

TABLE OF CONTENTS

	<u>PAGE</u>
<u>EMPLOYER-EMPLOYEE RELATIONS RESOLUTION</u>	
ARTICLE I - GENERAL PROVISIONS	1
Section 1 This Resolution Shall Be Known	
Section 2 Statement of Purpose	
Section 3 Definitions	
ARTICLE II - REPRESENTATION PROCEEDINGS	3
Section 4 Filing of Recognition Petition	
Section 5 City Response to Recognition Petition	4
Section 6 Open Period for Filing Challenging Petitions	5
Section 7 Election Procedure	
Section 8 Recognition	6
Section 9 Procedure for De-certification	7
Section 10 Policy and Standards for Determination Of Appropriate Units	8
Section 11 Appeal Procedure	9
ARTICLE III - IMPASSE PROCEDURE	9
Section 12 Impasse Procedure	
Section 13 Procedures for Mediation and Fact-finding	10
ARTICLE IV - ADMINISTRATION	12
Section 14 Submission of Current Information By Recognized Employee Organizations	
Section 15 Payroll Deductions on Behalf of Employee Organizations	
Section 16 Employee Organization Use of City Resources	
Section 17 Administrative Rules and Procedures	
ARTICLE V - MISCELLANEOUS PROVISIONS	12
Section 18 Construction	
Section 19 Severability	
Section 20 Adoption	
<u>ARTICLE ONE - MEMORANDUM OF UNDERSTANDING</u>	14
Section I - Recognition Clause	
Section II - Dues Deduction	
Section III - Indemnification	
Section IV - Time Off For Meeting and Conferring	
Section V - Time Off for Grievance Processing	15
Section VI - Time Off for Association Board Meetings	16

	<u>PAGE</u>
<u>ARTICLE TWO - GRIEVANCE PROCEDURE</u>	17
Section I - Purpose of Grievance Procedure	
Section II - Conduct of Grievance Procedure	
Section III - Matters Subject to Grievance Procedure	
Section IV - Grievance Procedure Step	18
<u>ARTICLE THREE - SALARIES AND COMPENSATION</u>	21
Section I - Salaries	
A. Salary Adjustment Criteria	
B. Salaries April 09, 2001 through October 11, 2002	
Section II - Supplemental Compensation	22
A. Bilingual Interpretation Assignment	
B. Education Incentive	
C. Holiday Pay - Police Sergeants	
D. Overtime	
E. Standby Pay	23
F. Retention Incentive	
G. Shoot Pay	24
H. Uniform Allowance	
I. Voluntary Deferred Compensation	
Section III - Retirement	
Section IV - Merit Pay Plan	25
Section V - Acting Appointments	27
Section VI - Layoff and Re-Employment Policies	28
<u>ARTICLE FOUR - FRINGE BENEFITS</u>	30
Section I - Fringe Benefits Administration Provision	
Section II - Fringe Benefits	
A. Medical Plan	
B. Medical Plan - Retired Employees	31
C. Dental Plan	32
D. Life Insurance	33
E. Life Insurance - Retired/Terminated Employees	
F. Accidental Death Benefit	
F. Long Term Disability Plan (Payroll Protection)	
H. Optical	
I. Options Fund	
J. Holidays	34
K. Vacation	35
L. Sick Leave	36
M. Compensatory Time	37
N. Bereavement Leave	
O. Maternity Leave	
P. Jury Duty	38
Q. Education Reimbursement	
R. Biennial Physical Examination	
S. Travel to Conferences	
T. Parking	39

	<u>PAGE</u>
U. Library Privilege	
V. Replacing or Repairing Property of Employees	
W. Physical Fitness Program	
X. Personal Leave	41
<u>ARTICLE FIVE - GENERAL PROVISIONS</u>	42
Section I - Lieutenant Scheduling	
Section II - Alternative Work Schedule	
Section III - Patrol Shift Assignments	
Section IV - Americans with Disabilities Act	43
Section V - Family and Medical Care Leave Policy	
Section VI - Employment of Relatives	
Section VII - Promotions	44
Section VIII - Term of This Agreement	45
SECTION IX - Ratification and Execution	
<u>SALARY RANGE TABLE</u>	46

ARTICLE ONE

MEMORANDUM OF UNDERSTANDING

SECTION I - RECOGNITION CLAUSE

The City recognizes the Inglewood Police Management Association, Incorporated (IPMA) as the recognized representative organization for the ranks of Deputy Police Chief, Police Captain, Police Lieutenant, and Police Sergeant.

SECTION II - DUES DEDUCTIONS

The City shall deduct dues on a regular basis from the pay of all classifications and positions recognized to be represented by IPMA and who voluntarily authorize such deductions in writing on a form provided for this purpose by the City. The City shall remit such funds to IPMA within 30 calendar days or sooner when practicable following the deductions.

SECTION III - INDEMNIFICATION

The IPMA agrees to hold the City harmless and indemnify the City against claims, causes of action, or lawsuits arising out of the dues deductions or transmittal of such funds to IPMA.

SECTION IV - 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 both to the City and IPMA that the City permit an IPMA 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. When employees 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). In no event shall the number of committee-persons exceed five.
2. Full pay, as used above, shall mean the employee's current base salary, benefits, and any assigned bonus. 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.
3. The IPMA shall provide the Police Chief and the Personnel Director with a written list of up to five individuals who will serve as the IPMA employer-employee relations' team for the purpose of the meeting and conferring process.

4. Such list shall be provided at least two calendar weeks prior to the date set for meeting and conferring. 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 IPMA to meet such requirements.

SECTION V - TIME OFF FOR GRIEVANCE PROCESSING

1. One of two representatives designated by the IPMA 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. The Police Chief shall not unreasonably withhold approval of time off without cause.

The IPMA representative, as a full-time sworn 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. The IPMA shall be permitted to name an alternate representative to carry out the duties of its designated IPMA representative in his absence.

2. Upon execution of this Memorandum of Understanding the IPMA shall notify the Police Chief and the Personnel Director of the name or names of individuals who are initially authorized by the IPMA to adjust and/or process grievances.
3. If there is any change in persons designated to process and/or adjust grievances the IPMA shall immediately notify the Police Chief and the Personnel Director in writing of such changes.
4. In the performance of his duties the IPMA 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 duties so as to minimize other employees' lost work time as a result of the processing or adjusting of grievances by the IPMA representative.
5. Before entering a job site to present or adjust a grievance, the representative must notify and receive permission to enter from the supervisor in charge of the area or job site that he wishes to enter. The representative shall work with the supervisor of the area to minimize other employees' loss of time or disruption to the work of other employees.
6. The IPMA representative must notify his management supervisor before leaving his job site to process and/or adjust grievances. IPMA representative will notify his immediate management supervisor upon his return to his job site so that the time spent on such Association business can be documented and submitted to the Police Chief.

Documentation shall be limited to name of IPMA representative, date and time spent, and general division of department in which grievant is assigned.

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.

SECTION VI - TIME OFF FOR ASSOCIATION BOARD MEETINGS

The City shall grant IPMA board members time off not to exceed a total of 500 hours collectively for all members of the board. The president of the Association may take up to 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. The 25 days shall not count in computing the 500 hours set forth above.

ARTICLE TWO

GRIEVANCE PROCEDURE

The following grievance procedure shall be the sole and exclusive procedure for all full-time probationary and permanent status Police Management employees.

SECTION I - PURPOSE OF GRIEVANCE PROCEDURES

- A. To promote improved employer-employee relations by establishing grievance procedures on matters for which an appeal, hearing, or process is not provided by other regulations.
- B. To provide that grievances shall be heard and settled as informally as possible.
- C. To enable grievances to be settled as promptly and as nearly as possible to the point of origin.
- D. To afford employees individually, or through qualified representation, a systematic means of obtaining considerations of questions and disputes.

SECTION II - CONDUCT OF GRIEVANCE PROCEDURES

- A. An employee may request the assistance of another person of his own choosing in preparing and presenting his grievance at any level of review; or may be represented by a recognized employee organization, or may represent himself.
- B. The employee and his representative, if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, in conferring about and presenting a grievance.
- C. Any retroactivity on monetary grievances shall be limited to the date the grievance was filed in writing, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- D. The time limits specified may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- E. Employees shall be free from reprisal for using the grievance procedure.

SECTION III - MATTERS SUBJECT TO GRIEVANCE PROCEDURE

- A. Grievance shall be defined as a dispute between the City and an employee, group of employees, the Association on behalf of an individual employee or group of employees, or the

Association on its own behalf, regarding the application or interpretation of specific expressed provisions of this MOU, Civil Service Rules and Regulations, and/or departmental rules and regulations.

B. In addition, full-time employees having probationary or permanent status may process a personal grievance on one or more than one of the following grounds:

1. Improper application of rules, regulations, and procedures.
2. Unfair treatment, including coercion, restraint, or reprisal.
3. Reduction in force action - layoffs.
4. Promotion procedures implemented unfairly.
5. Classification of position.
6. Non-selection for training opportunities.
7. Discrimination because of race, religion, color, creed, or national origin.
8. Any matter personally affecting an employee's:

working schedule	performance rating
fringe benefits	retirement
holidays	change in classification
vacation	change in salary
sick leave	

B. Probationary employees may file grievance under all of the above, but not as applied to their performance rating or discharge.

SECTION IV - GRIEVANCE PROCEDURE STEPS

A. Step One - Informal Process

An employee must attempt first to resolve a grievance through a discussion with his/her 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. In no case may more than twenty-one calendar days on all grievance matters elapse from the date of the alleged incident and the filing of a written formal grievance with the Personnel Director with a copy to the Police Chief.

B. Step Two - Formal Process - Management Supervisor

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 management supervisor. The immediate management supervisor shall render a decision and comments in writing and return them to the grievant within seven working days after receiving the grievance.

C. Step Three - Formal Process - Commander

If the grievance is not resolved in Step Two, or if no answer has been received from his/her immediate management supervisor within seven calendar days from the presentation of the written grievance, the grievant may within seven calendar days present the grievance in writing to his/her Commander. The Commander shall discuss the grievance with the grievant, render a decision and comment in writing, and return them to the grievant within seven calendar days after receiving the grievance.

D. Step Four - Formal Process - Police Chief

If the grievance is not resolved in Step Three, or if no answer has been received within seven calendar days from the presentation of the written grievance, the grievant may, within the next seven days, present the grievance in writing to the Police Chief. Failure of the grievant to take this action will constitute termination of the grievance. The Police Chief shall further review and discuss the grievance with the grievant and shall render his/her decision and comments in writing and return them to the grievant within seven calendar days after receiving the grievance.

E. Step Five - Formal Process - Advisory 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 may within seven calendar days present the grievance in writing to the Employee Relations/Personnel Director for processing. Failure of the grievant to take this action will constitute termination of the grievance. The Employee Relations/Personnel Director will process the grievance by forwarding to the Administrative Officer for review and settlement.

F. Step Six - Final Process

If the grievance is submitted to the Administrative Officer for review and settlement, the Administrative Officer may elect the method he considers appropriate for the study of the issues and shall render a decision to the parties within thirty calendar days. The decision of the Administrative Officer shall be

final, subject to review by a court of competent jurisdiction.

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 Schedule for October 7, 2002 through October 8, 2004

<u>CLASS</u> <u>CODE</u>	<u>TITLE</u>	<u>MONTHLY</u> <u>MINIMUM</u>	<u>SALARY RANGE</u> <u>MAXIMUM</u>
698	DEPUTY POLICE CHIEF	324.5 \$7,126	354.5 \$9,604
665	POLICE CAPTAIN	316.5 \$6,580	346.5 \$8,869
666	POLICE LIEUTENANT	299.0 \$5,529	329.0 \$7,452
699 314.0	POLICE SERGEANT	284.0 \$4,762	314.0 \$6,419

*Salaries rounded to the nearest dollar amount

ARTICLE THREE

SALARIES AND COMPENSATION

SECTION II - SUPPLEMENTAL COMPENSATION

A. Bilingual Interpretation Assignment

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

1. To be eligible for this assignment bonus an employee must pass a language proficiency test, which is job related to the duties and responsibilities performed. The test need not be written, but may test verbal skills in communication with non-English speaking persons.
2. Effective June 29, 1992, the City will pay each designated employee \$25 per pay period for the duration of the assignment.

B. Education Incentive

1. Effective January 2, 2004, the bonus for valid Intermediate, Advanced and Management POST certificates for Police Management employees shall be 5% per pay period.
2. In no event shall the City pay for more than two certificates per individual employee.

C. Holiday Pay

Fourteen days of holiday pay in lieu of holiday time off shall be provided and no compensatory time off will be given when holiday is worked. Effective April 09, 2001, each day of holiday shall be worth 9.285 hours pay. Upon written approval of the Police Chief, a Police Management employee may be permitted to take off a holiday recognized by the City in lieu of receiving holiday pay. Payment of holiday in-lieu shall be made at the end of the first pay period in December of each year.

D. Overtime

1. No Police Management employee will be paid overtime hours unless approved in writing in advance by the City Manager.
2. Whenever an employee in the classification of Police Sergeant or Police Lieutenant is required to perform services at a time outside of his or her regular work schedule that are "event driven," the employee shall received premium overtime compensation equal to one and one half times the employee's regular rate of pay in cash or compensatory time off, at the employee's option, subject to the limitations described

below. "Event driven" means major disasters, riots, major investigations, tactical situations or any other similar activity designated by the Chief of Police.

3. Employees may accumulate compensatory time off up to a maximum of 120 hours. Upon attaining that maximum level, all overtime compensation shall be provided in cash. On September 30th of each calendar year, any such compensatory time off credited to an employee that is in excess of 60 hours shall be paid in cash to the employee at his or her current regular rate of pay. This compensatory time off bank shall be separate from and in addition to the 60 hours of annual compensatory time off hours awarded under Article Four, Section II, M.

E. Standby Pay

Effective August 13, 2001, eligible supervisors, designated by the Chief of Police, assigned to "standby" for homicides or officer-involved shootings, will be compensated at a rate of nine (9) hours of straight time and nine (9) hours of compensatory time, for each week assigned to standby, for the following periods of time:

1. One (1) hour straight time pay for each weekday of standby assignment time.
2. Two (2) hours of straight time pay for each weekend of standby assignment time.

F. Retention Incentive

The City provides the following retention incentive plan for all eligible full-time Police Management employees:

1. Three percent additional compensation per pay period above the base salary at the completion of seven years of full-time service with the City.
2. Three percent additional compensation per pay period above base salary at the completion of fourteen years of full-time service with the City.
3. Three percent additional compensation per pay period above base salary at the completion of twenty-one years of full-time service with the City effective January 1, 1986.
4. Three percent additional compensation per pay period above base salary at the completion of 28 years of full-time service with the City. Effective May 22, 2000 this three percent shall be paid at the completion of 27 years of full-time service with the City.

G. Shoot Pay

1. All Police Management employees are eligible to take part in the shoot pay program.
2. Effective January 2, 2004 compensation for the shoot program will be eliminated. All Police Management employees will earn a pass/fail for the qualifying score for the following categories:

<u>CATEGORY</u>	<u>QUALIFYING SCORE</u>
Minimum Qualifying	220
Marksman	350-399
Sharpshooter	400-429
Expert	430-449
Distinguished Expert	450-480

H. Uniform Allowance

Effective October 1, 2004, all Police Management employees shall receive an annual uniform allowance of \$900 per year.

I. Voluntary Deferred Compensation

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

SECTION III - RETIREMENT

- A. The City provides retirement coverage through the Public Employees' Retirement System (PERS).
- B. The City's contribution is established by the PERS Board of Administration and varies.
- C. The employees contribute nine percent of their salary. The contribution rate for the employees is governed by State legislation.
- D. Effective August 19, 1985 the City shall pay nine percent of the employee's PERS contribution on behalf of each Police Management employee. The City's payment of such amount shall not be considered compensation for retirement contribution or benefit purposes.
- E. The City provides the PERS benefits of the military service credits provisions as specified in Government Code, Section 20930.3.
- F. The City provides the PERS benefits of one-year highest compensation as specified in Government Code, Section 20024.2.
- G. The City provides post-retirement survivor allowance as specified in Government Code, Section 21263.

- H. The City provides a one-time five percent increase for employees retired prior to January 1971, as specified in Government Code, Section 21222.1.
- I. Effective January 1984 or as soon thereafter as possible, the City shall provide 1959 survivor benefits as specified in Government Code, Sections 21380-21387 and 21390.
- J. Effective January 9, 1995, the City shall report the nine percent contribution as additional compensation as provided in Government Code, Section 20023.
- K. Effective December 15, 2001, the City shall provide the three percent (3%)@ 50 Full Formula in accordance with Government Code, Section 21362.2.

SECTION IV - MERIT PAY PLAN

A. Appointment and Probationary Status

1. It shall be the policy that upon promotion employees shall be assigned to the step in the higher salary range that shall provide at least a five percent increase over their former base salary. If the pay provided for at such step is not five percent above the base pay* of the highest paid subordinate supervised by the promoted employee, the promoted employee shall be assigned to the higher step necessary to provide such five percent differential. Except that in no event shall the promoted officer be paid a base salary more than that provided by the top step of the range of the class to which he was promoted.
2. Each initial and promotional appointment to a full-time Police Management position shall be subject to probationary appointment status for a period that may vary from one day to one year.
3. Upon satisfactory completion of the probationary period a five percent salary increase will be granted.
4. An employee's probationary status may be extended by the appointing authority for a six-month period.

*In the case of newly appointed Sergeants, base pay as here used shall be deemed to include the special pay rate paid to former Police Agents under Salary Ordinance No. 2423.

B. Merit Increases

1. Merit Increase Increments

- a. Upon successful completion of the probationary period, the Police Management employee is eligible to receive merit increases in one percent increments at any time during the fiscal year on the recommendation of the employee's supervisor and the approval of the Police Chief.
- b. Merit increases are not granted automatically at specific

intervals, but at the discretion of the department head based on employee performance. Five percent per year is considered a normal advancement through the salary range for employees whose job performance is rated satisfactory by their supervisor. Advancements, which are below or above this norm, may be granted when warranted and justified.

2. Criteria for Merit Increases

Criteria for granting merit increases by department heads shall include but not be limited to:

- a. Ability, skill and knowledge
- b. Competency in completing job assignments and performing responsibilities
- c. Productivity
- d. Creativity
- e. Attitude
- f. Present salary
- g. Actions toward self-improvement

C. Performance Evaluations

1. The Police Chief shall evaluate each Police Management employee at least once annually. An opportunity will be afforded each management employee to participate in a face-to-face evaluation.
2. Evaluations will be made in writing and will contain a recommendation indicating whether or not a merit increase is to be granted and supporting statements for the recommendation.

D. Reduction In Pay

The City Manager must give written approval for reducing pay or approving a reduction in an employee's compensation in one percent increments to not lower than step B, but not without consultation with the department head and affected employee. All such reduction actions shall be subject the City's grievance procedure.

E. Administration of Merit Pay Plan

The Personnel Department is responsible for the administration and coordination of the merit pay plan as well as the training of the employees on the objectives and operation of the plan. Requests for further information and clarification of the merit pay plan should be directed to the Personnel Department.

F. Base Salary

Base salary is defined as the assigned salary range to any classification, exclusive of retention incentive, deferred compensation, and any bonus or assignment differentials.

G. Supervisory Differential

1. All employees promoted to or 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. All supervisors shall receive a rate of pay, which is at least five percent above the base salary of any employee in a lower job classification whom they supervise.

SECTION V - ACTING APPOINTMENTS

A. Definition

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

B. Policies and Procedures

1. Authority for Appointments

The appointing authority for acting appointments will be the City Manager or his designate.

2. Types of Appointments

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

3. Extension of Appointments

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

4. Limitation on Appointments

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

5. Appointment Pay

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

6. Benefit Accrual

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 differential above the salary to which an employee is entitled in his/her permanent position.

7. Appointments While Maintaining Current Responsibilities

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

C. Ineligibility for Supervisory Differential

Employees who are appointed to acting appointments shall not be eligible for supervisory differential compensation during the time they are serving in an acting appointment.

SECTION VI - LAYOFF AND RE-EMPLOYMENT POLICIES

A. Job Elimination Policy

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

B. Layoff Procedure

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

1. Order of Separation

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

2. Offer of Reassignment

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

3. Laid Off Employees - Re-employment Register

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

4. Appointment of Laid-Off Employees to Lower Class

The City Manager may approve the appointment of an employee who is to be laid off to an existing vacancy in a lower or equal class for which he is qualified without requiring an examination, provided the appropriate appointing authority so appoints.

ARTICLE FOUR

FRINGE BENEFITS

SECTION I - FRINGE 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.

C. Changes

The City shall meet and confer with the IPMA prior to any changes of insurance carrier or method of funding coverage for any fringe benefits provided in Section II.

SECTION II - FRINGE BENEFITS

A. Medical

1. The City will make medical benefits available to all active eligible unit employees and retirees.
2. The City shall contribute \$16.00 per month toward the payment of premiums due on behalf of each active full time employee and eligible retiree who elects to participate in the medical program.
3. 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.
4. Enrollment shall occur as provided in program requirements.
5. Effective January 1, 2004, the City will institute a domestic partner benefit, for the domestic partners of eligible employees as defined, specified and amended by federal and state law.

B. Medical Plan - Retired Employees

1. The City provides retired employees with the opportunity to participate in-group medical insurance plans contracted for by the City. All appropriate and necessary arrangements under this paragraph B must be made prior to the effective date of retirement.
2. The City agrees to pay fifty percent per month for all existing and future retired Police Management employees for medical benefit coverage with the City's medical plans.
3. a. Effective August 1, 1986 the City agrees to pay on behalf of employees who terminate City employment through PERS retirement on or after August 1, 1985, and who then have served at least 15 consecutive years as full-time City employees, seventy-five percent of the required monthly premium for employee and one dependent coverage for the life of the employee under the City's then approved medical insurance plan as then in effect in which the qualifying retiring employee had been enrolled prior to retirement; provided such employee duly selected to continue said insurance coverage past retirement, and provided the said insurance carrier accepts the retiring employee for coverage.
- b. During the life of this MOU, for employees retiring after October 1, 1999, the City agrees that employees in the unit who have 25 consecutive years or more of City service and who terminate City employment through PERS retirement with accumulated unused sick leave and/or vacation leave of five hundred hours or more may, in lieu of utilizing such five hundred hours for purposes described in Section II-K, utilize such five hundred 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 for the lifetime of the retiring employee. As used in this Section II-B, paragraph 3-b, the term "City service" may include up to a maximum of four years of military service credit, as provided by Government Code Section 20930.3, if fully purchased by the employee before the effective date of retirement. An employee claiming military service credit shall furnish to the City satisfactory proof of purchase of credit so claimed before the effective date of retirement. All other restrictions contained in paragraph 3-a above shall apply to any employee qualifying for medical premium coverage under this Section II-B, paragraph 3-b.
- c. Effective August 13, 2001, the City agrees that employees retiring in this unit who have twenty consecutive years or more of City service and who terminate City employment through PERS retirement with accumulated unused sick leave and/or vacation leave of seven hundred-fifty (750) hours or more may utilize such seven hundred-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 for the lifetime of the retiring employee. All other restrictions

contained in paragraphs 3a and 3b above shall apply to any employee qualifying for medical premium coverage under this Section II B., paragraph 3c.

- d. Employees retiring in this unit, who terminate City employment through PERS retirement with one thousand hours (1000) of accumulated sick and/or vacation leave may utilize such one thousand hours (1000) 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 seventy-five percent (75%) of the premium due for that one dependent for the lifetime of that dependent.
4. If the City should change health insurance carriers, the retired employee would continue to receive the 50 percent premium payment by the City towards a designated City plan if retirement occurred prior to August 1, 1985; if retirement occurred on or after August 1, 1985, the employee would continue to receive the 75 percent premium payment by the City; if retirement occurred after July 6, 1987, and the employee elected to receive the 100 percent premium payment by the City in accordance with paragraph 3-b above, the employee would continue to receive this 100 percent premium payment.
5. With respect to retirees who shall be required under the applicable medical plan to pay for coverage under Medicare, the City will reimburse such retiree for the premium for such mandatory Medicare coverage, against written verification of payment, up to a maximum amount equal to the premium contributions provided for under subparagraphs 2. and 3. of this paragraph B. without taking into account any reduction in such medical premiums occasioned by the Medicare Coverage.

C. Dental Plan

1. An employee and family dental plan is provided by the City. The City shall pay all monthly dental premiums for eligible Police Management employees and their dependents. The City shall pay all dental premium increases that occur during the term of this agreement.
2. The plan has a deductible of \$25 per person per year (maximum \$75 per family annually) on charges other than examination, cleaning, and x-rays.
3. Examinations, cleaning once every six months, and full mouth x-rays are covered at 100 percent.
4. Fillings, extractions, root canals, and certain other routine items are covered at 100 percent.
5. Prosthetic work is covered at 60 percent.

6. Effective February 1, 1982 the City shall provide orthodontic coverage; no deductible, 100 percent up to \$2,000 per eligible dependent.

D. Life Insurance

The City pays the premiums for the following policies for each Police Management employee:

1. Effective January 1984 or soon thereafter, delete \$5,000 whole life policy.
2. A term life policy equal to the employee's annual salary rounded off to the nearest \$500. In the case of accidental death the benefit will equal two times the amount provided above.

E. Life Insurance for Retired or Terminated Employees

Retiring employees or those employees who terminate may elect to convert group life coverage to individual coverage. Necessary arrangements must be made with the City and the insurance company before the effective termination date. Cost of life insurance continuance upon retirement will be borne by the employee.

F. Accidental Death Benefit

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

G. Long Term Disability Plan (Payroll Protection)

Effective June 1, 1995, the City shall discontinue contributing to a long-term disability plan for Police Management employees.

The amount previously paid toward Long Term Disability premiums shall be paid to the employee as part of his education certificate as he may be entitled to under Article Three, Section II, B., less any employer cost.

H. Optical

Effective January 1, 1984 the City shall provide a pre-paid vision care program.

I. Options Fund

1. Effective January 1, 2004, the City shall provide active unit employees with an Options Fund. Active unit employees may elect to receive payment from the fund for one of the following choices:

- a. Receive one half of the savings realized by the City from the employee's refusal of coverage, for the least expensive City sponsored group benefit plan; or
 - b. Receive one half of the savings realized by the City from the employee's refusal of coverage, for the least expensive City sponsored group benefit plan as a deferred compensation contribution.
2. Effective January 1, 2004, the City shall pay the premiums for the City sponsored group benefit plans up to a maximum of \$895.96 per month, after a new unit employee has paid the total of his/her first month's premium. During the term of this agreement, should the premiums for the City sponsored group benefit plans be increased, the City shall increase its contribution to the options fund in an amount equal to the premium increases.
 3. Active unit employees shall receive the options fund payment or contribution only after completion of the necessary documents in the Personnel Department.

J. Holidays

1. Holidays Recognized

All Police Management employees are eligible for the following fourteen holidays:

New Year's Day
Martin Luther King, Jr.'s birthday (third Monday in January)
Washington's Birthday (third Monday in February)
Caesar Chavez Birthday (March 31st)
Good Friday
Memorial Day (last Monday in May)
Independence Day
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day
Day following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

2. Friday Holiday

Friday is a holiday when regular holiday falls on Saturday.

3. Monday Holiday

Monday is a holiday when regular holiday falls on Sunday.

4. Two Consecutive Holidays Policy

- a. In instances of two consecutive holidays where the first day of the regular holiday is Friday and the second day of the regular holiday is Saturday, employees shall receive holiday time off on either the preceding Thursday or the following Monday.
- b. In instances of two consecutive holidays where the first day of the regular holiday is Sunday and the second day of the regular holiday is Monday, employees shall receive holiday time off on either the preceding Friday or the following Tuesday.
- c. In instances of two consecutive holidays falling on Saturday and Sunday, one-half of the employees shall observe the holiday on the preceding Friday and one-half of the employees shall observe the holiday on the following Tuesday. Employees shall observe Monday as a holiday.
- d. The scheduling of holiday time shall be the obligation and responsibility of the employee's supervisor in accordance with the operational needs of the department and the City and the desires or needs of the employees.
- e. Written notice of holiday scheduling shall be posted thirty days in advance of the first applicable day off. Scheduling may be modified in cases of emergencies or unforeseen staffing needs.
- f. This policy shall not be applicable to Thanksgiving holidays.

K. Vacation

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. 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.
3. The City agrees to pay for all accumulated vacation leave to employees who terminate.
4. Annual vacation, which is not used in any one year, may be accumulated for use in succeeding years.
5. Employees may accrue vacation time on an unlimited basis.
6. Every effort must be made by both employee and department head to schedule reasonable times for earned vacation to be taken annually.
7. Vacation hours accumulated in excess of 240 hours are

redeemable at base salary for up to a maximum of eighty hours once in any 12-month period. Before second occurrence, the employee must have taken a minimum of eighty hours vacation time. This provision shall be effective for Police Management as of July 1, 1978.

8. Police Management vacation accrual schedule is as follows:

Years Of Service	80 hour Accrual Rate Per Pay Period	Vacation Hours Available
1	10	0
2	12	80
3	14	96
4	16	112
5	16	128
6	16	128
7	16	128
8	16	128
9	18	128
10	18	144
11	18	144
12	18	144
13	18	144
14	18	144
15	20	144
16	20	160
17	22	160
18	22	176
19	22	176

I. Sick Leave

1. All full time Police Management employees shall earn sick leave at the rate of one day (eight hours) per month.
2. At retirement, death, or termination after ten years service, fifty percent of accumulated sick leave will be paid off at the employee's base rate (exclusive of retention incentive, deferred compensation, or any other bonus or assignment differential).
3. Employees who are 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 request upon return to work from sick leave.
4. 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:

20% of the value in excess of 30 days at 5 years;
 25% of the value in excess of 30 days at 6 years;

- 30% of the value in excess of 30 days at 7 years;
- 35% of the value in excess of 30 days at 8 years;
- 40% of the value in excess of 30 days at 9 years;
- 50% of the value in excess of 30 days at 10 years or more.

M. Compensatory Time

Effective May 22, 2000, all Police Management employees shall be granted 60 hours compensatory time off benefits per fiscal year. This benefit shall be granted as time off at the discretion of the Police Chief.

N. Bereavement Leave

1. All full time Police Management employees may have up to twenty-four hours 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. Only sixteen working hours of sick leave can be used for funeral time per occurrence, and not more than thirty-two working hours of sick leave for bereavement travel may be used in any one fiscal year.

O. Maternity Leave

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

P. Jury Duty

1. Full pay for jury duty will be limited to thirty calendar

days in any one calendar year. The employee must give the City any fees received as a juror, excluding mileage fees, in exchange for their regular paycheck.

2. This time may be extended should a formal request be submitted to the Employee Relations/Personnel Director by the Jury Commissioner.

Q. Education Reimbursement

1. The City shall provide reimbursement for up to sixteen semester or twenty-four quarter units for educational development per fiscal year.
2. Payable expenses include 100 percent coverage for tuition and books for courses taken at public institutions and 80 percent for courses taken at private institutions.

R. Biennial Physical Examination - With Stress Testing

1. The City will provide a biennial physical examination, including stress testing, for all Police Management employees. Employees will be contacted by the Personnel Department regarding their intent to utilize the City's medical services.
2. Police Management employees who have undergone physical testing with abnormal or questionable results will be provided an annual physical examination upon written request from the employee.
3. Employees wishing to obtain their own physical examination may present the Personnel Department with a bill from their own physician for such service. The City will pay up to the required medical standards for management physicals set forth in the City's medical contract, which is currently \$150. Such service must be performed and billed between January and March of the calendar year.
4. In lieu of a biennial physical examination, Police Management employees may be eligible to receive a "body-scan." Each eligible employee may substitute at least one "body-scan" for one physical examination within a four-year period; a "body-scan" is limited to one every other biennial physical.

S. Travel To Conferences

1. Police Management employees who travel at their own expense to conferences for the purpose of professional growth and development may be granted, by the Police Chief, reasonable time for such trips. This time is not to be charged to their vacation or compensatory time.
2. The City will, at the discretion of the Police Chief, pay conference registration fees for Police Management employees up to \$100 in any one fiscal year.

T. Parking

Police Management employees will be provided free parking privileges in the City's parking facilities.

U. Library Privilege

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

V. Replacing or Repairing Property of Employees

1. Policy and Procedures

The City shall provide for the payment of the costs of replacing or repairing property or prostheses of an employee (which are eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee) when any such items are lost or damaged in the line of duty without fault or neglect of the employee. If the items are damaged beyond repair, the actual value of such items will be paid within the specifications of this policy. Proof of ownership of such items must be shown in writing or by other reasonable evidence by the employee to the City, and the loss or damage to the items occurring while in the line of assigned duty must be verified by the employee's immediate supervisor.

2. Reimbursement Schedule

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

<u>TIME NOTED</u>	<u>PERCENT OF REIMBURSEMENT</u>
0- 6 months	100% of present list price
6-18 months	75% of present list price
18-36 months	60% of present list price
36-48 months	50% of present list price
48 months or more	25% of present list price

3. Maximum on Watches

The maximum reimbursement for lost or damaged watches shall not exceed \$100.

W. Physical Fitness Program

1. The City and IPMA agree to institute a program designed to promote the overall physical fitness of Police Management. The objectives of this program include:

- a. Determining the level of health and fitness of each participant;
- b. Providing training in health, nutrition, and physical

fitness;

- c. Improving overall fitness and health level of the organization.
2. The object of this program is to raise the fitness level of the employees in the unit. To accomplish this goal, the City agrees to provide the following:
 - a. A physical examination to provide a screening device and determine participants' existing fitness level.
 - b. Provide training for management employees to administer the testing procedure.
 - c. Compensate successful program participants as prescribed in the achievement incentives section.
 - d. Provide time for on-duty testing.

3. Program

The City and IPMA agree to utilize an aerobic fitness program to accomplish the stated objectives. An exercise "prescription" from the physical examination and trained management employees will provide the participant with a program to follow.

The parties are considering using the program designed by the Cooper Institute of Aerobic Fitness, but have not reached final agreement concerning the content of the fitness program.

4. Achievement Incentives

The City agrees to provide a reward for successful program participants. This reward will be based on individual performance testing. Utilizing the Cooper Institute's fitness scale, the following achievement categories will be rewarded accordingly:

Excellent - 6 hours compensatory time per quarter
Good - 4 hours compensatory time per quarter
Average - 3 hours compensatory time per quarter

Compensatory time off earned under the physical fitness program shall be taken as time off only.

5. The parties understand, acknowledge, and agree that participation in the physical fitness program is on a voluntary basis. Employees participating in the physical fitness program will, as a condition of participation, execute an acknowledgement that:
 - a. Their participation in the physical fitness program is voluntary; and

- b. Injuries occurring as a result of off-duty fitness activities in which an officer is engaged shall not be deemed an injury arising out of employment.
6. The fitness scale and fitness standards mentioned herein shall comply with all relevant laws pertaining to discrimination in employment. The IPMA agrees to indemnify and hold the City harmless from any claims of employment discrimination arising from the negotiation, administration or implementation of the physical fitness program.
7. The IPMA and the Chief of Police shall meet and jointly agree to applicable fitness standards on or before September 1, 1988.

X. Personal Leave

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.
4. 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.
5. Subject to provisions described above, one (1) ten hour personal leave day shall be credited to each Police Management employee, effective January 1, 2003 and January 1, 2004. Subsequent leave days shall be credited on January 1 of each year.
6. The personal leave day credited shall be available for use only up to and including December 31 of each year. If not used, it shall be lost without payment of any compensation.
7. 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.

ARTICLE FIVE

GENERAL PROVISIONS

SECTION I - LIEUTENANT AND SERGEANT SCHEDULING

Effective October 1, 1999, all unit members classified as Police Lieutenants and Police Sergeants shall be regularly scheduled to work a 4/10 work schedule.

SECTION II - ALTERNATIVE WORK SCHEDULE

The City agrees to address the implementation of a "9/80" schedule for those Police Management employees now on a regular "5/40" schedule subject to the following terms, conditions and limitations:

1. The Police Chief or designee shall establish evaluation criteria to measure the effect of scheduling alternatives on levels and quality of services, based on total staffing costs not exceeding current levels. The term staffing costs includes, but is not limited to total salary, compensation, leave accrual and usage rates and all other benefit costs. In the event the Police Chief designates an outside consultant with expertise in the area of law enforcement schedules, the cost of such consultant shall be shared equally between the City and the Association.
2. After establishment of evaluation criteria by the Police Chief, and implementation of an alternative schedule on a trial basis, there shall be quarterly evaluations of operations under the alternative schedule by the Police Chief or designee.
3. The alternative schedule shall terminate twelve months after implementation, with the Police Chief to determine whether there should be an extension, and the form of the extension of any such alternative schedule.
4. The City agrees to meet and confer during the term of this agreement for purposes of determining an alternative work schedule for patrol and non-patrol areas of assignment. The City and IPMA agree that the alternative work schedule, if any, shall be coordinated with Police Officer's alternative work schedules.

SECTION III - PATROL SHIFT ASSIGNMENT

The practice regarding the scheduling of patrol shift assignments and days off, effective September 19, 2001, will be continued by the Department. If the Chief of Police desires to make a change in such practice, the Chief will first notify the Association and

upon request, meet with the Association regarding the proposed change.

SECTION IV - AMERICANS WITH DISABILITIES ACT

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

SECTION V - FAMILY AND MEDICAL CARE LEAVE POLICY

- A. To the extent not already provided for under current leave policies and provisions, the City will provide family and medical care leave for eligible employees as required by State and Federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations, which are not specifically set forth below, are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California Family Rights Act ("CFRA")(Government Code § 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.
- B. An employee is eligible for leave if he/she has been employed for at least 12 months and has worked at least 1250 hours during the 12 month period immediately preceding the commencement of leave.
- C. Eligible employees are entitled to a total of 12 work weeks of leave during any 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 12 months after the birth or placement.
- D. 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.

SECTION VI - EMPLOYMENT OF RELATIVES

- A. 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 who are working for the City prior to the effective date of this Policy under circumstances which would violate the provisions of paragraph 1 above, will not have their employment circumstances modified on account of this policy provided these circumstances do not, in the judgment of the City, create a problem of supervision, morale, safety or security. Should one of these employees become separated from employment by the City and later reapply, he/she will not be eligible for rehire in circumstances, which would create a violation of paragraph 1 of this Policy.
- C. Employees of the City who become relatives after the effective date of this policy and work in circumstances, which violate the provisions of paragraph 1 above, will be subject to this Regulation. In such circumstances, the City will make reasonable efforts to reassign job duties so as to minimize problems of supervision, safety, security or morale.

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.

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

SECTION VII - PROMOTIONS

Upon the completion of the scheduled October 2001 recruitment and selection process for the Police Lieutenant classification, the minimum requirements will be changed to include a Bachelor's Degree; the effective date of this change will be contingent upon the expiration of the above referenced eligible list.

SECTION VIII - TERM OF THIS AGREEMENT

This agreement shall remain in full force and effect through October 08, 2004.

SECTION IX - RATIFICATION AND EXECUTION

The City and IPMA acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by IPMA 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 IPMA, and entered into this 25th day of November 2003.

INGLEWOOD POLICE MANAGEMENT ASSN.

CITY OF INGLEWOOD

Sarah Martoccia, Attorney for
Inglewood Police Management
Assn.

Bruce Barsook, Attorney for
City of Inglewood

Damian Stafford, President,
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