

**CITY OF INGLEWOOD  
Human Resources Department**



**MEMORANDUM OF UNDERSTANDING  
FOR  
INGLEWOOD POLICE OFFICERS ASSOCIATION (IPOA)  
JANUARY 1, 2010 through DECEMBER 31, 2012  
THREE YEAR AGREEMENT**

With Option by IPOA to Extend Agreement One More Year through December 31, 2013  
(Except AS Further Modified and Extended by This Agreement)

# TABLE OF CONTENTS

ARTICLE ONE—EMPLOYEE – EMPLOYER RIGHTS .....	7
SECTION I - PARTIES TO MEMORANDUM OF UNDERSTANDING .....	7
SECTION II - RECOGNITION CLAUSE .....	7
A. Inglewood Police Officers Association .....	7
B. Recognition Rights .....	7
SECTION III - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES .....	7
A. Newly Hired Employees .....	7
B. Dues and Benefit Deductions Programs .....	7
C. Indemnification .....	7
D. Equality of Representation .....	7
E. Time Off for Meeting and Confering .....	8
F. Time Off for Grievance Processing .....	9
G. Time Off for Association Board Meetings .....	10
H. Office Space .....	10
I. Meeting Facilities .....	10
J. Bulletin Boards and Mail .....	10
SECTION IV - MANAGEMENT RIGHTS AND RESPONSIBILITIES .....	11
A. Management Rights .....	11
B. Impact of Management Rights .....	11
SECTION V - NO STRIKE PROVISION .....	12
A. Prohibited Conduct .....	12
B. Association Responsibility .....	12
ARTICLE TWO—GRIEVANCE PROCEDURE .....	13
SECTION I - GRIEVANCE PROCEDURE FOR POLICE EMPLOYEES .....	13
A. Sole and Exclusive Grievance Procedure .....	13
B. Definition of Grievance .....	13
C. Probationary Employees .....	13
D. Time Limits for Filing Grievance(s) .....	13
E. Representation in Presentation of Grievance .....	14
F. Effect of Election of Grievance Procedure for Resolution of Individual Grievance .....	14
G. Calendar Days and Working Days Defines as Same .....	14
SECTION II - GRIEVANCE PROCEDURE STEPS .....	14
A. Step One - Informal Process .....	14
B. Step Two - Formal Process - Management Supervisor .....	14
C. Step Three - Formal Process - Commander .....	14
D. Step Four - Formal Process – Police Chief .....	15
E. Step Five - Arbitration .....	15
F. Step Six - City Administrator .....	17
G. All Proposed Disciplinary Actions – <i>Skelly</i> Process Required .....	17
H. Cost of Arbitrator .....	17
SECTION III – ARBITRATION TERMINATION CLAUSE .....	17
ARTICLE THREE—SALARIES AND COMPENSATION .....	18
SECTION I - SALARIES .....	18
A. Salary Adjustment Criteria .....	18
B. Salary Increases .....	18
C. Monthly salaries on the effective date of this MOU .....	18
SECTION II – EMPLOYEE WORK FURLOUGH PROGRAM .....	18

A.	Effective Date.....	18
B.	No Cash-Out of Vacation / Sick Leave Benefits Except for Emergencies .....	18
SECTION III - COMPENSATION .....		19
A.	Assignment Guidelines – Police Investigator .....	19
B.	Bilingual Interpretation .....	19
C.	Education POST Incentive .....	19
D.	Holiday In-Lieu Pay .....	20
E.	Motorcycle Duty .....	20
F.	Longevity Pay Plan .....	21
G.	Shoot Program .....	21
H.	Supervisory Differential .....	21
I.	Field Training Officer Duty and Selection/Recertification Process .....	21
J.	Senior Lead Officers (SLO) Assignment .....	23
K.	Uniform Allowance .....	23
L.	Range Master Duty .....	23
M.	Canine Duty .....	23
N.	Lateral Hire Incentive Program .....	24
SECTION IV - RETIREMENT PROVISIONS .....		24
A.	Retirement System.....	24
B.	Contributions.....	24
C.	Additional Retirement Benefits.....	25
ARTICLE FOUR—BENEFITS.....		26
SECTION I - BENEFITS ADMINISTRATION PROVISION .....		26
A.	Administration .....	26
B.	Selection and Funding .....	26
C.	Changes.....	26
SECTION II - BENEFITS .....		26
A.	Medical.....	26
B.	Medical Premiums – New Employees Hired on or After January 7, 2011 .....	27
C.	Medical Insurance Waiver.....	27
D.	Dental.....	27
E.	Optical.....	27
F.	Definition of Dependent Child .....	27
G.	Term Life Insurance .....	28
H.	Life Insurance - Retired Employees .....	28
I.	Accidental Death Benefit.....	28
J.	Medical Plan - Retired Employees .....	28
K.	Medical Plan - Retired Employees Who Were Hired on or After January 7, 2011 .....	31
L.	Safety Equipment.....	31
M.	Replacing or Repairing Property of Employees .....	32
N.	Library Privilege .....	33
O.	Legal Defense .....	34
P.	Use of Rogers Park.....	34
Q.	Lounge .....	34
R.	Parking.....	34
S.	Long Term Disability Plan .....	34
ARTICLE FIVE—LEAVES .....		35
SECTION I – VACATION .....		35
A.	Accumulation.....	35
B.	Vacation Leave Accrual Rate Reduction.....	36
C.	Scheduling of Vacations.....	36

SECTION II – SICK LEAVE ACCRUAL AND USE.....	36
A. Accrual and Use.....	36
B. Family Sick Leave – Sick Leave Use.....	37
C. Sick Leave Pay Off For Retired Medical Plan Premium Payments.....	37
D. Annual Cash Out of Sick Leave.....	37
SECTION III – CATASTROPHIC TRANSFER OF ACCRUED LEAVE HOURS.....	38
A. Policy.....	38
B. Limitations.....	38
SECTION IV – BEREAVEMENT LEAVE.....	38
A. Policy.....	38
SECTION V – MATERNITY LEAVE.....	39
SECTION VI – PERSONAL LEAVE.....	39
A. Policy.....	39
B. Personal Leave Hours.....	39
SECTION VII – FAMILY AND MEDICAL CARE LEAVE POLICY.....	40
A. State and Federal Law.....	40
B. Policy.....	40
C. Use of the Term Leave.....	40
D. Eligibility.....	40
ARTICLE SIX—WORKING CONDITIONS.....	41
SECTION I – ACTING APPOINTMENT COMPENSATION.....	41
A. Definition.....	41
B. Policies and Procedures.....	41
SECTION II - ELIGIBILITY FOR PROMOTIONALS.....	41
A. Eligibility.....	41
B. Changes in Qualifications.....	42
SECTION III - REVIEW OF PROBATIONARY PERIOD.....	42
SECTION IV - ASSIGNMENT GUIDELINES.....	42
A. Lateral Transfers.....	42
B. Lateral Transfer Selection Process.....	42
C. Budget Reduction of Assignments.....	44
SECTION V - SENIORITY PRIVILEGES.....	44
A. Vacations.....	44
B. Shift Assignments and Days Off.....	44
C. Holiday Requests.....	45
SECTION VI - AMERICANS WITH DISABILITIES ACT.....	45
A. Comply with ADA.....	45
B. Impact of ADA.....	45
SECTION VII - EMPLOYMENT OF RELATIVES.....	45
A. Policy.....	45
B. Employees Working Prior to Effective Date of Policy.....	45
C. Employees Who Become Relatives.....	46
D. Affected Employees.....	46
E. Definition of Relatives.....	46
F. Responsibility of Employees.....	46
SECTION VIII – REDUCTION IN FORCE BY LAYOFFS.....	46
A. Layoff Procedure.....	46
B. Job Elimination.....	47
ARTICLE SEVEN—WORK SCHEDULE/OVERTIME PROVISIONS.....	48
SECTION I – DEFINITION OF TERMS.....	48
A. Employees.....	48

B.	Regular Work Day (5 days/8 hours Work Schedule)	48
C.	Regular Work Day (4 days/10 hours Work Schedule)	48
D.	Regular Work Day (3 days/12.5 hours Work Schedule)	48
E.	Work Week	48
F.	Hours Worked	48
G.	Base Rate of Pay	49
H.	Regular Hourly Rate of Pay	49
I.	Standby Assignment	49
SECTION II - OVERTIME PROVISION		49
A.	Regular Overtime	49
B.	Call Back Overtime	49
C.	Court Overtime	49
D.	Court Travel Time	50
E.	Special Overtime	50
F.	Overtime Distribution	51
G.	Overtime Pay	51
SECTION III - COMPENSATORY TIME		51
A.	Accrual	51
B.	Maximum Accrual	51
C.	Fifty (50) Overtime Hours Not Cashed Out	51
D.	Time Off	51
SECTION IV - STANDBY ASSIGNMENT COMPENSATION		52
A.	Compensation	52
B.	Limitations	52
SECTION V - TRAINING ASSIGNMENT COMPENSATION		52
ARTICLE EIGHT—GENERAL PROVISIONS		53
SECTION I - WAIVER PROVISION ON BARGAINING DURING TERM OF AGREEMENT		53
SECTION II - EMERGENCY WAIVER PROVISION		53
SECTION III - SEVERABILITY PROVISION		53
SECTION IV - LAW, RULES, REGULATIONS, AND AMENDMENTS		53
A.	Sole and Entire Memorandum of Understanding	53
B.	Civil Service and Departmental Rules and Regulations	53
SECTION V - REQUESTS BY IPOA		54
SECTION VI - POLICE CHIEF - IPOA MEETING		54
SECTION VII - TERM OF THIS AGREEMENT		54
SECTION VIII - RATIFICATION AND EXECUTION		54
PARTNERS TO AGREEMENT		55
APPENDIX ONE—Employee Work Furlough Program		56
A.	Definition	56
B.	Non-Exempt Employee	56
C.	Work Schedule	56
D.	Furlough Hours	56
E.	10-Hour Furlough Shifts – Regular Patrol	57
F.	Selecting Shifts for Furloughs	57
G.	Audit Furlough Leave Taken	57
H.	New Hires, Promoted, or Returning from Unpaid Leave	58
I.	Unpaid Leave of Absence	58
J.	Employee Benefits	58
K.	No Reduction in Base Salaries/Earnings Reported to PERS	58
L.	Overtime and Compensatory Time	58

M.	Mandatory Court Appearance/On-Call Subpoena .....	59
N.	Payroll Records.....	59
O.	Use of Accumulated Leave Time Benefits .....	59
P.	Exemption from Employee Work Furlough Program.....	59
Q.	Terms and Conditions of Employee Work Furlough Program.....	59
APPENDIX TWO—EMERGENCY VACATION/SICK LEAVE CASH-OUT POLICY .....		60
Section I - Emergency Provision.....		60
Section II - Written Documentation .....		60
Section III - Qualifying Criteria .....		60
Section IV - Payment.....		60
Section V - Final Decision.....		60

## ARTICLE ONE—EMPLOYEE – EMPLOYER RIGHTS

### 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 the Inglewood Police Officers Association (IPOA), (hereinafter referred to as "IPOA") pursuant to Government Code Section 3500 as Amended, et seq.

### SECTION II - RECOGNITION CLAUSE

#### A. Inglewood Police Officers Association

The City recognizes the Inglewood Police Officers Association (IPOA), as the recognized representative organization listed in the Bi-Weekly Pay Plan for the classification and rank of Police Officer.

#### B. Recognition Rights

The recognition rights of the representative organization designated herein shall not be subject to challenge until during a thirty (30) calendar day period running between one hundred and eighty (180) to one hundred and fifty (150) calendar days before expiration of this MOU and subject to any final court orders.

### SECTION III - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

#### A. Newly Hired Employees

The City agrees to provide IPOA with a list, on a monthly basis, of the names and addresses of all newly hired full-time employees holding the Police Officer classification and positions recognized to be presented by IPOA.

#### B. Dues and Benefit Deductions Programs

1. The City shall deduct dues on a regular basis from the pay of all classifications and positions recognized to be represented by IPOA or who voluntarily authorize such deductions, in writing, on a form to be provided for this purpose which is mutually agreed to by the IPOA and the City.
2. The City shall remit such funds to the Union within thirty (30) days following the deductions.

#### C. Indemnification

The IPOA agrees to hold the City harmless and indemnify the City against any claims, causes of action, or law suits arising out of the deductions or transmittal of such funds to IPOA

#### D. Equality of Representation

1. Non-Interference by City

- a. The City will not interfere with, or discriminate in any way against, any employees by reason of their membership or activity required by the employer-employee agreement.
- b. The City will neither encourage nor discourage membership in the respective recognized employee association.

## 2. Association Representative Responsibilities

The recognized representative employee association assumes its responsibility as designated representative to represent all employees without discrimination, interference, restraint, or coercion.

## 3. Non-Discrimination Provision

- a. The provisions of existing and future agreements shall be applied equally to all member employees without discrimination as to age, sex, marital status, religion, race, color, creed, national origin, or political or union affiliation.
- c. The recognized employee association, along with the City, shall share equally the responsibility of applying these provisions.
- d. Whenever the masculine gender is used in this MOU, it shall be understood to include the feminine gender.

## **E. Time Off for Meeting and Conferring**

1. The City recognizes that due to the unique nature of the services performed by peace officers, it is of benefit to both the City and IPOA that the City permit IPOA employer-employee relations committee to be granted leave from duty with full pay during scheduled working hours to participate in such meet and confer sessions as requested by the City.
2. When an employee participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s).
3.
  - a. Full pay, as used above, shall mean the employee's current base salary, benefits, and any assigned bonus.
  - b. Full pay shall not include any overtime or compensatory time when meet and confer session(s) are held at times which would if worked, constitute time worked for which employees would receive overtime and/or compensatory time off.
4. The IPOA shall provide the Police Chief and the Human Resources Director with a written list of individuals who will serve as the IPOA employer-employee relations team for the purpose of the meeting and conferring process.
5.
  - a. Such list shall be provided at least two (2) calendar weeks prior to the date set for meeting and conferring.
  - b. Such requirement shall be waived by the City should the City request meet and confer session(s) at a time when it would be impractical for the IPOA to meet such requirements.

**F. Time Off for Grievance Processing**

1. a. One of two (2) representatives designated by the IPOA shall be entitled to receive time off upon approval of the Police Chief for the purpose of processing and/or adjusting a grievance for the employees covered by this agreement.
- b. The Police Chief shall not unreasonably withhold approval of time off without cause.
- c. The IPOA representative, as a full-time sworn non-management peace officer of the Police Department, shall conduct his Association activities in such a manner as to minimize his time away from regular police department duties.
- d. The IPOA shall be permitted to name an alternative representative to carry out duties of its designated IPOA representative in his absence.
2. Upon execution of this Memorandum of Understanding the IPOA shall notify the Police Chief and the Human Resources Director of the name or names of individuals who are initially authorized by the IPOA to adjust and/or process grievances.
3. If there is any change in persons designated to process and/or adjust grievances the IPOA shall immediately notify the Police Chief and the Human Resources Director in writing of such changes.
4. In the performance of his duties the IPOA representative who processes and/or adjusts grievances shall not unduly interfere with the work of other members of the Police Department or the normal operations of the Police Department, but shall carry out his/her duties so as to minimize other employees' lost work time as a result of the processing or adjusting of grievances by the IPOA representative.
5. Before entering a job site to present or adjust a grievance, the Officer must notify and receive permission to enter from the supervisor in charge of the area or job site that he wishes to enter.
6. The Officer shall work with the supervisor of the area to minimize other employees' loss of time or disruption to the work of other employees.
7. a. The IPOA representative must notify his/her management supervisor before leaving his/her job site to process and/or adjust grievances.
- b. IPOA representative will notify his/her immediate management supervisor upon his/her return to his job site so that the time spent on such Association business can be documented and submitted to the Police Chief.
- c. Documentation shall be limited to name of IPOA representative, date and time spent, and general division of department in which grievant is assigned.
- d. Permission to leave the job site and approval of time off shall not, considering all circumstances such as emergencies, be arbitrarily withheld by the representative's immediate management supervisor or the Police Chief.

**G. Time Off for Association Board Meetings**

1. The City shall grant IPOA board members time off not to exceed a total of five hundred (500) hours collectively for all members of the board each fiscal year.
2. The president of the Association may take up to twenty-five (25) working days off during any fiscal year for Association business and the Association shall reimburse the City for salary paid to the president for these days off.
3. The twenty-five (25) days shall not count in computing the five hundred (500) hours set forth above.

**H. Office Space**

1. The City shall provide office space for the IPOA.
2. The location and size of such office space shall continue to be designated by the City and may be changed by the City upon consultation and proper notification to IPOA.

**I. Meeting Facilities**

1. The IPOA may use City community conference rooms and similar building facilities for meeting with employees in the unit it represents on the same basis as other members of the community and other employee organizations within the City.
2. Use of the City meeting facilities shall require reasonable advance notice to the appropriate City official and shall be subject to availability of the facility.
3. The IPOA shall pay any costs attendant to use of said facility on the same basis as other organizations using said facility.

**J. Bulletin Boards and Mail**

1. The IPOA shall have the use of bulletin boards and e-mail wherever Police Department work sites exist, including a locked, glass-covered board, for the following purposes only:
  - a. Notices of meetings
  - b. Notices of elections and announcements of results
  - c. Notices of social events.
2. Any other matters to be placed upon a bulletin board or sent through e-mail must have prior approval from the Police Chief or his/her designee. The IPOA shall be given a key to the glass covered board.
3. The IPOA shall have the right to use the departmental inter-office mail for communications of any nature (which would not otherwise be prohibited by law) from the Union to the members. The IPOA may transmit reasonable amounts of written materials through the City's departmental inter-office mail system.

**SECTION IV - MANAGEMENT RIGHTS AND RESPONSIBILITIES****A. Management Rights**

In order to ensure that the City shall continue to carry out its safety and protection services functions and responsibilities to the public as imposed by law, and to maintain efficient and responsive police and safety provisions for the citizens of the City of Inglewood, the City continues to reserve and retain solely and exclusively all rights including but not limited to:

1. Determine Police Department policy, including the right to manage the affairs of the Police Department in all respects.
2. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain members of the Police Department.
3. Relieve members of the Police Department from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive, in accordance with Civil Service Rules and Regulations.
4. Determine standards and level of services to be rendered, operations to be performed, utilization of technology and equipment, means and methods of operation, and overall budgetary matters, including but not limited to the right to contract or sub-contract any work, services, or operations of the Police Department.
5. Determine the appropriate job classifications, organizational structure, and personnel by which Police Department operations are conducted.
6. Determine the size and composition of the Police Department, assign members of the Police Department, and establish work schedules and assignments.
7. Determine the issues of public policy, and control the overall mission of the Police Department.
8. Maintain and improve the efficiency and effectiveness of the Police Department.
9. Take any necessary actions to carry out the mission of the Police Department in situations of emergency.
10. Establish performance standards for members of the Police Department, including but not limited to quality and quantity standards.
11. Take whatever other actions may be necessary to carry out the wishes of the City and public, and for police protection not otherwise specified above.
12. Establish and promulgate rules, regulations, policies, and procedures relating to productivity, efficiency, conduct, and safety; as well as the rules, regulations, policies, and procedures designed to comply with applicable judicial decisions and legislative enactments and to require compliance therewith.

**B. Impact of Management Rights**

Where required by law the City agrees prior to implementation to meet and confer with IPOA over the impact of the exercise of a management right upon the wages, hours, and other terms and conditions

of employment of its members unless the impact/consequences of the exercise of a management right upon IPOA members are provided for in the Memorandum of Understanding, Civil Service Rules and Regulations, or departmental rules and regulations.

## **SECTION V - NO STRIKE PROVISION**

### **A. Prohibited Conduct**

1. IPOA, its officers, agents, representatives, and/or members agree that during the term of this Memorandum of Understanding they will not call, engage in, or condone any strike, walkout, work stoppage, job action, slowdown, sickout, blue flu, withholding of services, or other interferences with City operations; or honor any job action by any other employee of the City, or any other employers, by withholding or refusing to perform services.
2. Any employee who participates in any conduct prohibited in Paragraph 1 above shall be subject to termination by the City regardless of whether IPOA carries out in good faith its responsibilities set forth below.
3. In addition to any judicial remedies available to the City against the IPOA and its officers, agents, representatives, and/or members, or disciplinary action against IPOA members, agents, and representatives employed by the City, the City may suspend any and all of the rights and privileges accorded IPOA under any ordinance, resolution, or rules and regulations of the City or any memorandum of understanding with the City, including but not limited to the suspension of recognition of such employee organization and the use of the City bulletin boards and facilities.

### **B. Association Responsibility**

1. In the event that IPOA, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Paragraph A.1 above, IPOA shall immediately instruct, in writing, any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and is unlawful and that they must immediately cease engaging in conduct prohibited in Paragraph A1 above; and order their members to return to work.
2. If the IPOA carries out its responsibilities under this Section in good faith, the City shall not bring suit against the IPOA for damages resulting from its engaging in prohibited conduct set forth in Subsection A.1 above.

## ARTICLE TWO—GRIEVANCE PROCEDURE

### SECTION I - GRIEVANCE PROCEDURE FOR POLICE EMPLOYEES

#### A. Sole and Exclusive Grievance Procedure

This Grievance Procedure shall be the sole and exclusive procedure for resolving grievances.

#### B. Definition of Grievance

Full-time probationary or permanent status employees may file a personal grievance on those grounds as defined as follows:

1. Improper application of City or departmental rules and regulations directly affecting an employee's work schedule, fringe benefits, holidays, vacation, sick leave, performance rating, retirement, change in classification or salary.
2. Unfair treatment including coercion, restraint, or reprisal.
3. Promotion procedures implemented unfairly.
4. Classification of position.
5. Non-selection for training opportunities.
6. Discrimination because of age, sex, race, marital status, religion, color, creed, national origin, or political or union affiliation.
7. Discharge, demotion or suspension without pay.

#### C. Probationary Employees

Probationary employees not previously holding permanent status in a lower police classification may file grievance(s) under all the grievable grounds defined herein under Subsection B above, but shall not be entitled to file and/or process grievances involving discharges, demotions, or suspensions without pay.

#### D. Time Limits for Filing Grievance(s)

1. Time limits for filing written formal grievances herewith shall be strictly construed, but may be extended by mutual agreement evidenced in writing and signed by a duly authorized representative of the City and the grieving party.
2. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute a waiver and bar to further processing of the grievance.

**E. Representation in Presentation of Grievance**

The grieving party may request the assistance of another person of his own choosing preparing and presenting the grievance at any level of review, or may be represented by his/her recognized employee organization, or may represent himself.

**F. Effect of Election of Grievance Procedure for Resolution of Individual Grievance**

Where grieving party has elected to utilize the grievance procedures set forth herein, the grieving party shall be foreclosed from utilizing any other procedures, such as the Civil Service Board of Review, within the City for resolution of a complaint based upon the same facts as the grievance.

**G. Calendar Days and Working Days Defines as Same**

For the purpose of this grievance procedure the terms calendar days and working days shall be defined as being the same since the Police Department operates on a twenty-four (24) hours, seven (7) days per week basis.

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

1. An employee must attempt first to resolve a grievance through discussion with his immediate supervisor without undue delay on an informal basis. Every effort shall be made to find an acceptable solution by these informal means at the most immediate level of supervision. In order that this informal procedure may be responsive, all parties involved shall expedite this process.
2. In no case may more than twenty-one (21) calendar days on all grievance matters elapse from the date of the alleged incident and the filing of a written formal grievance with the Human Resources Director with a copy to the Police Chief, or the grievance shall be barred and waived.

**B. Step Two - Formal Process - Management Supervisor**

1. If the grievance is not resolved through the informal process and a written grievance is filed within the time limit set forth above, the grievant shall discuss the grievance with his/her immediate supervisor.
2. The immediate management supervisor shall render a decision and comments in writing and return them to the grievant within seven (7) working days after receiving the grievance.
3. If the grievance involves discipline that has already been sustained by the Police Chief through the *Skelly* process, the employee may proceed directly to Step Five – Arbitration as set forth in this agreement, by filing an appeal within the seven working days' time period set forth in Step Five in this Section II.

**C. Step Three - Formal Process - Commander**

1. If the grievance is not resolved in Step Two, or if no answer has been received from his/her immediate management supervisor within seven (7) working days from the presentation of the written grievance, the grievant may within seven (7) calendar days present the grievance in writing to his/her commander.

2. Failure of the grievant to take this action will constitute a waiver and bar to the grievance.
3. The commander shall render his/her decision and comments in writing and return them to the grievant within seven (7) working days after receiving the grievance.

**D. Step Four - Formal Process – Police Chief**

1. If the grievance is not resolved in Step Three, or if no answer has been received from his/her commander within seven (7) working days from the presentation of the written grievance, the grievant may within seven (7) calendar days present the grievance in writing to the Police Chief. Failure of the grievant to take this action will constitute a waiver and bar to the grievance.
2. The Police Chief shall render his/her decision and comments in writing and return them to the grievant within seven (7) working days after receiving the grievance.

**E. Step Five - Arbitration**

1. Scope of Arbitration

If the grievance is not resolved in Step Four, or if no answer has been received within the time limits established in Step Four, the grievant must within seven (7) working 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.

a. Final Arbitration

The scope of final arbitration of disciplinary grievances shall be limited to discharges, demotions, punitive disciplinary reductions in pay, or suspensions without pay of more than thirty (30) hours or more straight time pay, not to exceed thirty (30) days (240 hours).

b. Advisory Arbitration

The scope of advisory arbitration shall be limited to disciplinary grievances of suspensions without pay of thirty (30) hours or less.

c. All other grievances shall bypass Step Five of the grievance procedures and advance to Step Six (City Administrator).

d. An eligible grievant, as set forth in this Step Five, who chooses arbitration shall be deemed to have made a choice between the Civil Service Board of Review and Arbitration, and therefore may not seek two (2) hearings on the same grievance.

2. Selection of an Arbitrator

The Human Resources Director will process the grievance by invoking the arbitration process with an impartial arbitrator being jointly selected by both parties within the shortest possible time, not to exceed ten (10) working days unless external constraints prohibit compliance, whereupon the earliest date available shall apply.

a. An Arbitrator shall be selected from a list of nine (9) Arbitrators from the American Arbitration Association within two (2) working days after receipt of said list by both parties.

- b. 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 arbitrator.
- c. The party to have the first opportunity to strike a name from the list of nine (9) arbitrators shall be determined by lot.
- d. The priority of striking names shall alternate from one (1) party to the other each time arbitration is invoked by the same parties.
- e. The appointment of an arbitrator shall be on a case-by-case basis.

3. Arbitrator Guidelines

- a. The arbitrator shall adhere to the rules of evidence so far as is practicable in the conduct of an administrative proceeding.
- b. The arbitrator shall not hear witnesses or take evidence out of the presence of the other party.
- c. The arbitrator shall be bound by the express terms and conditions of the Memorandum of Understanding as well as the Civil Service Rules and departmental rules and regulations in determining the validity of the disciplinary matter submitted to arbitration and shall not have the authority to recommend any additions or subtractions from the MOU or any provisions of the Civil Service Rules and Regulations or departmental rules, regulations, or procedures.
- d. 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.
- e. Employees called as witnesses shall be scheduled to be released from duty to testify at the hearings.
- f. The parties recognize that due to the essential nature of the services performed by the Police Department, scheduling of time for sworn Police Officers to testify at arbitration shall be in such a manner so that normal operations are not disrupted.
- g. The grievant must submit at least five (5) working days prior to the scheduled arbitration hearing date a list of officers and estimated time that their testimonies will take, as well as the date of the hearing, to the Human Resources Director, with a copy to the Police Chief, so that arrangements can be made for the Police Officer(s) to be released from duties to participate as a witness(s) in the hearing without causing interference with the normal operations and efficiency of the Police Department.

4. Arbitrator Decisions

- a. All decisions of the arbitrator shall be final, except: (1) decisions involving suspensions without pay of thirty (30) hours of straight time pay or less, which shall be advisory only and submitted to the City Administrator or designee as set forth in Section II, Paragraph F of this Article and (2) discharge cases, which may be overturned by the City.

- b. The findings of fact and the decision of the arbitrator shall be final except for discharge cases that may be overturned by the City Council by majority vote by or before sixty (60) calendar days of the written decision of the arbitrator is received by the City Administrator and the decision shall be transmitted to the involved parties and the City Administrator.

**F. Step Six - City Administrator**

1. Disciplinary Grievance

If the grievance is an appeal of a disciplinary action of less than thirty (30) hours that had gone through advisory arbitration the City Administrator shall review the entire matter within ten (10) calendar days after receipt of arbitrator's recommendations and render his decision. The decision of the City Administrator shall be final and binding on the City and IPOA.

2. Non-arbitrated Grievance

If the grievance is submitted to the City Administrator for review and settlement, the City Administrative Officer or designee, in non-arbitrable 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.

**G. All Proposed Disciplinary Actions – Skelly Process Required**

All unit employees who have been served with proposed disciplinary actions must participate in the *Skelly* Process with the Chief of Police or designee.

**H. Cost of Arbitrator**

The arbitrator's fees and any mutually agreed upon expenses shall be borne one-half (½) by the City and one-half (½) by the grieving employee.

**SECTION III – ARBITRATION TERMINATION CLAUSE**

The City Council may terminate the Arbitration provision changes as set forth in Article Two: Grievance Procedure, Section II – Grievance Procedure Steps E. through H., after December 31, 2012.

## ARTICLE THREE—SALARIES AND COMPENSATION

### SECTION I - SALARIES

#### A. Salary Adjustment Criteria

1. Internal classification relationships
2. Total compensation analysis (direct monetary costs)
3. Labor market conditions
4. Financial condition of the City
5. Cost of living analysis

#### B. Salary Increases

Salary step increases shall be given at the beginning of the payroll period in which the employee's step increase anniversary date falls.

#### C. Monthly salaries on the effective date of this MOU

Class Code	Title	A 1 Year	B 1 Year	C 1 Year	D 1 Year	E 1 Year
514	Police Officer	283.5 \$4,738	288.5 \$4,980	293.5 \$5,234	298.5 \$5,501	303.5 \$5,781
516	Police Investigator	291.5 \$5,131	296.5 \$5,392	301.5 \$5,667	306.5 \$5,957	311.5 \$6,260

### SECTION II – EMPLOYEE WORK FURLOUGH PROGRAM

#### A. Effective Date

1. Effective the pay period which starts on January 7, 2011, the Employee Work Furlough Program for each unit employee who shall have a total of one hundred and thirty (130) hours deducted from their pay beginning on that pay period through a period of twelve (12) consecutive months (26 pay periods).
2. Then an additional one hundred and thirty (130) hours shall be deducted from their pay covering the next twelve (12) consecutive months (26 pay periods).
3. The Employee Work Furlough Program would continue for the next twelve (12) consecutive months as set forth above, if the MOU is extended through December 31, 2013, and if the furlough program is still in effect.
4. The specifics of the Employee Work Furlough Program are set forth in **Appendix One**.

#### B. No Cash-Out of Vacation / Sick Leave Benefits Except for Emergencies

During the entire term of the Employee Work Furlough Program, no unit employee may cash out any vacation or sick leave benefits except upon termination of employment from the City or for documented emergencies as set forth in **Appendix Two**.

**SECTION III - COMPENSATION****A. Assignment Guidelines – Police Investigator**

1. A Police Officer can move to Police Investigator by assignment to investigation duty.
2. Those Police Officers assigned to police investigation shall be granted increases on a step-to-step basis without changing anniversary date.
3. All assignments to Police Investigator are made at the discretion of the Police Chief and may be revoked for:
  - a. Unsatisfactory performance
  - b. Budgetary restrictions
  - c. Operational necessity
  - d. Change of assignment
4. A Police Officer assigned to Police Investigator who serves less than three (3) years in the assignment, shall receive one (1) month of the assignment bonus for each month of service in excess of the first six (6) months of service.
5. A Police Officer assigned to Police Investigator who serves more than three (3) years in the assignment, shall receive one (1) month of the assignment bonus for each month of service in excess of the first six (6) months of service, with a maximum of thirty-six (36) months of additional pay.

**B. Bilingual Interpretation**

An employee who is responsible for bilingual interpretation, and whose use of this language is of significant benefit to the operations of the department as determined by the Police Chief, shall receive assignment pay according to the following rules:

1. To be eligible for this Bilingual Interpretation assignment, an employee must successfully pass a language proficiency test which is job related to the duties and responsibilities of a Police Officer.
2. The test need not be written, but may test verbal skills in communication with non-English speaking persons.
3. Effective August 30, 1999, the City shall pay each eligible designated employee fifty dollars (\$50) per pay period for the duration of the Bilingual Interpretation assignment.

**C. Education POST Incentive**

1. Eligibility for POST education incentive plan is established as of the date the employee's certificate was validated by POST.
2. POST bonus pay will not be computed in establishing salary steps upon promotion or assignment to higher positions.
3. The bonus for the Intermediate POST Certificate shall be seven and one-half percent (7.5%) of monthly salary.

4. The bonus for the Advanced POST Certificate shall be twelve and one-half percent (12.5%) of monthly salary.
5. Employees receiving the Advance POST Certificate bonus shall not receive the Intermediate POST Certificate bonus
6. POST eligibility standards for the purpose of this POST education incentive plan shall be those approved by the State POST Commission.

**D. Holiday In-Lieu Pay**

1. a. Unit employees shall receive one hundred and thirty (130) hours of holiday pay in lieu of holiday time off and no compensatory time off will be given when a City recognized holiday is worked.
  - b. Holiday In-Lieu Pay is equal to the employee's base rate as set forth in the Salary Ordinance times Longevity Pay times one hundred and thirty (130) hours.
  - c. Upon written approval of the Police Chief, a Police Officer may be permitted to take off a holiday recognized by the City in lieu of receiving holiday pay.
  - d. Holiday requests will be granted on the basis of seniority as set forth in Article Six.
  - e. Payment of holiday-in-lieu shall be made at the end of the first pay period in December of each year.
  - f. Holiday in lieu pay year starts with Christmas Eve of each calendar year and ends with the day after Thanksgiving.
2. Holidays recognized by the City for holiday pay are as follows:
  - a. New Year's Day
  - b. Martin Luther King Jr. Birthday (third Monday in January)
  - c. Washington Birthday (third Monday in February)
  - d. Good Friday
  - e. Memorial Day (last Monday in May)
  - f. Independence Day
  - g. Labor Day (first Monday in September)
  - h. Veteran's Day
  - i. Thanksgiving Day
  - j. Day following Thanksgiving Day
  - k. Christmas Eve Day
  - l. Christmas Day
  - m. New Year's Eve Day

**E. Motorcycle Duty**

1. Police Officers assigned to motorcycle duty shall receive an eight percent (8%) assignment pay period for the duration of the assignment.

2. This differential shall not be computed in establishing salary steps upon promotion or assignment to higher positions.

**F. Longevity Pay Plan**

**Effective 10/6/2007, Police Officers shall be eligible for the following longevity pay plan:**

1. Three percent (3%) additional pay after completion of five (5) full-time years of service.
2. Three percent (3%) additional pay after completion of ten (10) full-time years of service.
3. Three percent (3%) additional pay after completion of fifteen (15) full-time years of service.
4. Three percent (3%) additional pay after completion of twenty (20) full-time years of service.
5. Three percent (3%) additional pay after completion of twenty-five (25) full-time years of service.

**G. Shoot Program**

1. For the shotgun course, primary emphasis shall be places on the Officer's level of competence and familiarity in handling and discharging the weapon with secondary emphasis on the placement of birdshot within the target silhouette. (No minimum score required).
2. Officers shall be required to demonstrate their proficiency three (3) times per year with the handgun and once per year with the shotgun.
3. Officers will be provided, in addition to G2 above, optional semi-annual proficiency shoots.
4. The City will supply shoot ammunition during the required and optional shoots.
5. Officers shall receive one (1) hour straight time pay when qualifying with handgun and two (2) hours straight time when qualifying with shotgun during the required three (3) periods of time set forth in G2 above.
6. Officers may be exempted from qualification upon approval of the appropriate division commander only for reasons due to injury, physical defect, or when on vacation for a period of thirty (30) or more days which includes the mandatory qualification period.

**H. Supervisory Differential**

1. All employees in the bi-weekly pay plan serving in a higher job classification and who are required to supervise employees of a lower job classification shall, for the purpose of this provision, be referred to as "supervisors."
2. A Police Officer who is temporarily assigned to perform duties of a supervisor shall be paid ten dollars (\$10) per shift commencing with the third consecutive shift, and will be paid quarterly.

**I. Field Training Officer Duty and Selection/Recertification Process**

1. Police Officers regularly assigned by Police Management to Field Training Officer duties shall receive eight percent (8%) assignment per pay period for the duration of the assignment as determined by the Chief of Police.

2. The duties of the Field Training Officer includes:
  - a. Serve as a trainer for new police officers
  - b. Lead worker overseeing field activities
  - c. Conducting inspections
  - d. Handle patrol briefings
  - e. Other duties assigned to them by Police Management
3. The total number of officers assigned as a Training Officer shall be determined and selected by the Police Chief.
4. Field Training Officer Selection/Recertification Process

The selection and recertification process for the Field Training Officer shall be as follows:

a. Résumé

All applicants will submit a personal résumé, accompanied by a (preferably) one-page statement stating why the applicant feels that he/she is qualified for the assignment.

b. Oral Interview

The oral board will be comprised of four members. Two (2) of the members will be selected by the Chief of Police. The other two (2) members of the oral board will be selected by the Chief of Police from a list of four (4) names submitted by the IPOA Board of Directors within ten (10) days of a request by the Chief or his designee.

c. Seniority Points

- 1) In addition to the scoring of the oral board, each candidate will be given .02 points for each month of current, consecutive service with the Inglewood Police Department (.24 points per year).
- 2) A partial month of service of fifteen (15) days or more will be credited as one (1) month. Seniority points will be given for each month or partial month up to the application closing date.

d. Tied Scores

- 1) In the event of a tie for an assignment listed above, seniority based on the most recent departmental hiring date of each candidate will be used.
- 2) If a tie still exists, the lowest serial number will prevail.

e. Field Training Officer Selection and Recertification Process

- 1) The Chief of Police will compile a final list of candidates.
- 2) The Chief of Police at his/her discretion will fill vacancies from the final Field Training Officer eligibility list.

- 3) The eligibility list will be valid for a period of eighteen (18) months.

**J. Senior Lead Officers (SLO) Assignment**

Effective January 9, 1995, Police Officers regularly assigned as SLOs shall receive assignment pay of eight percent (8%) per pay period for the duration of the assignment as determined by the Chief of Police.

**K. Uniform Allowance**

1. Effective January 1, 2011, all Police Officers in their initial year of employment shall receive up to nine hundred dollars (\$900) per year uniform reimbursement and thereafter, nine hundred dollars (\$900) for each year of the term of the MOU.
2. Uniform allowance shall be prorated monthly, but shall be paid once annually in the last pay period of each fiscal year.
3. Any employee not completing one (1) year of service with the City shall reimburse the City for uniform expenses incurred by the City prior to the employee termination date.
4. The City will provide required safety equipment and uniform accessories consisting of patches, service chevrons, and emblems of rank.
5. The City will provide jump suits to officers on an as-needed basis at the determination of the Police Chief.
6. The City will provide maternity attire for officers if the Police Chief determines that uniformed attire is required.

**L. Range Master Duty**

1. Effective April 9, 2001, police officers assigned to Range Master duty shall receive eight percent (8%) assignment pay per period for the duration of the assignment.
2. This assignment shall not be computed in establishing salary steps upon promotion or assignment to higher positions.

**M. Canine Duty**

1. Effective April 9, 2001, police officers assigned to canine duty will receive additional compensation as set forth below. This amount recognizes that the time spent in the off duty care (including feeding and grooming), maintenance and training of his or her assigned dog and the cleaning of his or her assigned vehicle shall be considered hours worked payable at the employee's regular rate of pay.
2. The unit member shall be compensated for off-duty canine activities on an overtime basis at one and one-half (1½) times that rate. It is understood that unit members normally spend ten (10) hours per month performing such work off-duty.
3. The additional compensation paid to applicable unit members for the ten (10) hours per month will be as follows:

- a. 6.66 hours of compensatory time per month;
  - b. 3.33 hours of pay will be added to the assignment pay for the K-9 assignment, such that the total assignment pay will equal eight percent (8%) (i.e., additional compensation for off-duty care plus assignment pay equals eight percent (8%).
4. a. A unit member who is required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence that causes a substantial increase in the normal off-duty hours worked for that month, shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work.
- b. Any additional compensation shall be compensated at time and one-half (1½) the regular rate of pay.

**N. Lateral Hire Incentive Program**

1. All officers / supervisors hired after July 1, 2007, that have served as a police officer in another law enforcement agency or agencies and successfully completed probation in that agency or agencies, and upon successfully completing probation in the City of Inglewood, shall receive:
- a. Service credit for their years of active employment as police officer on a full-year basis for up to ten (10) years. These three (3) years of service in another agency or agencies will be considered for calculating longevity pay, vacation accrual, and sick leave accrual.
  - b. 1) In addition, upon successful completion of probation, the employee shall receive a lump sum credit of sick leave and vacation hours equal to what he/she would have accrued in a twelve (12) month period based on the years of total service credit calculated according to the current leave accrual schedules.
  - 2) For example, an employee with five (5) full years of total service credit, four (4) years with his/her prior agency and one (1) year with Inglewood would receive ninety-six (96) hours of sick leave and one hundred and twenty eight (128) hours of vacation, in addition to one (1) longevity pay step, upon successful completion of probation.
  - 3) Additionally, upon successful completion of probation, lateral hires shall receive a one (1) time credit of forty (40) hours of compensatory time.

**SECTION IV - RETIREMENT PROVISIONS**

**A. Retirement System**

The City shall provide the following retirement coverage through the Public Employees Retirement System (PERS).

**B. Contributions**

1. Employer

The City shall continue to pay its statutory contribution rate, which is established by PERS and may vary.

2. Employee

The City shall pay nine percent (9%) of the employee's PERS contribution to PERS on account of benefits payable under that retirement system to each employee.

**C. Additional Retirement Benefits**

In addition to mandatory retirement benefits, the City provides the following benefits:

1. One-year highest compensation as specified in Government Code, Section 20024.2;
2. Military service credit as specified in Government Code, Section 20930.3;
3. Post-retirement survivor allowance as specified in Government Code, Section 21263;
4. One-time five percent (5%) increase for employees retired prior to January 1971 as specified in Government Code, Section 21222.1.
5. Effective January 1984, or as soon thereafter as possible, 1959 survivor benefits, as specified in Government Code Sections 21380-21387 and 21390 apply.
6. Effective August 18, 2001, the City shall report the value of Employer Paid Member Contributions as additional compensation as provided in Government Code, Section 20636.
7. Effective January 1, 2002, the City shall provide the 3% @ 50 formula in accordance with Government Code, Section 21362.2.
8. All unit employees hired on or after January 7, 2011, the new agreement is adopted by the City Council, shall be provided the 3% @ 55 formula in accordance with Government Code, Section 20475.

## ARTICLE FOUR—BENEFITS

### SECTION I - BENEFITS ADMINISTRATION PROVISION

#### A. Administration

The City reserves the right to select, change, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future during the term of this Memorandum of Understanding.

#### B. Selection and Funding

In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier or other method providing coverage to fund the benefits provided in Section II during the term of this Memorandum of Understanding.

#### C. Changes

1. The City shall meet and confer with the IPOA prior to any changes of insurance carrier or method of funding coverage for any fringe benefits provided in Section II during the term of this Memorandum of Understanding.
2. IPOA agrees to participate on a citywide labor-management committee established to explore alternative health plan designs.
3. Changes to the health plan structure will not be made unless agreed to by the parties.

### SECTION II - BENEFITS

#### A. Medical

1. The City shall make available to active unit employees and eligible retirees medical benefits available under the City's medical program.
2. The following will be the medical benefits for employees hired prior to January 7, 2011:
  - a. After a new unit employee has paid the total of his/her first month's premium, the City shall pay the monthly medical premium as set forth as follows:
    - 1) Effective January 1, 2008, the City will contribute up to a maximum of the cost of the monthly premium for the 80/60 PPO family plan offered by the City for employees hired full-time before July 1, 2007, and up to a maximum of the cost of the most costly monthly premium for any of the family HMO plans offered by the City for employees hired full-time on or after July 1, 2007.
    - 2) Employees electing coverage in a group benefit plan with a monthly premium cost higher than the limits set forth above shall be responsible for paying the difference through payroll deduction.

- a. An active full time employee who elects not to obtain coverage for him or herself shall be required to complete necessary written certification that he/she has medical coverage under another medical plan, and shall identify such coverage.
- b. Enrollment shall occur as provided in program requirements.

**B. Medical Premiums – New Employees Hired on or After January 7, 2011**

1. All unit employees shall pay five percent (5%) of the monthly premiums and the City shall pay ninety five percent (95%) of the total monthly medical insurance premiums for eligible unit employee 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 on December 31, 2010.
2. Unit employee who chose to participate in another City medical plan will pay all the difference in the monthly premium costs which are higher than the Kaiser medical plan.

**C. Medical Insurance Waiver**

Effective January 1, 2004, the City shall provide active unit employees who choose not to receive medical plan benefits with a Medical Insurance Waiver payment of \$50.76 per pay period for twenty four (24) pay periods per calendar year.

**D. Dental**

1. Plan

The City shall, for the term of this MOU, provide at City's cost a dental plan for employees and their families.

2. Coverage

- a. Eighty percent (80%) for examination and cleaning once every six (6) months
- b. Eighty percent (80%) for x-rays, one full mouth series annually
- c. Fifty percent (50%) for prosthetic work
- d. Fifty dollar (\$50) annual deductible for covered charges other than exam, cleaning, and x-rays
- e. The City shall provide a dental plan that includes orthodontics; no deductible, one hundred percent (100%) up to \$2,000 per eligible dependent.

**E. Optical**

The City shall, for the term of this MOU, provide at City's cost a vision care plan covering the unit employee and qualified dependents.

**F. Definition of Dependent Child**

The definition of dependent child for dental and vision coverage shall be the same as the definition used for the PERS health plan coverage.

**G. Term Life Insurance**

1. The City shall, for the term of this MOU, pay premiums for a term life policy equal to the employees' annual salary rounded to the nearest five hundred dollars (\$500).
2. In the case of accidental death, the benefit will equal two (2) times the amount provided above.

**H. Life Insurance - Retired Employees**

1. Retiring employees may elect to convert group life coverage to individual coverage.
2. Necessity arrangements must be made with the City and the insurance company BEFORE the effective retirement date.
3. Cost of life insurance continuance upon retirement will be borne by the employee.

**I. Accidental Death Benefit**

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

**J. Medical Plan - Retired Employees**

1. For employees who have terminated from City employment prior to January 1, 2008, shall receive the following retired employee medical plan benefits.
  - a. Effective February 23, 1999, the City agrees to pay on behalf of unit employees who terminate City employment through a PERS retirement on or after February 23, 1999, and who then have served at least fifteen (15) consecutive years as full-time City employees, one-half of the required monthly premium for employee-only coverage under the City's then approved medical insurance plan as then in effect in which the qualifying retiring employee has been enrolled prior to retirement; provided such employee duly selected to continue said insurance coverage past service retirement, and provided the said insurance carrier accepts the retiring employee for coverage.
  - b. Effective August 30, 1999, the City agrees that unit employees with twenty (20) years of City service, who terminate City employment through a PERS retirement with accumulated unused sick leave, compensatory time, and/or vacation leave of seven hundred and fifty (750) hours or more may, in lieu of utilizing such seven hundred and fifty (750) hours for benefits as provided in this MOU, utilize such seven hundred and fifty (750) hours to have the City pay one hundred percent (100%) of the medical premium for the retiring employee and one qualified dependent under one of the City plans as described in Section II, above, for the lifetime of the retiring employee.
    - 1) In accordance with PERS policy, retiring employees who elect any of the options available may add or substitute dependents after retirement at the retiring employee's expense.
    - 2) Any accumulated unused vacation, compensatory time, and/or sick leave hours not so utilized shall be paid to the retiring employee as provided in this MOU.

- c. Effective May 24, 2001, the City agrees that employees described in this Section II, may utilize twelve hundred (1200) hours of accumulated sick leave, compensatory time, and/or vacation leave to have the City pay one hundred percent (100%) of the medical premium for the retiring employee and one qualified dependent under one of the City's plans for the lifetime of the retiring employee. If the employee predeceases the one qualified dependent, the City shall pay fifty percent (50%) of the premium due for that one dependent for the lifetime of that dependent.
2. For employees who have terminated from City employment on or after January 1, 2008, shall receive the following retired employee medical plan benefits:
    - a. Employees hired prior to July 1, 2007. Employees possessing fifteen (15) consecutive years of full time service.
      - 1) These full-time unit employees shall receive a contribution for medical benefits of up to fifty percent (50%) of the required monthly premium for Employee-Only coverage under the City's 80/60 PPO medical plan, or any HMO plan in effect in which the employee is enrolled at the time of the employee's termination and/or retirement.
      - 2) These employees enrolled in the City's 90/80 PPO medical plan at the time of termination and/or retirement who elect to remain in the plan during retirement, the City shall contribute an amount equal to one-half (50%) of the required monthly premium for the City's 80/60 PPO medical plan.
      - 3) These employees shall pay the difference, if any, between the cost of the City's 90/80 PPO plan, and the cost of the City's 80/60 PPO plan monthly premium.
    - b. Employees hired prior to July 1, 2007. Employees possessing twenty (20) consecutive years of full-time service.
      - 1) These employees terminating City service through a PERS retirement with accumulated unused sick leave, compensatory time, and/or vacation leave of seven hundred and fifty (750) hours, may in lieu of utilizing such seven hundred and fifty (750) hours for benefits as provided in this MOU, utilize such seven hundred and fifty (750) hours to have the City pay up to a maximum cost of the 80/60 PPO medical premium in effect at the time of the employees retirement for the retiring Employee plus one medical plan for the life of the employee only.
      - 2) Employees may utilize 1,200 hours of accumulated sick leave, compensatory time, and/or vacation leave to have the City pay up to the maximum cost of the medical premium for the Employee Plus One qualified dependent of the City's 80/60 PPO plan in effect at the time of the employee's retirement, for the life of the employee. If the employee predeceases the qualified dependent, the City shall pay fifty percent (50%) of the premium for the qualified dependent for the life of the dependent.
    - c. Employees hired July 1, 2007 or after. Employees possessing fifteen (15) consecutive years of full time service.
      - 1) Employees who have served at least fifteen (15) consecutive years as a full time City employee shall receive a contribution for medical benefits of up to fifty percent (50%) of the required monthly premium for Employee Only medical coverage under one of the City's HMO medical insurance plans in effect at the time of retirement in which

the employee has been enrolled prior to retirement.

- 2) Employees enrolled in a PPO plan upon retirement application who elect to remain in the PPO plan shall receive a City contribution during retirement in an equal amount equal to fifty percent (50%) of the monthly premium for Employee Only coverage for the highest costing City HMO plan.
  - 3) The employee shall be responsible to pay the difference in cost between the cost of the premium of the selected PPO plan and the amount of City contribution.
- d. Employee hired July 1, 2007 or after. Employees possessing twenty (20) consecutive years of full time service.
- 1) Employees terminating City service through a PERS retirement with accumulated unused sick leave, compensatory time, and/or vacation leave of seven hundred and fifty (750) hours may, in lieu of utilizing such seven hundred and fifty (750) hours for benefits as provided in this MOU, utilize seven hundred and fifty (750) hours to have the City pay the cost of a City HMO medical plan with the highest monthly premium in effect at the time of the employee's retirement, for the life of the retiring employee.
  - 2) Any accumulated unused sick leave, compensatory time, and/or vacation leave hours not so utilized shall be paid to the retiring employee as provide in this Memorandum of Understanding.
  - 3) Employees enrolled in a PPO plan upon retirement application who elect to remain in the PPO plan shall receive a City contribution during retirement in an amount equal to the monthly premium for Employee Only coverage for the highest costing City HMO plan.
  - 4) The employee shall be responsible to pay the difference in cost between the cost of the premium of the selected PPO plan and the amount of City contribution.
  - 5) Use Leave Benefits for Costs of HMO Plan
    - (a) Employees may utilize 1,200 hours of accumulated sick leave, compensatory time and/or vacation leave to have the City pay the cost of a City HMO plan with the highest monthly premium in effect at the time of the employee's retirement for the Employee Plus One qualified dependent medical plan.
    - (b) If the employee predeceases the one qualified dependent, the City shall pay fifty percent (50%) of the premium for the qualified dependent for the life of the dependent.
    - (c) Any accumulated unused sick leave, compensatory time, and/or vacation leave hours not so utilized shall be paid to the retiring employee as provided in this Memorandum of Understanding.
    - (d) Employees enrolled in a PPO plan upon retirement application who elect to remain in the PPO plan shall receive a City contribution during retirement in an amount equal to the monthly premium for Employee Plus One coverage for the highest costing City HMO plan.
    - (e) The employee shall be responsible to pay the difference in cost between the cost of the premium of the selected PPO plan and the amount if City contribution.

**K. Medical Plan - Retired Employees Who Were Hired on or After January 7, 2011**

1. All unit employees hired on or after January 7, 2011, shall earn the retired medical benefits per the current MOU requirement of the retired employee medical insurance plan and with the City paying up to the Kaiser employee-only rate when they retire as follows:

<b>Per MOU, Exchange Sick / Vacation Leave Hours for Retiree Medical Plan</b>	<b>Years of Service</b>	<b>City's Monthly Contribution for Retired Employees hired on or after January 7, 2011</b>
<b>N/A</b>	1 to 5 years 12 months to 60 months	No City Contribution, but employee may participate at their own cost
<b>Exchange 500 SL/VAC Hours</b>	5 to 10 years 61 months to 120 months	30% of Kaiser employee only rate
<b>Exchange 600 SL/VAC Hours</b>	10 to 15 years 121 months to 180 months	60% of Kaiser employee only rate
<b>Exchange 700 SL/VAC Hours</b>	15 to 20 years 181 months to 240 months	80% of Kaiser employee only rate
<b>Exchange 800 SL/VAC Hours</b>	20+ years 241 months and more	100% of Kaiser employee only rate

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

**L. Safety Equipment**

1. Police officers shall be furnished all required safety equipment. Safety equipment includes the following:
  - a. Baton and Baton Ring
  - b. Cartridge case with speedy loaders
  - c. Firearm and Holster
  - d. Handcuffs and case
  - e. Key holder
  - f. Raincoat and boots
  - g. Sam Brown belt and keepers
  - h. Whistle
  - i. Bullet-proof vest
  - j. Seal beam rechargeable flashlight
  - k. Pagers

2. Police officers who are assigned to motor duty shall be furnished safety equipment as follows:
  - a. Riding Boots
  - b. Riding Breeches (2)
  - c. Leather Jacket
  - d. Helmet
  - e. Riding Gloves
  - f. Eye Protection
  
3. Police officers who are assigned to canine duty shall be furnished safety equipment as follows:
  - a. Chain Clip Collar
  - b. Leather Work Collar
  - c. Force Collar
  - d. Six Foot Leather Lead
  - e. Leather Traffic Lead
  - f. Leather Muzzle
  - g. Training Attack Sleeve
  - h. Long Line
  - i. Tracking Harness
  
4. The City shall replace or repair all safety equipment required by law on an as-needed basis.
  
5. All safety equipment provided by the City will be returned to the City prior to the employee's departure from City service.

**M. Replacing or Repairing Property of Employees**

The City shall provide for the payment of the costs of replacing or repairing property or prostheses of an employee such as eye glasses, 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 employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damages thereto as set forth below.

1. Reimbursement of Damaged Uniforms and/or Equipment
  - a. Reimbursement Groups

For the purpose of reimbursement by the City of Inglewood, uniforms and equipment of Department personnel have been separated into two groups. Group One includes those items that have two (2) years expected serviceability; Group Two includes those items that have five (5) years expected serviceability. These groups are listed as follows:

Group One	Group Two
Shirt	Boots
Trousers	Jacket
Hat	Eyeglasses
Civilian Clothing	Dentures
Shoes	Leather Equipment
	Watch (maximum \$100)
	Hearing Aides

b. Reimbursement Schedule

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

<b>Group One</b>	
<b>Age In Service Life</b>	<b>Reimbursement</b>
0 – 12 months	75% of present list price
12 – 24 months	65% of present list price
24 – 36 months	50% of present list price
36 months and over	No reimbursement

<b>Group Two</b>	
<b>Age In Service Life</b>	<b>Reimbursement</b>
0 – 18 months	75% of present list price
18 – 36 months	65% of present list price
36 – 48 months	55% of present list price
48 months and over	50% of present list price

c. Average List Price

The present list price for the purpose of this agreement shall be the average list price of three police uniform dealers in Los Angeles County selected by the City. The City shall compile the average list price in January of each calendar year.

2. Minimum Reimbursement

The minimum reimbursement payable by the City of Inglewood for any item damaged in the line of duty shall be \$2.50. Any damaged item, the reimbursement of which averages out to less than that amount, shall not be payable by the City of Inglewood.

3. Request Procedure

Department employees requesting reimbursement for an item damaged in the line of duty shall complete a memo detailing the item(s) damaged by type, model or model number, date of purchase, present list price of the item(s), and a brief synopsis of how the damage occurred. This memo shall be forwarded to the employee's immediate supervisor.

4. Supervisor's Responsibility

The supervisor shall make recommendations regarding the incident and forward the report to the division commander attaching to same any related official police reports. The division commander shall forward the request to the Police Chief for submission to the Finance Director for processing and payment of claim.

**N. Library Privilege**

Employees who are non-residents of Inglewood may use the City's Library without charge.

**O. Legal Defense**

The City Attorney or his designee will provide an orientation session to advise police officers of the laws covering the officers' rights to legal defense in civil and criminal cases arising out of the employment activities of the police officer.

**P. Use of Rogers Park**

Use of Rogers Park Physical Fitness Facilities. Police personnel shall be allowed to use the physical fitness facilities at Rogers Park between the hours of 11:00 p.m. and 4:30 a.m., Monday through Friday.

**Q. Lounge**

1. The City will provide a furnished employee lounge in the Civil Defense Kitchen for use by members of the bargaining unit.
2. If Civil Defense requires the location, the lounge can be moved to a mutually agreed upon location within the Civic Center Complex.

**R. Parking**

1. The City will provide free parking to all officers within Parking Structure One. Said parking shall be on the lowest level of Parking Structure One and shall be subject to the continued availability of vacant parking spaces.
2. In the event the number of available vacant parking spaces is reduced as the result of leasing requirements in newly constructed office buildings, IPOA will be given thirty (30) days advance notice in order to vacate those parking spaces in Parking Structure One and shall be given substitute parking in the area of the Police Building.

**S. Long Term Disability Plan**

1. Effective October 31, 1983, the City agrees to contribute up to fifteen dollars (\$15) per month towards premiums payable by unit employees for an LTD plan contracted for by the IPOA.
2. The IPOA shall notify the City on a monthly basis of those employees participating in or withdrawing from the IPOA LTD plan, and the total premium payable by each employee.

## ARTICLE FIVE—LEAVES

## SECTION I – VACATION

A. Accumulation

1. Vacation leave is accumulated yearly and is computed on the basis of the employee's hire date as a full time employee, and is payable upon termination at the employee's base hourly rate (exclusive of retention incentive, deferred compensation, or any other bonus or assignment differential).
2. a. Vacation hours accumulated in excess of two hundred and forty (240) hours are convertible at a base salary at the time of conversion for up to a maximum of forty (40) hours in any twelve (12) month period. Before an employee may again convert vacation hours, the employee must have taken a minimum of ten (10) days of vacation time.
  - b. This cash-out provision shall be suspended until the end of the term or this agreement, either December 31, 2012, or December 31, 2013, per the terms of this agreement.
3. If a legal City holiday occurs while an employee is on vacation, such holiday time shall not be deducted from the amount of vacation to which the employee is entitled.
4. The vacation accumulation schedule is as follows:

<b>Years of Service</b>	<b>Vacation Days Earned</b>	<b>Vacation Hours Earned</b>	<b>Vacation Hours Available For Use</b>
1	10	80	0
2	12	96	40
3	14	112	56
4	16	128	72
5	16	128	88
6	16	128	88
7	16	128	88
8	16	128	88
9	18	144	88
10	18	144	104
11	18	144	104
12	18	144	104
13	18	144	104
14	18	144	104
15	20	160	104
16	20	160	120
17	22	176	120
18	22	176	136
19	22	176	136

**B. Vacation Leave Accrual Rate Reduction**

Effective January 7, 2011, each IPOA unit employee shall have their vacation accrual reduced by a total of forty (40) hours per every twelve (12) months for the entire length of this agreement and as long as the Employee Work Furlough Program is in effect as set forth as follows.

<b>Years of Service</b>	<b>Vacation Days Earned</b>	<b>Vacation Hours Earned</b>	<b><i>Adjusted Vacation Hours Earned</i></b>	<b><i>Hourly Accrual Rate Per Pay Period</i></b>	<b>Vacation Hours Available For Use</b>
1	10	80	40	1.539	0
2	12	96	56	2.154	40
3	14	112	72	2.770	56
4	16	128	88	3.385	72
5	16	128	88	3.385	88
6	16	128	88	3.385	88
7	16	128	88	3.385	88
8	16	128	88	3.385	88
9	18	144	104	4.000	88
10	18	144	104	4.000	104
11	18	144	104	4.000	104
12	18	144	104	4.000	104
13	18	144	104	4.000	104
14	18	144	104	4.000	104
15	20	160	120	4.616	104
16	20	160	120	4.616	120
17	22	176	136	5.231	120
18	22	176	136	5.231	136
19	22	176	136	5.231	136

**C. Scheduling of Vacations**

Scheduling of vacations will be determined on the basis of seniority as set forth in Article Six, Section V, Subsection A.

**SECTION II – SICK LEAVE ACCRUAL AND USE****A. Accrual and Use**

1. Sick leave will be earned at the rate of 3.692 hours per pay period (one day per month).
2. Sick leave will be used only in case of sickness or disability of the employee or for family sick leave. Misuse of sick leave shall be grounds for disciplinary action.
3. An employee who is incapacitated due to serious illness or injury while on vacation leave shall have such time charged against sick leave when they promptly notify their supervisor and substantiate such requests upon return to work from sick leave.

4. To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor in the manner provided in departmental rules and regulations.
5. An employee may be required to furnish proof of sickness as required by Civil Service or departmental rules and regulations.
6. Upon return from sick leave, an employee may be required by the department head to report for examination by the City medical examiner to determine fitness for duty.
7. At retirement, death, or termination after ten (10) years of service, fifty percent (50%) of the unit employees' accumulated sick leave will be paid out.

**B. Family Sick Leave – Sick Leave Use**

1. In case of serious illness of a member of the immediate family, the employee, upon proper notice, may take up to three (3) consecutive workdays of sick leave.
2. Immediate family for the purpose of this section shall be defined as that group of individuals including the employee's father and mother, 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), foster child(ren), grandparents, spouse's grandparents, grand-child(ren), step-grandchild(ren), and all degree of relatives not listed but living within the household of the employee.

**C. Sick Leave Pay Off For Retired Medical Plan Premium Payments**

1. As an alternative to such pay out at retirement, employees who meet all the qualifications and conditions as set forth under Section II, A 7 above, may elect to have the City credit such pay out to an account maintained by the City for the benefit of the employee as hereinafter specified, from which account the City shall disburse amounts for medical premiums for the retired employee and his/her qualified dependents for coverage under the City's then approved medical insurance plan (subject to carrier acceptance) until such account has been exhausted;
2. It being understood and agreed that such election can only be made and effectuated once at the time of retirement, and if after having made such election, an employee chooses to discontinue so applying the funds in such an account, any balance remaining in the account shall be paid to the employee, and the City's obligation under this subparagraph shall thereupon be fully extinguished; and it being further understood and agreed that an employee shall not be entitled to interest or any amount other than the moneys paid into the account at the time of the employee's retirement.

**D. Annual Cash Out of Sick Leave**

1. Once annually during the fiscal year, an employee shall be granted the option of cashing out accumulated sick leave at base salary according to the following schedule:

<b>% Value</b>	<b>Sick Leave Hours in Excess</b>	<b>Years of Service</b>
20% of the sick leave value	In excess of 240 sick leave hours	5 years
25% of the sick leave value	In excess of 240 sick leave hours	6 years
30% of the sick leave value	In excess of 240 sick leave hours	7 years
35% of the sick leave value	In excess of 240 sick leave hours	8 years
40% of the sick leave value	In excess of 240 sick leave hours	9 years or more

2. This sick leave cash-out provision shall be suspended until the end of this agreement, either December 31, 2012, or December 31, 2013, per the term of this agreement.

### **SECTION III – CATASTROPHIC TRANSFER OF ACCRUED LEAVE HOURS**

#### **A. Policy**

Unit employees (donors) will be permitted to transfer accumulated vacation, sick, or compensatory time only, to one (1) or more sworn employee's (recipient) sick leave, vacation, or compensatory time account subject to the following conditions:

1. The recipient or his/her spouse, children or stepchildren have sustained a life threatening or debilitating illness, injury, or condition.
2. The recipient has exhausted all accumulated leave.
3. The donations must be a minimum of two (2) hours, and thereafter in whole hour increments.
4. The recipient shall continue to accrue vacation and sick time as currently prescribed in this MOU.

#### **B. Limitations**

1. 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.
2. 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.
3. 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.
4. A donor offering the transfer must maintain a minimum accrued sick leave balance of forty (40) hours after any transfer.
5. Any unused vacation, sick, or compensatory time, under the name of the recipient, shall be subject to cash payment at the time of retirement or separation from the Inglewood Police Department as prescribed in this MOU.
6. A form exercising this elected donation shall be completed prior to the transfer.
7. The names of all donors shall remain confidential.

### **SECTION IV – BEREAVEMENT LEAVE**

#### **A. Policy**

1. All employees covered under this Memorandum of Understanding may have up to three (3) consecutive work days of bereavement leave with pay when a death occurs in their immediate family.

2. 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 father, sister(s), brother(s), spouse, child(ren), step-child(ren), foster child(ren), grandparents, spouse's grandparents, grandchild(ren), step-grandchild(ren), and all degree of relatives not listed, but living within the household of the employee.
3. a. Two (2) working days of sick leave can be used for travel time per occurrence within the state and upon proper notice, no more than five (5) consecutive working days may be taken as sick leave when death in immediate family occurs out of state.
  - b. Not more than five (5) working days may be used for travel in any one (1) fiscal year.
4. The City may request proof of the relationship.

## **SECTION V – MATERNITY LEAVE**

1. Pregnant employees may work as long as they are able to perform the duties assigned to their position. The employee will be required to submit a report from her personal physician stating:
  - a. How long she may continue to perform her assigned duties without risk of injury to herself or the unborn child.
  - b. When she may return to work after the termination of her pregnancy.
2. The City will grant a six (6) months maternity leave of absence during which time the City will continue its portion of medical, health, dental, and life insurance premiums.
3. The employee has the option to use her accumulated sick leave before or after her maternity leave of absence.

## **SECTION VI – PERSONAL LEAVE**

### **A. Policy**

1. No personal leave shall be converted to cash.
2. Eligibility to accrue and/or utilize the personal leave described herein is contingent upon the unit member being employed by the City on the date that the leave is accrued and/or utilized.
3. Utilization of this personal leave shall be subject to all use and approval rules, regulations and restrictions, which apply to use of holiday time.

### **B. Personal Leave Hours**

1. Compensated time off by use of personal leave shall be in the number of hours equal to the employee's scheduled daily hours of work on the date that the personal leave is used.
2. a. Subject to the provisions described above, one (1) personal leave day shall be credited to each unit member's account, effective January 1<sup>st</sup> of each calendar year.

- b. In addition, in recognition of the implementation of the 3/12 work schedule for patrol (see Article Six), effective with the 2005 calendar year, unit members who are not assigned to the 3/12 work schedule will receive one (1) additional day of personal leave (for a total of two (2) days) each calendar year.
3. The personal leave day credited shall be available for use only up to and including December 31<sup>st</sup> of each year. If not used, it shall be lost without payment of any compensation.
4. Payroll shall credit this personal leave in an account separate and distinct from “holiday leave” and the employee’s payroll check shall show this separate accounting.

## SECTION VII – FAMILY AND MEDICAL CARE LEAVE POLICY

### A. State and 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.

### B. Policy

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 1993 (“FMLA”) and the regulations of the California Family Rights Act (“CFRA”) (Government Code § 12945.2).

### C. Use of the Term Leave

Unless otherwise provided by this article, “Leave” under this article shall mean leave pursuant to the FMLA and CFRA.

### D. 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 any twelve (12) month period measured forward from the date an employee's leave first begins. 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.
3. If an employee requests leave for any reason permitted under the law, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave. If an 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.

**ARTICLE SIX—WORKING CONDITIONS****SECTION I – ACTING APPOINTMENT COMPENSATION****A. Definition**

1. 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.
2. A vacated position shall mean one from which the incumbent employee has been given extended leave of one (1) pay period or more, or has terminated.

**B. Policies and Procedures**

1. The appointing authority for acting appointments will be the City Administrator or his designate.
2. Acting appointments may be made 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 the incumbent has returned to duty.
3. Acting appointments may not be extended for a period greater than ninety (90) days without special approval of the City Administrative Officer.
4. Acting appointments may not be made in excess of authorized strength or budgeted funds without approval of the City Council.
5. 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. 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; however, such salary increases will be paid only to maintain a minimum five percent (5%) differential above the salary to which an employee is entitled in his/her permanent position.
7. 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 ten percent (10%) more than the salary to which they are entitled in their permanent position.

**SECTION II - ELIGIBILITY FOR PROMOTIONALS****A. Eligibility**

Only Police Officers who have completed two (2) consecutive years of sworn service with the Inglewood Police Department will be eligible to participate in the promotional examination process.

**B. Changes in Qualifications**

1. To the extent possible, and absent any emergency conditions, changes in qualifications needed to compete in promotional selection processes shall be transmitted in a reasonable amount of time to allow persons to prepare themselves to meet any additional or expanded examination eligibility qualifications.
2. The best interest of the majority of involved employees and of the department will be a deciding factor in all cases.

**SECTION III - REVIEW OF PROBATIONARY PERIOD**

The Police Chief shall obtain the input of patrol training officers and patrol supervisors under whom a probationary police officer has served for the purpose of making periodic documentation regarding the permanent employee status of said probationary officer.

**SECTION IV - ASSIGNMENT GUIDELINES****A. Lateral Transfers**

1. The following assignments shall be designated as "lateral transfers:"
  - a. Canines
  - b. Police Investigation
  - c. Gang Intelligence
  - d. Motors
  - e. Range Master
  - f. Narcotics
  - g. Vice
2. All Police Officers with two (2) consecutive years of sworn service with the Inglewood Police Department will be given the opportunity once every eighteen (18) months to apply for selection to any number of the designated assignments listed above.
3. Police Officers assigned to the Detective Bureau, may be assigned to any area within the Bureau without having to participate in a selection process, subject to the approval of the Chief of Police or designee. Officers assigned to Forensics and officers assigned to the Bureau on or before November 1, 2004, are not covered by this provision.

**B. Lateral Transfer Selection Process**

The application and selection process for all of the above listed assignments will be as follows:

1. Résumé

All applicants will submit a personal résumé, accompanied by a (preferably) one-page statement stating why the applicant feels that he/she is qualified for the assignment. (Applications for more than one assignment require only one résumé and a separate statement for each assignment.)

## 2. Oral Interview

The oral board will be comprised of four members. Two (2) of the members will be selected by the Chief of Police. The other two (2) members of the oral board will be selected by the Chief of Police from a list of four (4) names submitted by the Inglewood Police Officers Association Board of Directors within ten (10) days of a request by the Chief or his/her designee.

## 3. Seniority Points

- a. In addition to the scoring of the oral board, each candidate will be given .02 points for each month of current, consecutive service with the Inglewood Police Department (.24 points/year).
- b. A partial month of service of fifteen (15) days or more will be credited as one (1) month. Seniority points will be given for each month or partial month up to the application closing date.

## 4. Tied Scores

- a. In the event of a tie for an assignment listed above, seniority based on the most recent departmental hiring date of each candidate will be used.
- b. If a tie still exists, the lowest serial number will prevail.

## 5. Lateral Transfer Selection Process

- a. The Chief of Police will compile a final list of candidates for each assignment based on the final point scores.
- b. The Chief of Police will fill vacancies in the above assignments from the final eligibility lists, and will have the discretion afforded under the "Civil Service Rule of Three."
- c. The eligibility lists will be valid for a period of twelve (12) months.
- d. Whenever an eligible list contains fewer than three (3) names, the Chief of Police may cause a new list to be established.

## 6. Time Limits for Assignments Above

There will be no maximum time limits set for officers filling the assignments in Subsection A-1 above. No officer may be temporarily assigned to a lateral assignment unless the current T/O is filled. Any officer temporarily assigned to a lateral position shall not serve more than twelve (12) months.

## 7. Assignment and Revocation

- a. Except as set forth below, all employees assigned to special assignments shall be subject to an initial twelve (12) month evaluation period. During the twelve (12) month evaluation period an employee will receive written quarterly reviews regarding his/her performance.
- b. During the twelve (12) month evaluation period, the assignment may be revoked at any time and for any reason without right of appeal at the discretion of the Police Chief. Once the evaluation period has been completed, revocation of the assignment shall be made in the manner set forth in Article Three.

- c. Job announcements for special assignments will provide notification to employees regarding this evaluation period.

### **C. Budget Reduction of Assignments**

If there is a budget reduction in the lateral assignment units list in A1 above in this Section, affected employee assignments shall be based on seniority in the affected unit(s).

## **SECTION V - SENIORITY PRIVILEGES**

Seniority, as defined in the Police Department Procedures Manual, will serve as the basis for determining vacations, shift assignments, and days off, as follows.

### **A. Vacations**

1. Annual sign-up will be conducted in January of each calendar year.
2. The vacation list will be posted by February 15<sup>th</sup> of each calendar year.
3. Officers must sign up for a minimum of one (1) week time blocks.
4. After the vacation list is posted, open vacation spots may be applied for at any time during the year. The one (1) week minimum time block will not apply for open vacation spots and vacations will be granted on a first come first served basis.
5. Vacation requests will be affirmed or denied within a ten (10) day period from the date of the request.

### **B. Shift Assignments and Days Off**

1. Patrol
  - a. Selection of shifts and days off will be by seniority. Seniority in patrol will be determined by serial number. This will prevail for patrol officers and Field Training Officers (FTO) collectively as a common group for each watch. An officer with a lower serial number will have seniority over an officer with a higher serial number regardless of his/her status as a patrol officer or FTO.
  - b. The designation of FTO's and FTO watch assignments (by FTO seniority) shall be finalized prior to any patrol officer's watch selection. Days off (shifts) will then be selected in order of seniority. "Watch" means days, P.M., and grave; "shift" means working days on a given watch.
  - c. Officers acting or assigned as FTO's may only select a position on a vacant two-officer slot. The companion position on that slot will then be reserved for his/her trainee.
  - d. Patrol Officers may only select a position in a vacant two-officer slot or in a vacant companion position with another patrol officer.
  - e. The Chief of Police or his designate shall have the right to reserve the number of two-officer slots on a watch necessary to accommodate the number of FTO units designated for each watch. The designation of particular slots for FTO assignments will be done only after the

selection process has begun, so as to ensure that an adequate number of two-officer slots can be maintained without interfering with the seniority process. "Slot" refers to specific duty assignments on a given shift.

## 2. All Other Assignments

Seniority shall be based on the most recent permanent appointment date to that assignment.

### C. Holiday Requests

Employees will be given preference on holiday requests based on seniority if requests are received by the employees' respective section commanders, no less than ten (10) calendar days nor more than twenty (20) calendar days preceding the holiday. If the ten (10) day deadline is not met, the holiday off will be allowed on a first come first served basis. The number of personnel allowed off on any given day or the division commander on the basis of the need of the service shall determine shift.

## SECTION VI - AMERICANS WITH DISABILITIES ACT

### A. Comply with ADA

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

### B. Impact of ADA

The City will agree to meet and confer respecting the impact upon the wages, hours and terms and conditions of employment pertaining to the ADA.

## SECTION VII - EMPLOYMENT OF RELATIVES

### A. Policy

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:

1. One person would be supervised by or be in the chain of command of a relative;
2. One person would participate in making, or advising on, employment decisions concerning a relative;
3. 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.

### B. Employees Working Prior to Effective Date of Policy

Employees who are working for the City prior to the effective date of this Policy under circumstances, which would violate the provisions of, paragraph A. 1, 2, and 3 above, will not have their employment circumstances modified unless there is a clear showing of 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 circumstances that would create a violation of paragraph A. 1, 2, and 3 of this Policy.

**C. Employees Who Become Relatives**

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, 2, and 3, above will be subject to this Policy. In such circumstances, the City will make reasonable efforts to reassign job duties so as to minimize problems of supervision, safety, security, or morale.

**D. Affected Employees**

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. Provided however, if two employees become related through a spousal or spousal-type relationship, the employee whose action creates the relationship will be the one affected.

**E. Definition of Relatives**

For purposes of this policy "relatives" includes: spouse; a spousal 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.

**F. Responsibility of Employees**

Employees are responsible for advising their immediate supervisor if they are related or become related to another employee or City Council member.

**SECTION VIII – REDUCTION IN FORCE BY LAYOFFS****A. Layoff Procedure**

The City Council and the City Administrator may separate any class or position without cause because of financial need, reduction of work, or abandonment of activities after giving thirty (30) days advance notice and the reasons therefore to such affected employee(s). However, no permanent full-time employee shall be laid off or separated from any department while there are emergency, seasonal, part-time, permanent part-time, temporary employees or probationary employees serving in the same class of positions in the department.

**1. Order of Separation**

Employees within a classification shall be laid off in inverse order of their seniority within such class. Seniority within class for the purpose of layoffs is defined as the length of the employee's full-time cumulative service time within the rank or class targeted for layoff within the unit, plus any time in a higher rank or class. Ties in seniority within the class shall be broken based upon the order in which employees were selected for full-time employment or promotion by the department head.

**2. Bumping Rights**

An employee who is subject to layoff may exercise his or her right to bump into a lower rank or class within the same department provided that the employee has previously held permanent full-

time employment within such lower rank or class and the employee has greater seniority than the employee he or she seeks to displace. For purposes of this provision only, seniority is defined as cumulative full-time service rank within the rank or class to which the employee seeks to bump, plus any time served in a higher rank or class in that classification series. Ties in seniority shall be broken in the following order: (1) cumulative full-time service with the employees current department; (2) for sworn law enforcement employees, total full-time service as a sworn law enforcement officer with a POST certified agency; (3) total cumulative full-time service with the City of Inglewood.

### 3. Offer of Reassignment

The City Administrator may approve the appointment of an employee who is laid off to an existing budgeted vacant position in a lower classification or equal classification for which the employee meets the minimum qualifications of the classification and for which the employee can perform the essential functions of the position. If the appointed employee has not previously served in the classification, the employee will have to serve a probationary period, provided the appointing authority agrees to appoint affected employee to said position.

### 4. Re-employment Lists

Permanent employees shall be placed on a re-employment list according to seniority within such class for a period of two (2) years following such employee's separation from employment. The most senior employee in the class on such re-employment list shall be the first one offered re-employment. No candidate for employment on an employment eligibility list shall be offered employment in a classification for which there is an existing re-employment list. Any employee on a re-employment list shall be removed from such list if the employee is offered employment by the City and rejects such offer.

## **B. Job Elimination**

Any police employee covered by this agreement with less than ten (10) years of service and satisfactory or above performance ratings whose job is eliminated and employment terminated shall receive base compensation for one pay period and thirty three percent (33%) of unused sick leave as severance pay, and a thirty (30) days notice.

## ARTICLE SEVEN—WORK SCHEDULE/OVERTIME PROVISIONS

### SECTION I – DEFINITION OF TERMS

The following terms shall be understood to be defined as follows:

**A. Employees**

Shall mean all employees covered by this agreement.

**B. Regular Work Day (5 days/8 hours Work Schedule)**

The regular work day for employees covered by this agreement, other than patrol section and “lateral transfer assignments,” shall consist of eight (8) hours to include paid lunch of no more than thirty minutes and briefing time.

**C. Regular Work Day (4 days/10 hours Work Schedule)**

1. The regular work day for lateral transfers and special enforcement team employees shall be ten (10) hours, including paid lunch periods and briefing time.
2. Should the 4/10 plan be discontinued during the term of this agreement, the City and IPOA will meet and confer regarding hours.
3. Unit employees who wish to return to the 5/8 work schedule may do so with the approval of Police Management.

**D. Regular Work Day (3 days/12.5 hours Work Schedule)**

1. Effective Date

Effective October 10, 2006, the City implemented a program in which officers assigned to Patrol work a “3/12.5 schedule.” The 3/12.5 Work Schedule was developed by the Chief of Police (or designee) with input from IPOA.

2. Payback 10 Hours to City

It is understood that each employee assigned to the 3/12.5 Work Schedule shall be responsible to “payback” 10 hours to City every 28 days.

**E. Work Week**

A workweek is a fixed and regularly recurring period of time consisting of seven (7) consecutive days (seven consecutive 24-hour periods).

**F. Hours Worked**

1. Hours worked shall be considered as the time the City requires an employee to work.
2. Hours worked shall specifically include court time and standby time as defined in this agreement, but does not encompass sick leave, vacation, or other periods of time which the employees are absent from work, travel to and from work, standby time during which employees are merely

required to leave work where they may be reached, nor any other periods during which employees are completely relieved from City duty and which are long enough to enable them to use the time effectively for their own purpose.

**G. Base Rate of Pay**

Employees' Base Rate of Pay is "simply" the assigned salary rate as set forth in the most-current City Salary Ordinance.

**H. Regular Hourly Rate of Pay**

Employees' regular hourly rate of pay shall be based upon the Base Rate, Assignment Pay, and Longevity Pay, adjusted for a forty (40) hour workweek, depending upon assignments.

**I. Standby Assignment**

1. A standby assignment occurs when an Officer is assigned by an authorized supervisor or the Police Chief to be available for work on an on-call basis during a specified off-duty period of time.
2. An individual assigned to standby must be able to be reached at any time during the assignment by a designated phone number.

**SECTION II - OVERTIME PROVISION**

**A. Regular Overtime**

1. Unit employees assigned to the 3/12.5 Work Schedule shall receive overtime pay for all hours worked in excess of 12.5 hours, seven (7) minutes per day.
2. Unit employees assigned to the 5/8 Work Schedule shall receive overtime pay for all hours worked in excess of eight (8) hours, seven (7) minutes per day.
3. Unit employees assigned to the 4/10 Work Schedule shall receive overtime pay for all hours worked in excess of ten (10) hours, seven (7) minutes per day.

**B. Call Back Overtime**

1. Employees covered by this agreement who are called back to duty after they have completed their normal work schedule and have left work or are on their day off shall receive overtime compensation for all hours worked during such assignment.
2. The employees shall be guaranteed a minimum of two (2) hours pay for the above category of overtime, regardless of the actual number of overtime hours worked.

**C. Court Overtime**

1. Employees covered by this agreement shall be guaranteed a minimum of two (2) hours overtime pay for court time provided that such overtime work meets the following conditions.
  - a. Prior to Beginning Work Shifts
    - 1) If a police officer is required to be in court more than two (2) hours prior to start of his

shift he shall receive a minimum of two (2) hours overtime at time and one-half of his base salary hourly rate.

- 2) If a police officer is required to be in court less than two hours prior to start of a shift he shall receive overtime at time and one-half of his base salary rate for total time prior to shift whether in court or not.

b. Continuation of Shift for Court Activity Begun Prior to End of Regular Work Shift

- 1) If a police officer is required to be in court prior to the completion of his work shift and it becomes an extension of his regular work shift, he shall receive overtime at time and one-half (1½) of his base salary hourly rate for the total time in court if less than one and one-half (1½) hours in court.
- 2) If a police officer is required to be in court prior to the completion of his work shift for more than one and one-half (1½) hours, but less than two hours, he shall receive two overtime hours at time and one-half of his base salary hourly rate.
- 3) If a police officer is required to be in court prior to the completion of his work shift for more than two hours, overtime shall be paid on actual overtime worked at time and one-half (1½) of his base salary hourly rate.

c. Court Time Commencing After Completion of Regular Work Shift

- 1) Police officers serving court overtime commencing after completion of regular work shift, necessitating a break between end of shift and start of court time, will be compensated for two (2) hour minimum overtime worked at time and one-half (1½) of his base salary hourly rate.
- 2) The overtime guarantees of this subsection shall not apply if the employee has been notified via phone and e-mail twenty four (24) hours prior to the court appearance notification time not to report, or the reason not to have the officer appear in court is beyond the control of the City; e.g., fire, flood, failure, or similar emergency condition.

**D. Court Travel Time**

1. Consistent with the past practice of the Department, employees subpoenaed to court in Los Angeles County other than Inglewood Municipal Court shall receive as travel time one-half (1½) hour pay to and one-half (1½) hour pay from said court appearance.
2. Employees subpoenaed to court outside of Los Angeles County shall receive actual time from police station to court appearance and from court to station as travel time.

**E. Special Overtime**

1. Regular full-time employees covered by this agreement shall be given preference in assignment to special overtime upon reasonable notification of their availability to work such assignments within existing departmental procedures.
2. All hours worked in special overtime assignments shall be compensated accordingly.

**F. Overtime Distribution**

Overtime worked shall be distributed as equitably as practicable over the terms of this agreement among those employees in the same classification.

**G. Overtime Pay**

All overtime hours worked will be paid at one and one-half (1½) times the employee's regular hourly rate of pay or may be accrued as compensatory time.

**SECTION III - COMPENSATORY TIME****A. Accrual**

Compensatory time may be granted and accrued by employees covered by this agreement in lieu of overtime pay at the rate of one and one-half (1½) hours compensatory time for each overtime hour worked.

**B. Maximum Accrual**

1. The maximum accrual of total compensatory time may not exceed a total on record of eighty (80) hours per fiscal year except as set forth in Section III. C below.
2. The unused compensatory time in excess of forty (40) total hours shall be paid to the employee based on his current hourly rate on the last pay period of each fiscal year except as set forth in Section III. C below.

**C. Fifty (50) Overtime Hours Not Cashed Out**

It is understood that the City and IPOA have an agreement for the term of this agreement that each unit employee shall agree to the following:

1. Each unit employee who earns at least fifty (50) hours of overtime must convert those first earned fifty (50) hours of overtime to seventy five (75) straight time hours and may not be cashed out during each twelve (12) months of this agreement.
2. Further, all these seventy five (75) straight time hours per each twelve (12) months of the agreement may only be taken with the approval by Police Management and may not create any back-up overtime employee replacement costs.
3. Unit employees must be permitted to use this accumulated compensatory time leave within a reasonable period of time after making a request to Police Management, as long as the request does not unduly disrupt the police operations of the City.

**D. Time Off**

1. An employee wishing to take compensatory time off must obtain the prior approval of his /her supervisor.
2. When a supervisor requests that an employee take compensatory time off, the employee's needs must be considered and reasonable notice is to be given.

**SECTION IV - STANDBY ASSIGNMENT COMPENSATION**

**A. Compensation**

Those employees assigned to standby time shall be compensated at one and one half (1½) times the regular rate for the following periods of time:

1. Two (2) hours of pay for each sixteen (16) hours of weekday standby assignment.
2. Four (4) hours of pay for each twenty four (24) hours of weekend standby assignment time.

**B. Limitations**

No standby time will be compensated in an eight (8), sixteen (16), or twenty-four (24) hour period during which the assigned employee is called back to work.

**SECTION V - TRAINING ASSIGNMENT COMPENSATION**

Required job training on employee's time off or on employee's work time shall be compensated at the employee's straight time hourly rate of pay, provided that such time is not regular overtime as defined in Section II, of this Article.

## ARTICLE EIGHT—GENERAL PROVISIONS

### SECTION I - WAIVER PROVISION ON BARGAINING DURING TERM OF AGREEMENT

Except as specifically provided for in this agreement or by mutual agreement in writing during the term of this Memorandum of Understanding, the parties hereto mutually agree not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during negotiations leading to this Memorandum, and any rights in that respect are hereby expressly waived during the term of this agreement.

### SECTION II - EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of the Memorandum of Understanding, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the IPOA shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding.

### SECTION III - SEVERABILITY PROVISION

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

### SECTION IV - LAW, RULES, REGULATIONS, AND AMENDMENTS

#### **A. Sole and Entire Memorandum of Understanding**

1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of understanding, oral or written, express or implied, between the parties, and shall govern their entire relationship, and shall be the sole source of any and all rights or claims which may be asserted hereunder or otherwise.
2. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law or City Charter.

#### **B. Civil Service and Departmental Rules and Regulations**

1. It is understood and agreed that there exists within the City, in written form, Civil Service and Departmental Rules and Regulations. Except as specifically modified by this Memorandum of Understanding, these rules and regulations, and any subsequent amendments thereto, shall be in full force and effect during the term of this Memorandum of Understanding.
2. Before any new or subsequent amendments to these Civil Service and/or Departmental Rules and Regulations directly affecting wages, hours, and terms and conditions of employment are implemented; the City shall meet and confer in accordance with Government Code, Section 3500 et seq., with the IPOA regarding such changes.

3. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met and conferred with the IPOA as required by law.

#### **SECTION V - REQUESTS BY IPOA**

The City shall be responsive in acknowledging any requests by IPOA directed to the City and shall attempt within the scope of this agreement to establish policy and respond to said requests promptly.

#### **SECTION VI - POLICE CHIEF - IPOA MEETING**

The Police Chief and Police management personnel designated by the Chief shall meet with Inglewood Police Officers Association Board Representatives/members upon reasonable advance notice by either the Inglewood Police Officers Association or the Police Chief. The purpose of these meetings shall be to promote better understanding between the Police management and IPOA through direct communication.

#### **SECTION VII - TERM OF THIS AGREEMENT**

This agreement shall cover the period from January 1, 2010, through December 31, 2012, with IPOA who has the right to extend the term of this agreement to December 31, 2013, if IPOA notifies the City by or before October 1, 2012, of its request to extend MOU through December 31, 2013.

#### **SECTION VIII - RATIFICATION AND EXECUTION**

The City and IPOA acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of Inglewood. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and IPOA, and entered into this 1<sup>st</sup> day of February, 2011.

**PARTNERS TO AGREEMENT**

**IPOA POLICE EMPLOYEES**

*Dieter*

*Dammeier*

*L.W.*

Dieter Dammeier, IPOA Chief Negotiator

*Loyd Waters*

Loyd Waters, IPOA President

*John Baca*

John Baca, IPOA Representative

*Peter Friesen*

Peter Friesen, IPOA Representative

*Dan Milchovich*

Dan Milchovich, IPOA Representative

**CITY OF INGLEWOOD**

*John F. Hoffman*

John F. Hoffman, City's Chief Negotiator

*Michael D. Falkow*

Michael D. Falkow, Deputy City Administrator/CIO

*Jose Cortes*

Jose Cortes, Accounting Manager

*Leonca Cahee*

Leonca Cahee, Sr. Human Resources Analyst

*Jeandra LeBeauf*

Jeandra LeBeauf, Human Resources Specialist

**EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 8<sup>TH</sup> day of February, 2011.

**INGLEWOOD POLICE OFFICERS ASSOCIATION (IPOA)**

**CITY OF INGLEWOOD, CALIFORNIA**

*Loyd Waters*

Loyd Waters, IPOA President

*Mark F. Weinberg*

Mark F. Weinberg, City Administrator

## APPENDIX ONE—Employee Work Furlough Program

### A. Definition

The term Employee Work Furlough Program, as used in this agreement, between The City of Inglewood (“City”) and the Inglewood Police Officers Association (“IPOA”) is a required, temporary, unpaid reduction in the work schedule for all of IPOA unit employees.

### B. Non-Exempt Employee

Non-Exempt employees are all unit employees that are not exempt from the FLSA.

### C. Work Schedule

1. The designated work schedules of all unit employees remains as they existed prior to the implementation of this agreement.
2. Thus, employees assigned to positions with a 4/10 work schedule or a 3/12.5 work schedule, shall remain so assigned.

### D. Furlough Hours

1. Effective during the period of January 7, 2011 through January 6, 2012, all unit employees shall be made to take one hundred and thirty (130) unpaid hours of furlough time.
2. Effective during the period of January 6, 2012 through December 31, 2012 (Note: the Year 2012 is a Leap Year), all unit employees shall be made to take one hundred and thirty (130) unpaid hours of furlough time.
3. Furlough in each of the periods specified in paragraphs 1 through 2 above, if applicable, shall be accomplished as follows:
  - a. An employee that is approved an annual vacation block pursuant to existing practices shall be permitted, at the employee’s option, to use “furloughs” for some or all of their approved vacation, in lieu of alternate forms of paid leave. Furlough hours shall be unpaid.

Example: Employee is approved for eighty (80) hours of vacation. Employee can elect to use between zero (0) and eighty (80) of his or her required one hundred and thirty (130) hours of unpaid furlough during their vacation. If employee elects to use sixty two and one half (62½) furlough hours at that time, employee be off for eighty (80) hours, of which sixty two and one half (62½) hours will be unpaid and seventeen and one half (17½) hours will be paid and deducted from employee’s accrued “vacation leave” (or some other form of applicable paid leave bank).

- b. For employees assigned to regular patrol, Police Department management shall schedule the balance of the furlough hours not taken in conjunction with an approved vacation block, in 10-hour increments on the employee’s assigned 10-hour “payback” days throughout the course of each designated 12-month period. Given there may be an odd number of hours of furlough that must be used to equal exactly one hundred and thirty (130) hours, it is understood that at one

time during the year a required furlough may be less than 10-hours. Which specific payback days are selected for furlough shall be at the discretion of Police Management.

Example: Assuming employee used sixty two and one half (62½) hours of unpaid furlough time to coincide with his or her vacation, Police Management would be required to schedule an additional sixty seven and one half (67½) hours of furlough, for a total of 130 hours. Police Management shall select six (6) of employee's complete 10-hour payback days and one (1) of partial payback day for furlough during the designated 12-month period.

- c. For employees assigned to other than regular patrol, the employee and his or her supervisor shall mutually schedule the balance of the furlough hours not taken in conjunction with an approved vacation block, in 10-hour increments, one in each 28-day period throughout the course of the each designated 12 months. Given there may be an odd number of hours of furlough that must be used to equal exactly one hundred and thirty (130) hours, it is understood that at one time during the year a required furlough may be less than ten (10) hours. Employee may take more than one unpaid furlough shift in any 28-day period with approval of the employee and his or her supervisor.

Example: Assuming employee used sixty two hours and one half (62½) hours of furlough to coincide with his or her vacation, employee and his or her supervisor shall agree upon an additional sixty seven and one half (67½) hours of furlough, for a total of one hundred and thirty (130) hours. Employee and his or her supervisor shall select six complete 10-hour shifts and one partial shift (7½ hours) for furlough during the designated 12-month period. An employee cannot take more than one furlough shift in each 28-day period without the approval of the employee and his or her supervisor.

#### **E. 10-Hour Furlough Shifts – Regular Patrol**

The 10-hour furlough shifts selected by Police Management for employees assigned to regular patrol shall be posted a minimum of thirty (30) days in advance of the commencement of each 28-day cycle, with the exception of the first cycle (e.g., January 7, 2011). Once posted, furlough days cannot be changed except upon agreement of Police Management and the employee.

#### **F. Selecting Shifts for Furloughs**

In all cases, the wishes of the employee shall be considered in selecting shifts for furloughs, but the governing factor shall be the efficient operations of the Police Department. Furloughs shall be scheduled to avoid the creation of additional overtime liability, and employee seniority will be used to handle any conflicts relative to "bidding" payback days.

#### **G. Audit Furlough Leave Taken**

1. Police Management shall periodically audit Furlough leave taken by employees.
2. If, by October 1<sup>st</sup> of a given year, it does not appear that an employee is on target to use his or her required one hundred and thirty (130) hours within the designated 12-month period, Police Management shall work collectively with the employee to schedule sufficient furlough leave within the remaining two months of that 12-month period to ensure that all one hundred and thirty (130) hours are taken.

3. No employee shall be permitted to “carryover” the need to take off furlough leave from one 12-month period to the next.
4. To the extent possible, the wishes of the employee will be given consideration, however, management is vested with unilateral authority to designate sufficient furlough time to ensure that all one hundred and thirty (130) hours are taken within each designated 12-month cycle.

#### **H. New Hires, Promoted, or Returning from Unpaid Leave**

Employees hired into positions represented by IPOA and employees who return from an unpaid leave of absence shall be made to take unpaid furloughs on a prorated basis, based upon their date of hire, promotion, or return to work, rounded to the nearest whole number.

#### **I. Unpaid Leave of Absence**

Employees who are on any form of leave of absence without pay, except disciplinary suspensions, shall have such hours count towards their required one hundred and thirty (130) hours of furlough.

#### **J. Employee Benefits**

1. Unit employees’ fringe benefits, including, but not limited to, accrual of paid leaves and entitlements to insurance benefits, shall be unaffected by the implementation of this Work Furlough Program and shall continue as if this program were not in effect.
2. The Employee Work Furlough Program will not count as a break in service and shall not affect accrual of seniority or entitlement to step advancement.
3. Probationary periods will not be impacted by the Work Furlough Program, and probationary periods shall not be extended as a result of this Program being implemented.

#### **K. No Reduction in Base Salaries/Earnings Reported to PERS**

1. The implementation of the Work Furlough Program shall not cause there to be a reduction in unit employees’ base salaries.
2. The City shall report to PERS the employees’ unmodified based salaries and actual earnings for all special compensation.

#### **L. Overtime and Compensatory Time**

1. Furlough hours shall not count as hours worked for purposes of non-exempt employees’ entitlement to overtime or compensatory time off.
2. However, if a non-exempt unit employee works outside of his or her regular scheduled hours, the employee shall be paid time and one-half the employee’s regular rate of pay according to the employee’s unreduced regular rate of pay, as if the Work Furlough Program were not in effect.
3. A non-exempt employee is eligible to work reimbursable overtime assignments on a day in which the employee has been furloughed at the employee’s applicable overtime pay rate.

**M. Mandatory Court Appearance/On-Call Subpoena**

1. An employee who received a mandatory appearance court subpoena for a date scheduled as a Furlough day shall promptly notify his or her supervisor.
2. Police Management then reserves the right to either (1) reschedule the Furlough day and have the employee work his or her regular hours on the date of the subpoena, or (2) keep the date of the subpoena as a Furlough day and pay the employee at time and one half his or her regular rate of pay for all time spent in court, with a minimum of two hours.
3. Any employee who receives an on-call subpoena for a date scheduled as a Furlough day shall remain on furlough and, if not an FLSA exempt employee, receive two (2) hours of standby pay at time and one half his or her regular rate of pay.

**N. Payroll Records**

1. Furlough hours will be recorded on each unit employee's work timesheet as recorded for other paid or unpaid time off. Unit employees will designate on their timesheets "FURL" to designate the time as furlough hours.
2. Furlough hours, accrued totals, and the amount used shall be recorded on the unit employee's payroll stubs as is recorded in a similar fashion for other paid or unpaid time off.
3. If a unit employee's pay for a pay period, which includes furlough hours, is not sufficient to cover a particular deduction (e.g., any wage garnishment, child support, tax liability, medical, dental, group insurance), the deduction will be taken from the subsequent payroll period pay check.

**O. Use of Accumulated Leave Time Benefits**

Until the Work Furlough Program is terminated, unit employees may not cash-out any of their accrued vacation or sick leave except upon termination of employment with the City or under documented emergencies. Any employee cannot substitute accrued vacation leave or sick leave on any day on which the employee is schedule to be furloughed.

**P. Exemption from Employee Work Furlough Program**

This Employee Work Furlough Program does not apply to unit employees who are currently on leave of absence without pay or on military leave.

**Q. Terms and Conditions of Employee Work Furlough Program**

To the extent any terms and conditions of the Employee Work Furlough Program conflict with any provisions of the MOU or any other City procedure, policy or guidelines, the terms and conditions of this Employee Work Furlough Program shall prevail.

## **APPENDIX TWO—EMERGENCY VACATION/SICK LEAVE CASH-OUT POLICY**

### **Section I - Emergency Provision**

The only exception to the no-cash out policy of accumulated vacation and sick 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:

### **Section II - Written Documentation**

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

### **Section III - Qualifying Criteria**

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

### **Section IV - Payment**

If the requesting employee satisfactorily meets the criteria in this policy, the City Administrator will approve the request for “cash out” of vacation and/or sick leave per the policy set forth in the MOU and the City shall provide the cash out check available to the eligible employee within ten (10) business days.

### **Section V - Final Decision**

The decision of the City Administrator on request is final.