determination is reversed on appeal, he shall give written notice of such decertification petition and any accompanying recognition petition to unit employees.
- H. The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification; and, if an accompanying recognition petition was duly filed and in the event

decertification of the incumbent recognized employee organization is voted, the wishes of unit employees as to the question of representation. Such election and the selection of the third party to conduct the election shall be conducted in conformance with Section 7 of this Article II.

SECTION 10 – POLICY & STANDARDS FOR DETERMINATION OF APPROPRIATE UNITS

- A. The primary policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public; and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:
1. Similarity of the general kinds of work performed, types of qualifications required and the general working conditions.
 2. History of representation in the City and similar employment; except, however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit has organized;
 3. Number of employees and classifications and the effect on the administration of employer-employee relations created by the proliferation of units.
- B. Notwithstanding the foregoing provisions of this section, management and confidential employees shall not be represented by a recognized employee organization that represents non-management employees of the City.
- C. The Employee Relations Officer shall, after consultation with affected employee organization(s), allocate new classifications or positions and delete eliminated classifications or positions from units in accordance with the provisions of this section.

SECTION 11 – APPEAL PROCEDURES

An employee organization aggrieved by an initial determination of the Employee Relations Officer that a Recognition Petition (Section 4), Challenging Petition (Section 6), or Decertification Petition (Section 9), or employees aggrieved by an initial determination of the Employee Relations Officer that a Decertification Petition (Section 9), has not been filed in compliance with the applicable provisions of this Article, may appeal the initial determination by the procedures set forth in Section 4, invoked and incorporated by reference in Section 6 and Section 9.

ARTICLE III – IMPASSE PROCEDURE

SECTION 12 – IMPASSE PROCEDURES

Should a recognized employee organization or the City's duly authorized representative declare that an impasse, as defined in Section 3, Subsection K, exists during meet and confer sessions or over the interpretation of the Memorandum of Understanding then in existence between the recognized employee organization and the City, the following procedure shall be followed for resolving the impasse:

If the impasse matter relates to the interpretation or application of a currently existing Memorandum of Understanding, the parties shall follow the impasse procedures set forth in the existing Memorandum of Understanding.

If the impasse relates to a matter not expressly covered by an existing Memorandum of Understanding or relates to matters within the scope of representation and evolves from meet and confer sessions for a new Memorandum of Understanding, the parties shall utilize the following procedures:

Any procedure mutually agreed upon in writing by the parties, provided either party is duly authorized to agree to such procedure.

By mediation through the Division of Conciliation of the State of California Department of Industrial Relations if either party requests the services of that agency.

By fact-finding as set forth below in Section 13 Subsection B, provided the parties have exhausted the mediation process set forth in Paragraph 2 above and the mediator declares in writing to both parties that an impasse still exists as to any issue or issues which have not been resolved through mediation.

By the City Council where the issue or issues at impasse have not been resolved by any of the foregoing methods of resolution listed in Paragraphs 1-3 above.

SECTION 13 – PROCEDURES FOR MEDIATION & FACT- FINDING IMPASSE RESOLUTION

The procedure for resolving impasses through mediation and fact-finding shall be utilized in the following sequence:

A. Mediation

Within seven (7) calendar days of the declaration of impasse, either party may request the Division of Conciliation of the State of California Department of Industrial Relations to assign a mediator to resolve the issues in dispute between the City and the recognized employee organization. Should the mediator declare in writing that an impasse continues to exist after meeting with the parties in an effort to resolve the issues at impasse, either party may request fact-finding, with recommendations, to resolve the impasse. The cost of the mediator, if any, shall be shared equally by both parties.

B. Fact-Finding

1. Conditions and Time Limits for Fact-finding

If either party requests fact-finding with recommendations after mediation has been exhausted and the mediator has declared in writing that an impasse continues to exist on any issue or issues which were submitted to the mediator for resolution, then a Fact-finder shall be selected in the shortest possible time, not to exceed ten days after the impasse has been declared in writing by the mediator, unless the period of time is extended by mutual agreement.

2. Selection of Fact finder

A fact finder shall be selected from a list of nine (9) fact finders obtained by the City from the Division of Conciliation of the State of California Department of Industrial Relations, or the American Arbitration Association. Upon receipt of the list the parties shall select a Fact-finder by alternately striking from the list until a single fact finder remains that shall become the Fact-

finder. The priority of striking names shall alternate from one party to the other each time impasse procedures are invoked by the same parties. The employee organization or the City shall commence this process in an order determined by lot by striking the first name from the list of nine (9) Fact-finders in any initial Fact-finding.

3. Qualifications of the Fact-finder

Any Fact-finder appointed hereunder must be qualified by being knowledgeable in employer/employee relations in public employment.

4. Standards to be used by the Fact-finder

The Fact-finder shall use such standards as are customarily and traditionally utilized in the public sector by Fact-finders in resolving the issue or issues before the Fact-finder. In Fact-finding involving issues which might have economic or cost impact upon the City, the Fact-finder shall consider the City's ability to pay.

5. Hearings and Proceedings before the Fact-finder

The Fact-finder shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. The Fact-finder in consultation with the parties shall determine the date(s) and time(s) for said hearings.

6. Rules for Hearing before the Fact-finder

The Fact-finder shall make such rules as may be necessary for the conduct of hearings and proceedings to facilitate a recommendation. Said rules shall include an opportunity for both parties to make written and oral presentations of their positions and the reasons there-forth.

7. Fact-finder's Confidential Report

The Fact-finder shall develop a confidential report and send such report to the parties within ten days of the date of the conclusion of the hearing.

8. Distribution of Report

The report shall be made available to the City and the involved employee organization in written form and shall be presented to the City Council in an executive session.

9. Cost of Fact-finding

Each party shall be responsible for the costs incurred by the party in preparing their respective recommendations and in making their presentation to the Fact-finder. Costs of the Fact-finder shall be divided equally among the parties involved.

10. Written Record of Fact-finding Hearings

Either party may request a written record of all proceedings and hearings of the fact finder. The cost of such record shall be borne by the party making such request.

11. Fact-finder's Report Made Public

If an impasse still exists fifteen (15) working days after the submission of the Fact-finder's report to the City Council in executive session, said report shall be filed with the City Clerk's office and shall be for public information, thereafter.

ARTICLE IV – ADMINISTRATION

SECTION 14 – SUBMISSION OF CURRENT INFORMATION

Changes, if any, in the information filed with the City by a recognized employee organization under items A-H of its recognition petition under Section 4 of this Resolution shall be submitted in writing to the Employee Relations Officer at any time upon request by the City.

SECTION 15 – PAYROLL DEDUCTIONS ON BEHALF OF EMPLOYEE ORGANIZATIONS

Upon formal acknowledgment by the City of a recognized employee organization under this resolution, only such recognized employee organization may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by such organization upon the written authorization of employees in the unit represented by recognized employee organization on forms which may be provided therefore by the City. The providing of such service to the recognized employee organization by the City shall be contingent upon and in accordance with the provisions of memoranda of understanding and/or applicable administrative procedures.

SECTION 16 – EMPLOYEE ORGANIZATION ACTIVITIES USE OF CITY RESOURCES

Access to City work locations and the use of City paid time, facilities, equipment, and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in memoranda of understanding.

SECTION 17 – ADMINISTRATIVE RULES AND PROCEDURES

The Employee Relations Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

ARTICLE V – MISCELLANEOUS PROVISIONS

SECTION 18 – CONSTRUCTION

This resolution shall be administered and construed as follows:

- A. Nothing in this Resolution shall be construed to deny to any person, employee, organization, the City, or any authorized officer, body, or other representative of the City the rights, powers, and authority granted by Federal or State law or City Charter provisions.
- B. This Resolution shall be interpreted so as to carry out its purposes as set forth in Article I.

SECTION 19 – SEVERABILITY

If any provision of this resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION 20 – ADOPTIONS

The City Clerk shall certify to the passage and adoption of this resolution and to its approval by the City Council. Immediately upon final passage and adoption, this resolution shall be in full force and effect.

APPENDIX TWO—EXECUTIVE EMPLOYEE WORK FURLOUGH PROGRAM**For City Hall/City Operations and the Police Chief****A. Definition**

The term Employee Work Furlough Program as used in this agreement, is a required reduction in a City of Inglewood (“City”) Inglewood Executive Organization (“IEO”) employee’s (a unit employee’s) salary in lieu of furlough work scheduled hours.

B. City Hall/City Operations

Effective the first full pay period beginning on December 24, 2010, City Hall and City Operations, other than Police or other safety services, shall be closed every Friday until the expiration of the Employee Work Furlough Program.

C. Exempt Employees - Administrative, Executive or Professional Employees

The City and IEO agree that all unit employees receive a 10% reduction in pay in lieu of furlough hours, as set forth in this agreement.

1. Exempt Employees.
 - a. Exempt employees include all executive, administrative, or professional employees who are classified as exempt employees under the provisions of the Fair Labor Standards Act (“FLSA”).
 - b. Exempt employees are salaried employees, and are paid a full salary for any week in which they perform work, without regard to the number of days or hours worked, unless meeting one of the exceptions of the Fair Labor Standards Act. Exempt employees are not subject to the overtime provisions of the Fair Labor Standards Act.
2. Working Hours – Exempt Employees:
 - a. Special Provisions Applicable to Employees of Public Agencies, 29 CFR 541.5d.(b), provides that normally exempt employees whose pay is reduced due to a budget required furlough must be paid on an hourly basis during any workweek in which the furlough occurs and for which the employee’s pay is reduced. Therefore, 29 CFR 541.5d (b) could make normally exempt employees eligible for pay and overtime, during a week that their hours are reduced due to a furlough.
 - b. Therefore, as the City and IEO desires that all employees have the same reduction in pay, employees in the IEO will receive a ten percent (10%) reduction in pay as set forth in this agreement. IEO unit employees will not be required to work on the Fridays on which non-exempt employees are normally provided an unpaid furlough.
 - 1) To account for and track days that an IEO unit member is not required to work, each IEO unit member will receive two hundred and eight (208) hours of unpaid Administrative Leave for each twelve (12) consecutive months that the Employee Work Furlough Program is in effect.
 - 2) The two hundred and eight (208) hours of unpaid Administrative Leave for each twelve

(12) consecutive months are designed to coincide with the closure of City Hall on alternative Fridays.

- 3) These unpaid Administrative Leave hours, as approved by the City Manager (Administrative Officer) must be taken prior to the expiration of the Employee Work Furlough Program.
- c. All unit employees hired on or after the date the Employee Work Furlough Program is adopted by the City Council, shall have their pay reduced by ten percent (10%), and provided a pro-rated percentage of unpaid Administrative Leave hours.

D. Length of this Employee Work Furlough Program

When the Employee Work Furlough Program discontinues, unit employees shall have their salaries restored to their pre-Employee Work Furlough unreduced salary, but would include any salary increases that may have occurred during the time the Employee Work Furlough Program is in effect. All unit employees, however, will not be reimbursed for any of the salary reduction.

E. Employee Benefits, Leave Accruals and Retirement

1. All unit employees' benefits including medical, dental, vision, life insurance and leave benefit accruals (vacation and sick leave) shall not change nor be affected by the Employee Work Furlough Program.
2. Unit employees' actual earnings shall continue to be reported by the City to CALPERS.
3. The Employee Work Furlough Program will not count as a break in service and shall not affect seniority or step advancement. Probationary periods will not be impacted.

F. Salary Increases

1. Unit employees' unreduced salary will be maintained by the City while the Employee Work Furlough Program is in effect.
2. Any salary increases authorized by the City will apply to the unreduced unit employee's salary.
3. The percentage in reduction of pay required by the Employee Work Furlough Program shall not be adjusted due to salary changes that occur during the life of the Employee Work Furlough Program.

G. Payroll Records

1. Administrative Leave for IEO employees will be recorded on each unit employee's work timesheet as "IEOL" to designate the hours in lieu of furlough hours.
2. Administrative Leave for IEO accruals, accrued totals and the amount used shall be recorded on the unit employee's payroll stubs as IEOL.

H. Use of Accumulated Leave Time Benefits

1. Unit employees are not allowed to utilize accumulated sick leave, vacation leave, or any other type of compensation leave to offset the salary.

2. Until the Employee Work Furlough Program is terminated, unit employees may not “cash out” any of their accumulated vacation leave or sick leave except upon termination of employment with the City or as specified in Appendix Three.

I. Terms and Conditions of Employee Work Furlough Program

To the extent any terms and conditions of the Employee Work Furlough Program for City Hall/City Operations and the Police Chief conflict with any other provision of the MOU or any other City procedure, policy or guidelines, the terms and conditions of this Employee Work Furlough Program shall control and prevail.

APPENDIX THREE – EMERGENCY VACATION CASH-OUT POLICY**EMERGENCY PROVISION**

The only exception to the no-cash out policy of accumulated vacation leave time during the time of the Employee Work Furlough Program, in addition to the current policy set forth in the MOU shall be as follows:

A. Written Documentation

Unit employees must submit as written verifiable documented evidence to the City Manager (Administrative Officer) requesting emergency cash-out of their accumulated vacation and sick leave per the criteria set forth in the MOU.

B. Qualifying Criteria

Qualifying documented criteria must be submitted in writing on any of the following:

1. Medical bills resulting from an accident or unexpected illness that are not covered by insurance
2. Damage to your home due to an accident or natural disaster (beyond insurance reimbursement or any deductible)
3. Loss of your property due to theft (beyond insurance reimbursement)
4. Legal bills involving criminal charges against you, your spouse, registered domestic partner, or dependent who can be claimed on your tax return
5. Expenses associated with the imminent foreclosure of or eviction from your primary residence
6. Non-refundable deductibles and prescription medicine expenses associated with medical expenses resulting from the sudden illness or accident of you, your spouse, registered domestic partner or dependent who can be claimed on your tax return
7. Funeral expenses for a spouse, registered domestic partner, or dependent that can be claimed on your tax return

C. Payment

If the requesting employee satisfactorily meets the criteria in this policy, the City Manager (Administrative Officer) will approve the request for “cash out” of vacation leave per the policy set forth in the MOU and the City shall provide the cash out check available to the eligible employee within fifteen (15) business days from the date the written request was submitted to the City Manager (Administrative Officer).

D. Final Decision

The decision of the City Manager (Administrative Officer) on request is final.