

CITY OF INGLEWOOD

Human Resources Department



MEMORANDUM OF UNDERSTANDING

Between

City of Inglewood

and

Inglewood Police Management Association (IPMA)

JANUARY 1, 2010 through DECEMBER 31, 2012

THREE-YEAR AGREEMENT

With Option by IPMA to Extend Agreement One More Year through December 31, 2013

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ARTICLE ONE—MEMORANDUM OF UNDERSTANDING

SECTION I - RECOGNITION CLAUSE

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

SECTION II - DUES DEDUCTIONS

A. City Deduct Dues

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.

B. Remit Dues to IPMA

The City shall remit such funds to IPMA within thirty (30) calendar days or sooner when practicable following the deductions.

C. 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 III – TIME OFF FOR MEETING AND CONFERRING

A. Release Time Off

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 parties.
2. 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).
3. In no event shall the number of committee-persons exceed five (5).

B. Full Pay Defined

1. Full pay, as used above, shall mean the employee's current base salary, benefits, and any assigned bonus.

2. 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.

C. IPMA Provide List of Employer – Employee Relations Team

1. The IPMA shall provide the Police Chief and the Human Resources Director with a written list of up to five (5) individuals who will serve as the IPMA employer-employee relations' team for the purpose of the meeting and conferring process.
2. Such list shall be provided at least two (2) calendar weeks prior to the date set for meeting and conferring.
3. 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 IV – TIME OFF FOR GRIEVANCE PROCESSING

A. Release Time for Grievance Representation

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.
2. The Police Chief shall not unreasonably withhold approval of time off without cause.
3. The IPMA representative, as a full-time sworn management peace officer of the Police Department, shall conduct his/her Association activities in such a manner as to minimize his/her time away from regular police department duties.

B. Provide Names of IPMA Representatives for Grievances

1. Upon execution of this Memorandum of Understanding the IPMA shall notify the Police Chief and the Human Resources Director of the name or names of individuals who are initially authorized by the IPMA to adjust and/or process grievances.
2. If there is any change in persons designated to process and/or adjust grievances the IPMA shall immediately notify the Police Chief and the Human Resources Director in writing of such changes.

C. IPMA Representation Responsibilities

1. In the performance of his/her 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/her duties so as to minimize other employees' lost work time as a result of the processing or adjusting of grievances by the IPMA representative.
2. IPMA representative will notify his/her immediate management supervisor upon his return to his/her job site so that the time spent on such Association business can be documented and submitted to the Police Chief.

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

D. Permission to Leave Job Site

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 V - TIME OFF FOR ASSOCIATION BOARD MEETINGS

A. Not to Exceed Five Hundred (500) Hours

The City shall grant IPMA board members time off not to exceed a total of five hundred (500) hours collectively for all members of the board.

B. IPMA President's Hours for Association Business

1. 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.
2. The twenty-five (25) days shall not count in computing the five hundred (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. Improve Employer – Employee Relations

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. Settled As Informally As Possible

To provide that grievances shall be heard and settled as informally as possible.

C. Settled As Promptly As Possible

To enable grievances to be settled as promptly and as nearly as possible to the point of origin.

D. Consideration on Questions and Disputes

To afford employees individually, or through qualified representation, a systematic means of obtaining considerations on questions and disputes.

SECTION II - CONDUCT OF GRIEVANCE PROCEDURES

A. Request Assistance

An employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review; or may be represented by a recognized employee organization, or may represent himself/herself.

B. Reasonable Amount of Work Time

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. Retroactivity

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. Time Limits

The time limits specified may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

E. Free From Reprisal

Employees shall be free from reprisal for using the grievance procedure.

SECTION III – MATTERS SUBJECT TO GRIEVANCE PROCEDURE

A. Grievances Defined

1. 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.
2. In addition, full-time employees having probationary or permanent status may process a personal grievance on one (1) or more than one of the following grounds:
 - a. Improper application of rules, regulations, and procedures.
 - b. Unfair treatment, including coercion, restraint, or reprisal.
 - c. Reduction in force action – layoffs.
 - d. Promotion procedures implemented unfairly.
 - e. Classification of position.
 - f. Non-selection for training opportunities.
 - g. Discrimination because of race, religion, color, creed, or national origin.
 - h. Any matter personally affecting an employee’s such as:

Working Schedule	Performance Rating
Fringe Benefits	Retirement
Holidays	Change in Classification
Vacation	Change in Salary
Sick Leave	
3. Appeals of disciplinary action as defined in California Government Code Section 3303.

B. Probationary Employees

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 unit employee whose grievance involves the appeal of a disciplinary action that has already been sustained by the Police Chief following a pre-disciplinary (i.e., *Skelly*) hearing shall proceed directly to Step Five – Advisory Arbitration, by filing an appeal within ten calendar days of receiving the Notice of

Disciplinary Action with the Director of Human Resources. If the disciplinary action consists of a dismissal, demotion, punitive reduction in pay, or suspension without pay equal to more than thirty (30) hours of straight time pay, the unit employee may, in lieu of proceeding through the process in this Article, elect to proceed under the arbitration process set forth in Appendix Four of this MOU by so notifying the Director of Human Resources in the notice of appeal. All other grievances, including disciplinary actions not enumerated above and disciplinary actions less than thirty (30) hours would proceed through the process in this Article.

A. Step One – Informal Process

1. An employee must attempt first to resolve a grievance through a discussion with his/her immediate supervisor without undue delay on an informal basis.
2. Every effort shall be made to find an acceptable solution by these informal means at the most immediate level of supervision.
3. In order that this informal procedure may be responsive, all parties involved shall expedite this process.
4. 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.

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 management 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.

C. Step Three – Formal Process – Commanding Officer

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) calendar days from the presentation of the written grievance, the grievant may within seven (7) calendar days present the grievance in writing to his/her Commanding Officer.
2. The Commanding Officer shall discuss the grievance with the grievant, render a decision and comment in writing, and return them to the grievant within seven (7) calendar 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 within seven (7) calendar days from the presentation of the written grievance, the grievant may, within the next seven (7) days, present the grievance in writing to the Police Chief.
2. Failure of the grievant to take this action will constitute termination of the grievance.

3. 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 (7) calendar days after receiving the grievance.

E. Step Five – Formal Process - Advisory Arbitration

1. 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 appeal the matter to advisory arbitration by presenting the grievance in writing to the Human Resources Director for processing within ten (10) calendar days.
2. Failure of the grievant to take this action will constitute a waiver and bar to the grievance.
3. Advisory arbitration shall be limited to appeals of disciplinary action. All other grievances shall bypass Step Five of the grievance procedures and advance to Step Six (City Administrator).
4. A grievant who chooses advisory 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.
5.
 - a. The Human Resources Director shall request a list of nine (9) arbitrators from the American Arbitration Association or the State Mediation and Conciliation Service.
 - b. If a mutual agreement cannot be reached at a meeting of the two parties as to selection of an arbitrator, then each party shall strike off a name from the list on an alternating basis until one (1) 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 party to the other each time advisory arbitration is invoked by the same parties.
 - e. The appointment of an arbitrator shall be on a case-by-case basis.
6.
 - 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 and Understanding as well as the Civil Service Rules and departmental rules and regulations in determining the validity of the discharge, demotion or suspension without pay and shall not have the authority to recommend any additions or subtractions from the MOU or any provisions of the Civil Service Rules and Regulations or departmental rules, regulations, or procedures.
 - d. Moreover, the arbitrator shall be limited to ascertaining whether or not the department proved each charge by preponderance of the evidence, and as to those sustained charges what discipline is appropriate.

- e. 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.
- 7. a. Employees called as witnesses shall be scheduled to be released from duty to testify at the hearings without loss of compensation.
 - b. 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 unreasonably disrupted.
 - c. The parties must exchange at least five (5) working days prior to the scheduled arbitration hearing date a list of anticipated witnesses and the 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 and the opposing party, 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 unreasonable interference with the normal operations and efficiency of the Police Department.
- 8. The findings of fact and the recommendations of the Arbitrator shall be transmitted to the involved parties and the City Administrator.
- 9. a. The Arbitrator's fees and any mutually agreed upon expenses shall be borne one-half ($\frac{1}{2}$) by the City and one-half ($\frac{1}{2}$) by the grieving employee.
 - b. Calling of witnesses by either party shall be done with a reasonable amount of restraint.

F. Step Six – Final Process

- 1. Upon being provided the decision following advisory arbitration, The City administrator may elect the method he/she considers appropriate for the study of the issues and render a decision to the parties within thirty (30) calendar days.
- 2. The decision of the City Administrator 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 effective July 1, 2009

The following is the Salary Schedule effective July 1, 2009, through the term of this MOU:

<u>CLASS CODE</u>	<u>TITLE</u>	<u>MONTHLY SALARY RANGE*</u>	
		<u>MINIMUM</u>	<u>MAXIMUM</u>
698	DEPUTY POLICE CHIEF	376.5	379.5
		\$11,954	\$12,317
665	POLICE CAPTAIN	359	371.5
		\$10,044	\$11,374
666	POLICE LIEUTENANT	341.5	354
		\$8,439	\$9,556
699	POLICE SERGEANT	321.5	336.5
		\$6,916	\$8,029

*Salaries rounded to the nearest dollar amount

C. Salary Compaction

1. The pay range differential between Special Assignment Police Officer and bottom step Sergeant shall not be less than ten percent (10%).
2. The pay range for Sergeant shall include three (3) merit pay steps of approximately five percent (5%) increases each.
3. The pay range differential between top-step Sergeant and bottom-step Lieutenant shall not be less than five percent (5%).
4. The Lieutenant Pay range shall include two merit pay steps of approximately five percent (5%) each and one merit pay step of approximately two and one-half percent (2.5%).
5. The pay range differential between the top-step Lieutenant and bottom-step Captain shall not be less than five percent (5%).

SECTION II – EMPLOYEE WORK FURLOUGH PROGRAM**A. Effective Date**

1. Effective the full pay period which starts January 7, 2011, the Employee Work Furlough Program is implemented for each unit employee.
2. The specifics of the Furlough Program are set forth in Appendix Two of this Agreement.

B. No Cash-Out of Vacation or Sick Leave Time

During the term of the Employee Work Furlough Program, no unit employee may cash-out any accumulated vacation or sick leave hours except upon termination of employment from the City or for documented emergencies as set forth in Appendix Three of this Agreement.

SECTION III – 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 a 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. The City will pay each designated employee twenty five dollars (\$25) per pay period for the duration of the assignment.

B. POST Certificate Incentive

1. An employee shall receive POST education incentive pay as of the date the employee's certificate is validated by POST.
2. Employees promoted or assigned to higher positions shall be placed at the appropriate pay step in the salary range that is at least five percent (5%) higher than their current salary EXCLUSIVE of POST bonus pay.
3. Intermediate POST Certificate pay shall be seven and one-half percent (7½%) above the employee's base salary.
4. The bonus for the Advanced and/or Management POST Certificate shall be twelve and one-half percent (12½%) above the employee's base pay.
5. Police Management employees who possess a POST Supervisory Certificate and three (3) or more years of supervisory experience at the rank of Sergeant or above shall be paid seventeen and one-half percent (17½%) above the employee's base pay.
6. An employee shall be paid only for the highest level of certificate for which he or she qualifies.

C. Overtime

1. No Police Management employee will be paid overtime hours unless approved in advance by the Police chief or designee.
2. a. 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 receive premium overtime compensation equal to one and one-half (1½) 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.
 - b. "Event driven" means major disasters, riots, major investigations, tactical situations or any other similar activity designated by the Chief of Police.
3. a. Effective January 7, 2011, through the pay period containing December 31, 2012, or in the event the agreement is extended through December 31, 2013, all Police Lieutenants shall be prohibited from being paid for any non-reimbursement overtime through the term of this agreement.
 - b. Non-reimbursed overtime is defined as any overtime, which is charged to the City's General Fund and not reimbursable from any outside source.
 - c. Police Lieutenants shall continue to be eligible to receive overtime for which the City is reimbursed from an outside source.
4. a. Employees may accumulate compensatory time off up to a maximum of one hundred and twenty (120) hours. Upon attaining that maximum level, all overtime compensation shall be provided in cash.
 - b. On September 30th of each calendar year, any such compensatory time off credited to an employee that is in excess of sixty (60) hours shall be paid in cash to the employee at his or her current regular rate of pay.
 - c. This compensatory time off bank shall be separate from and in addition to the sixty (60) hours of annual Administrative time off hours awarded under Article Five, Section IV.

D. Standby Pay

Eligible employees designated by the Chief of Police, who are assigned to "standby" for homicides or officer-involved shootings, will only be compensated at a rate of nine (9) hours of compensatory time off (CTO), for each week assigned to standby. Employees will accrue one (1) hour of CTO for each weekday and two (2) hours of CTO off for each Saturday or Sunday in which they are on "standby."

E. Longevity Pay Program

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

1. Upon completion of five (5) years of full-time service with the City – three percent (3%)
2. Upon completion of ten (10) years of full-time service with the City – six percent (6%)
3. Upon completion of fifteen (15) years of full-time service with the City – nine percent (9%)
4. Upon completion of twenty (20) years of full-time service with the City – twelve percent (12%)
5. Upon completion of twenty five (25) years of full-time service with the City – fifteen percent (15%)

F. Uniform Allowance

Effective the first pay period in October of each year, all Police Management employees shall receive an annual uniform allowance of one thousand fifty dollars (\$1,050) per year.

G. Voluntary Deferred Compensation

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

H. Lateral Hire Incentive Program

All police 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:

1. a. Service credit for their years of active employment as a police officer on a full-year for full-year basis for up to ten (10) years.
b. These years of service in another agency or agencies will be considered for calculating longevity pay, vacation accrual, and sick leave accrual.
2. 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 would accrue in a twelve (12) month period based on the years of total service credit calculated according to the current leave accrual schedules. 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 Step, upon successful completion of probation.
3. Additionally, upon successful completion of probation, lateral hires shall receive a one-time credit of forty (40) hours of compensatory time.

I. Educational Incentive

1. Each October (same pay period as uniform allowances are paid) thereafter, each member possessing a Master's or Doctorate Degree will be compensated one thousand dollars (\$1000) per year.

2. Employees who obtain a Master's or Doctorate Degree after October 1st, in any calendar year, shall be paid a pro-rated amount.

SECTION IV - 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 employee's contribute nine percent (9%) of their salary. The contribution rate for the employees is governed by State legislation.
- D. The City shall pay nine percent (9%) of the employee's PERS contribution on behalf of each Police Management employee.
- 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 (5%) increase for employees retired prior to January 1971, as specified in Government Code, Section 21222.1.
- I. The City shall provide 1959 survivor benefits as specified in Government Code, Sections 21380-21387 and 21390.
- J. The City shall report the nine percent (9%) contribution as additional compensation as provided in Government Code, Section 20023.
- K. The City shall provide the three percent (3%) @ 50 Full Formula in accordance with Government Code, Section 21362.2 for all unit employees hired prior to January 7, 2011.
- L. The City shall provide for all unit employees hired by the City from outside the City organization on or after January 7, 2011, three percent (3%) @ 55 PERS formula in accordance with Government Code Section 21363.1.

SECTION V - MERIT PAY PLAN

A. Appointment and Probationary Status

1. a. 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 (5%) increase over their former base salary.
- b. If the pay provided for at such step is not five percent (5%) 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 (5%) differential.

- c. 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/she 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 one (1) year.
3. Upon satisfactory completion of the probationary period a five percent (5%) salary increase will be granted.
4. An employee's probationary status may be extended by the appointing authority for a six (6) 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 Number 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 (1%) increments at any time during the fiscal year on the recommendation of the employee's supervisor and the approval of the Police Chief.
 - b.
 - 1) Merit increases are not granted automatically at specific intervals, but at the discretion of the department head based on employee performance.
 - 2) Five percent (5%) per year is considered a normal advancement through the salary range for employees whose job performance is rated satisfactory by their supervisor.
 - 3) 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.
 - a. The Police Chief shall evaluate each Police Management employee at least once annually.
 - b. 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

1. The City Manager must give written approval for reducing pay or approving a reduction in an employee's compensation in one percent (1%) increments to not lower than Step B, but not without consultation with the department head and affected employee.
2. All such reduction actions shall be subject to the City's grievance procedure.

E. Administration of Merit Pay Plan

1. The Human Resources 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.
2. Requests for further information and clarification of the merit pay plan should be directed to the Human Resources Department.

F. Base Salary

Base salary is defined as the assigned salary range to any classification, exclusive of longevity pay, 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 (5%) above the base salary of any employee in a lower job classification whom they supervise.

SECTION VI - ACTING APPOINTMENTS

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. Authority for Appointments

The appointing authority for acting appointments will be the City Administrator 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 (90) days without special approval of the City Administrator.

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 (5%) above the salary of the employee's permanent position.

6. Benefit Accrual

- a. While working in an acting capacity, employees will continue to accrue and have recorded general, special, or normal salary step increases in the employee's permanent position.
- b. However, such salary increases will be paid only to maintain a minimum five percent (5%) 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 (10) percent (10%) 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.

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 below.

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 below.

SECTION II – FRINGE BENEFITS**A. Medical Insurance Plan – All Active Employees**

1. The City will make medical benefits available to all active eligible unit employees and retirees, as set forth in this Article.
2. 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.
3. Enrollment shall occur as provided in program requirements.
4. Any employee enrolled in the Aetna 90/60 as of January 1, 2009, shall be permitted to remain in such plan. Any employee not so enrolled shall not be permitted to select the Aetna 90/60 plan.
5. 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 Insurance Plan – Active Employees Hired Before July 1, 2007

1. a. The City shall pay the premiums for the City sponsored group medical benefit plans up to a maximum of the cost of the monthly premium for the 80/60 PPO family plan offered by the City.
- b. Unit employees electing coverage in a group medical insurance benefit plan with a monthly premium cost higher than the limits set forth above shall be responsible for paying the difference through payroll deduction.

C. Medical Insurance Plan – Active Employees Hired After July 1, 2007 and Before January 7, 2011

1. a. The City shall pay the premiums for the City sponsored group medical benefit plans up to a maximum of the cost of the most costly monthly premium for any of the family HMO plans offered by the City.
- b. Unit employees electing coverage in a group medical insurance benefit plan with a monthly premium cost higher than the limits set forth above shall be responsible for paying the difference through payroll deduction.

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

2. 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 upon number of dependents enrolled, if any) which was in effect on December 31, 2010.
3. 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.

D. Options Fund /Waiver of Medical Insurance Coverage

1. The City shall provide active unit employees with an Options Fund / Waiver of Medical Insurance Coverage. Active unit employees may elect to receive payment from the fund for one of the following choices:
 - a. Receive one half (½) of the savings realized by the City from the employee's refusal of medical insurance coverage, for the least expensive City sponsored group benefit plan; or
 - b. Receive one half (½) of the savings realized by the City from the employee's refusal of medical insurance coverage, for the least expensive City sponsored group benefit plan or receive it as a deferred compensation contribution.
2. Active unit employees shall receive the options fund payment only after completion of the necessary documents in the Human Resources Department.

E. Medical Insurance 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 must be made prior to the effective date of retirement.
2. **For Police Management employees that have retired from the City employment prior to January 1, 2008:**

The City agrees to pay fifty percent (50%) per month for all existing and future retired Police Management employees for medical benefit coverage with the City's medical plans.

- a. 1) **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 fifteen (15) consecutive years as full-time City employees, seventy five percent (75%) 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.

- 2) **For Police Management employees retiring after October 1, 1999 and prior to January 1, 2008**, the City agrees that employees in the unit who have twenty five (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 (500) hours or more may, in lieu of utilizing such five hundred (500) hours for purposes described in Section II, utilize such five hundred (500) hours to have the City pay one hundred percent (100%) of the medical premium for the retiring employee and one qualified dependent under one of the City plans for the lifetime of the retiring employee. As used in this Section II, the term "City service" may include up to a maximum of four (4) 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 above shall apply to any employee qualifying for medical premium coverage under this Section II.
- 3) **Effective August 13, 2001, the City agrees that Police Management employees retiring who have twenty (20) 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 and fifty (750) hours or more may 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 for the lifetime of the retiring employee. All other restrictions contained above shall apply to any employee qualifying for medical premium coverage under this Section II.
- 4) Police Management employees retiring, 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 dependents medical premium.
- 5) If the City should change health insurance carriers, the retired employee would continue to receive the fifty percent (50%) 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 seventy five (75%) percent premium payment by the City; if retirement occurred after July 6, 1987, and the employee elected to receive the one hundred percent (100%) premium payment by the City in accordance with the above paragraph, the employee would continue to receive this one hundred percent (100%) premium payment.

- 6) 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 herein, without taking into account any reduction in such medical premiums occasioned by the Medicare Coverage.
3. **For Police Management employees who have terminated from City employment on or after January 1, 2008, and were hired as a full-time employee prior to July 1, 2007:**
- a. The City agrees to pay for all future retired Police Management employees 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/retirement.
 - b. For employees enrolled in the City's 90/80 PPO medical plan at the time of termination/retirement, who elect to remain in the plan during retirement, the City shall contribute an equal amount to fifty percent (50%) of the plan. The employee 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 premiums.
 - c.
 - 1) **The City agrees to pay on behalf of Police Management employees who terminate City employment through PERS retirement with at least fifteen (15) consecutive years as full-time City employees**, seventy five percent (75%) of the required monthly premiums for Employee Plus One dependent coverage for the life of the employee under the City's 80/60 PPO medical plan, or any HMO plan 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.
 - 2) **For Police Management employees enrolled in the City's 90/80 PPO medical plan at the time of termination/retirement who elects to remain in the plan during retirement**, the City shall contribute an amount equal to seventy five percent (75%) of the required monthly premium for the City's 80/60 PPO medical plan. The employee 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 premiums.
 - 3) **The City agrees that Police Management employees in the unit who have twenty five (25) consecutive years or more of the City service and who terminate City employment through PERS retirement** with accumulated unused sick leave and/or vacation leave of five hundred (500) hours or more may, in lieu of utilizing such five hundred (500) hours for purposes described in Section II-B, utilize such five hundred (500) hours to have the City pay one hundred percent (100%) of the medical premium for the retiring employee and one qualified dependent under the City's 80/60 PPO medical plan, or any HMO plan in effect, for the lifetime of the retiring employee. As used in this Section II, the term "City service" may include up to a maximum of four (4) 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 Section II-B above shall apply to any employee qualifying for medical premium coverage under this Section II.

- 4) **For employees enrolled in the City's 90/80 PPO medical plan at the time of termination/retirement who elect to remain in the plan during retirement**, the City shall contribute an amount equal to the one hundred percent (100%) of the required monthly premium for the City's 80/60 PPO medical plan. The employee 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 premiums.
 - 5) **The City agrees that employees retiring in this unit who have twenty (20) 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 and fifty (750) hours or more may 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 the City's 80/60 PPO medical plan, or any HMO plan in effect, for the lifetime of the retiring employee. All other restrictions contained above shall apply to any employee qualifying for medical premium coverage under this Section II.
 - 6) **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 the City's 80/60 PPO medical plan, or any HMO plan in effect, 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.
- d. **If the City should change the health insurance carriers**, the retired employee would continue to receive the same percentage of the premium payment by the City towards the plan under the new carrier that most closely matches the plan they were enrolled in previously.
 - e. **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 Section II, without taking into account any reduction in such medical premiums occasioned by the Medicare coverage.
4. **For Police Management employees who have terminated from City employment on or after January 1, 2008, and were hired as a full-time employee on July 1, 2007 or after:**
 - a. The City agrees to pay for all future retired Police Management employees a contribution for medical benefits of up fifty percent (50%) of the required monthly premium for Employee-only coverage under the City's HMO plans in effect at the time of retirement in which the employee is enrolled at the time of the employee's termination/retirement.
 - b. For employees enrolled in a PPO medical plan at the time of termination/retirement who elect to remain in the plan during retirement, the City shall contribute an amount equal to fifty percent

(50%) of the required monthly premium for Employee-only coverage for the highest costing City HMO plan. 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 the City contribution.

- c. 1) **The City agrees to pay on behalf of employees who terminate City employment through PERS retirement** with at least fifteen (15) consecutive years as full-time City employees, seventy five percent (75%) of the required monthly premium for Employee Plus One dependent coverage for the life of the employee under the City's HMO plans 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.
- 2) **For employees enrolled in a PPO medical plan at the time of termination/retirement who elect to remain in the plan during retirement**, the City shall contribute an amount equal to seventy five percent (75%) of the required monthly premium for the highest costing City HMO plan. 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 the City contribution.
- 3) **The City agrees that employees in the unit who have twenty five (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 (500) hours or more may, in lieu of utilizing such five hundred (500) hours for purposes described in Section II, utilize such five hundred (500) hours to have the City pay one hundred percent (100%) of the medical premium for the retiring employee and one qualified dependent under the City's HMO plans in effect, for the lifetime of the retiring employee.
- 4) As used in this Section II, the term "City service" may include up to a maximum of four (4) years of military service credit, as provided by Government Code 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 above, shall apply to any employee qualifying for medical premium coverage under this Section II.
- 5) **For employees enrolled in a PPO medical plan at the time of termination/retirement who elect to remain in the plan during retirement**, the City shall contribute an amount equal to one hundred percent (100%) of the required monthly premium for the highest costing City HMO plan. 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 the City contribution.
- 6) **The City agrees that employees retiring in this unit who have twenty (20) 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 and fifty (750) hours or more may 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 the City's HMO plans in effect, for the lifetime of the retiring employee. All other restrictions contained above,

shall apply to any employee qualifying for medical premium coverage under this Section II.

- 7) **Employees retiring in this unit, who terminate City employment through PERS retirement** with one thousand (1000) hours of accumulated sick and/or vacation leave may utilize such one thousand (1000) hours to have the City pay one hundred percent (100%) of the medical premium for the retiring employee and one qualified dependent under the City’s HMO plans in effect, 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.
- d. **If the City should change health insurance carriers**, the retired employee would continue to receive the same percentage of the premium payment by the City towards the plan under the new carrier that most closely matches the plan they were enrolled in previously.
- e. **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 above, without taking into account any reduction in such medical premiums occasioned by the Medicare coverage.

F. Retiree Medical For Employees Hired On or After January 7, 2011

- 1. All unit employees hired on or after January 7, 2011, shall be under the following Retired Employee Medical Benefits Plan:

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

- 2. Continue 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 or family coverage.

G. 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 twenty five dollars (\$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 (6) months, and full mouth x-rays are covered at one hundred percent (100%).
4. Fillings, extractions, root canals, and certain other routine items are covered at one hundred percent (100%).
5. Prosthetic work is covered at sixty percent (60%).
6. The City shall provide orthodontic coverage; no deductible, one hundred percent (100%) up to \$2,000 per eligible dependent.

H. Life Insurance

1. The City pays the premiums for each Police Management employee for a term life policy equal to the employee's annual salary rounded off to the nearest five hundred dollars (\$500).
2. In the case of accidental death the benefit will equal two (2) times the amount provided.

I. Life Insurance for Retired or Terminated Employees

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

J. Accidental Death Benefit

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

K. Optical

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

L. Education Reimbursement

1. The City shall provide reimbursement for up to sixteen (16) semester or twenty four (24) quarter units for educational development per fiscal year.
2. Payable expenses include one hundred percent (100%) coverage for tuition and books for courses taken at public institutions and eighty percent (80%) for courses taken at private institutions.

M. 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 Human Resources 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 Human Resources 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 one hundred and fifty dollars (\$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 (4) year period; a "body-scan" is limited to one every other biennial physical.

N. 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 one hundred dollars (\$100) in any one fiscal year.

O. Parking

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

P. Library Privilege

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

Q. 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 one hundred dollars (\$100).

R. Physical Fitness Program

1. Improved Fitness

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. Program Objective

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

- a. 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.
- b. 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

- a. 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:
 - 1) Excellent--Six (6) hours compensatory time per quarter
 - 2) Good--Four (4) hours compensatory time per quarter
 - 3) Average--Three (3) hours compensatory time per quarter
- b. Administrative time off earned under the physical fitness program shall be taken as time off only.

5. Voluntary Participation

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. Fitness Scale and Standards

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. Setting Standards

The IPMA and the Chief of Police shall meet and jointly agree to applicable fitness standards.

S. Take-home Vehicles for All Police Lieutenants

In recognition of the fact that any Police Lieutenant may be called in due to emergencies, effective January 7, 2011, each Police Lieutenant shall be provided a City-owned vehicle to drive to and from work.

ARTICLE FIVE—LEAVES**SECTION I – HOLIDAYS****A. Holidays Recognized**

All Police Management employees are eligible for the following fourteen (14) holidays:

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

B. Holiday In-Lieu Pay

1. Unit employees shall receive one hundred and forty (140) hours of holiday in lieu pay in lieu of holiday time off each year.
2. Holiday In-Lieu Pay accrues at the rate of 10 hours for each holiday listed in this Article and is credited in the pay period in which the holiday occurs.
3. Upon written approval of the Police Chief, a unit member may be permitted to take off a holiday recognized by the City in lieu of receiving holiday pay.
4. Holiday requests will be granted on the basis of seniority.
5. Payment of holiday-in-lieu shall be made at the end of the first pay period in December of each year.
6. Holiday in lieu pay year starts with Christmas Eve of each calendar year and ends with the day after Thanksgiving.

SECTION II – 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 longevity pay, 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 (1) 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.

B. Vacation Cash-Out

1. Vacation hours accumulated in excess of two hundred and forty (240) hours are redeemable at base salary for up to a maximum of eighty (80) hours once in any 12-month period.
2. Before second occurrence, the employee must have taken a minimum of eighty (80) hours vacation time.
3. This cash-out provision shall be suspended until the end of the term of this agreement either December 31, 2012, or December 31, 2013, per the terms of this agreement, except as set forth in Appendix Three.

C. Vacation Accrual Schedule

Police Management vacation accrual schedule is as follows:

Years of Service	Vacation Days Earned	Vacation Hours Earned
1	10	80
2	12	96
3	14	112
4	16	128
5	16	128
6	16	128
7	16	128
8	16	128
9	18	144
10	18	144
11	18	144
12	18	144
13	18	144
14	18	144
15	20	160
16	20	160
17	22	176
18	22	176
19	22	176

D. Vacation Leave Accrual Rate Reduction

Effective January 7, 2011, through the payroll period containing December 31, 2012, and in the event the agreement is extended to December 31, 2013, each unit employee shall have their vacation accrual reduced by a total of thirty (30) hours per every twelve (12) months which is 1.153 hours per pay period.

Years of Service	Vacation Days Earned	Vacation Hours Earned	Adjusted Vacation Hours Earned	Hourly Accrual Rate Per Pay Period
1	10	80	50	1.923
2	12	96	66	2.538
3	14	112	82	3.154
4	16	128	98	3.769
5	16	128	98	3.769
6	16	128	98	3.769
7	16	128	98	3.769
8	16	128	98	3.769
9	18	144	114	4.385
10	18	144	114	4.385
11	18	144	114	4.385
12	18	144	114	4.385
13	18	144	114	4.385
14	18	144	114	4.385
15	20	160	130	5.000
16	20	160	130	5.000
17	22	176	146	5.615
18	22	176	146	5.615
19	22	176	146	5.615

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

All full time Police Management employees shall earn sick leave at the rate of one (1) day (eight hours) per month.

B. Cash-Out at Retirement/Termination or Death

At retirement, death, or termination after ten (10) years service, fifty percent (50%) of accumulated sick leave will be paid off at the employee's base rate (exclusive of longevity pay, deferred compensation, or any other bonus or assignment differential).

C. Serious Illness or Injury

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.

D. Sick Leave Cash-Out

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:
 - a. 20% of the value in excess of 30 days at 5 years;
 - b. 25% of the value in excess of 30 days at 6 years;
 - c. 30% of the value in excess of 30 days at 7 years;
 - d. 35% of the value in excess of 30 days at 8 years;
 - e. 40% of the value in excess of 30 days at 9 years;
 - f. 50% of the value in excess of 30 days at 10 years or more.
2. This sick leave cash-out provision shall be suspended until the end of term or this agreement, either December 31, 2012, or December 31, 2013 per the terms of this agreement, except as set forth in Appendix Three.

SECTION IV – ADMINISTRATIVE TIME

All Police Management employees shall be granted sixty (60) hours of administrative time off per fiscal year at the unit employee's regular rate of pay. This administrative leave shall be granted as time off at the discretion of the Police Chief.

SECTION V – OTHER LEAVES**A. Bereavement Leave**

1. All full time Police Management employees may have up to twenty four (24) 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 (16) working hours of sick leave can be used for funeral time per occurrence, and not more than thirty two (32) working hours of sick leave for bereavement travel may be used in any one fiscal year.

B. 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 (6) month maternity leave of absence during which time the City will continue its portion of medical, health, dental, and life insurance premiums for the employee.
 3. The employee has the option to use her accumulated sick leave before or after her maternity leave of absence.

C. Jury Duty

1. Full pay for jury duty will be limited to thirty (30) calendar days in any one (1) 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 Human Resources Director by the Jury Commissioner.

D. 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. Each Police Management employee shall be credited with two (2) ten hour personal leave days per calendar year.
6. The personal leave day credited shall be available for use only up to and including December 31st 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.

SECTION VI - FAMILY AND MEDICAL CARE LEAVE POLICY

A. Required By State and Federal Laws

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. 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.
3. An employee's entitlement to leave for birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

C. Request For Medical Leave

1. 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.
2. 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 - LIEUTENANT AND SERGEANT WORK SCHEDULE**

All unit employees who are not assigned to Patrol shall be regularly scheduled to work a 4/10 work schedule.

SECTION II – 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 IPMA and upon request, meet with IPMA regarding the proposed change.

SECTION III – AMERICANS WITH DISABILITIES ACT

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

SECTION IV - EMPLOYMENT OF RELATIVES**A. Purpose**

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. Violation 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 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 A, 1, 2, and 3 of this Policy.

C. Reasonable Effort To Reassign

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 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.

E. Relatives Defined

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. Advising Immediate Supervisors

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

SECTION V - LAYOFF AND RE-EMPLOYMENT POLICIES**A. Job Elimination Policy**

Any full-time employee with less than ten (10) years of service and satisfactory or above performance rating whose job is eliminated and employment terminated shall receive base compensation for one pay period and thirty three percent (33%) of unused sick leave as severance pay, and thirty (30) days' notice.

B. Layoff Procedure

The City Council or City Administrator may separate any class or position without cause because of financial need, reduction of work, or abandonment of activities, after giving a thirty (30) days advance notice of separation 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, probationary, 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 with the City of Inglewood, within the rank or class targeted for layoff, 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 promotion by the department head, in the case of entry level positions, their selection for full-time employment.

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 with the City of Inglewood, 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 employee's 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 to be 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 who are separated due to layoff, bump into a lower classification due to layoff or who accept an offer of reassignment in lieu of layoff 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 into the classification for which the re-employment list exists by the City and rejects such offer.

ARTICLE SEVEN—GENERAL PROVISIONS

SECTION I - TERM OF THIS AGREEMENT

A. Term of Agreement

Three (3) years – January 1, 2010 – December 31, 2012, with one (1) additional option to extend one (1) year through December 31, 2013.

B. Extension of MOU

IPMA shall have the right to exercise the option to extend the MOU for one (1) additional year (12 months), January 1, 2013, through December 31, 2013, by providing the City written notice to the City Administrator of its exercise of this provision on or before October 1, 2012.

C. If MOU is Extended

If the MOU is extended, the Employee Work Furlough Program as set forth in Appendix Three, restrictions on Police Lieutenant Overtime, and the reduction of thirty (30) hours of accrual vacation time per every twelve (12) months as set forth in this agreement, shall be extended through the payroll period containing December 1, 2013.

SECTION II – AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

Provisions of this MOU can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and IPMA and adopted by the City Council of the City of Inglewood.

SECTION III – RATIFICATION AND EXECUTION OF MOU

The City and IPMA acknowledge that the 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 and 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 **7th day of January, 2011**.

PARTNERS TO AGREEMENT


INGLEWOOD POLICE MANAGEMENT ASSOCIATION CITY OF INGLEWOOD



Robert M. Wekler, IPMA Chief Negotiator




Lt. Steve Overly, IPMA President



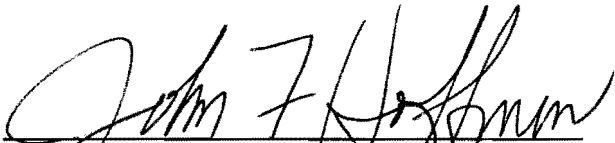
Lt. Marie DiBernardo, IPMA Representative



Lt. Mark C. Fried, IPMA Representative



Sgt. Robert Pessis, IPMA Representative



John F. Hoffman, City's Chief Negotiator




Michael D. Falkow, Deputy City Administrator



Jose Cortes, Accounting Manager



Leonca Cahoe, Sr. Human Resources Analyst

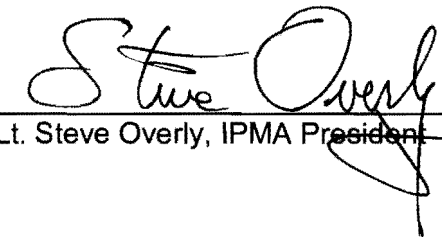


Jeandra LeBeauf, Human Resources Specialist

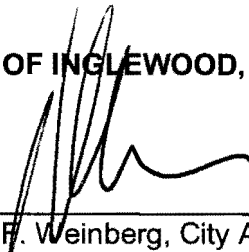
EXECUTION OF AGREEMENT

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

INGLEWOOD POLICE MANAGEMENT ASSOCIATION CITY OF INGLEWOOD, CALIFORNIA



Lt. Steve Overly, IPMA President



Mark F. Weinberg, City Administrator

APPENDIX ONE--RESOLUTION #7117

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

ARTICLE I GENERAL PROVISIONS

SECTION 1 – EMPLOYEE RELATIONS RESOLUTION OF THE CITY OF INGLEWOOD

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

SECTION 2 – STATEMENT OF PURPOSE

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

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

SECTION 3 – DEFINITIONS

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

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

CITY shall mean the City of Inglewood

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

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

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

DAY shall mean calendar day unless expressly stated otherwise.

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

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

EMPLOYEE RELATIONS OFFICER shall mean the City Administrator or his duly authorized representative. The City Administrator is authorized to delegate these employee-relations duties and responsibilities to his duly authorized representative.

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

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

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

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

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

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

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

SCOPE OF REPRESENTATION shall mean to include all matters relating to employment conditions and employer-employee relations including, but not limited to wages, hours, and other terms and conditions of employment; except, however, that the scope of representation shall not include

consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

ARTICLE II – REPRESENTATION PROCEEDINGS

SECTION 4 – FILING OF RECOGNITION PETITION BY EMPLOYEE ORGANIZATION

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

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

12. The petition, including all accompanying documents, shall be declared to be true, correct, and complete under penalty of perjury by the duly authorized officer(s) of the employee organization executing it.

SECTION 5 – CITY RESPONSES TO RECOGNITION PETITION

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

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

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition(s) for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the recognized employee organization of the employees in the same unit by

filing a petition(s) evidencing proof of employee support in the established appropriate unit of at least thirty (30%) percent and otherwise in the same form and manner as set forth in Section 4 of this Article II. The Employee Relations Officer shall within ten (10) days after expiration of time for filing challenging petition(s) comply with Sections 4 and 5 of this Article II.

SECTION 7 - ELECTION PROCEDURES

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

SECTION 8 - RECOGNITION

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

A recognized employee organization representing non-management employees of the City in an appropriate unit may not represent management employees on matters within the scope of representation; however, nothing contained herein shall prohibit any management employee from joining or participating in any employee organization which represents non-management employees for the purpose of academic, social, fraternal, or vocational development. Employee organizations which are recognized by the City to be the recognized representative of employee classifications specifically set forth in Memorandum of Understanding for fiscal year 1975-76 shall continue to be the recognized employee organization for these classifications after the adoption of this resolution, except that such employee organization shall be subject to the procedures for decertification of recognized employee organizations set forth in Section 9.

SECTION 9 - PROCEDURES FOR DECERTIFICATION

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

- F. If the final determination of the Employee Relations Officer remains unchanged, the employee organization may appeal such final determination in accordance with Section 11 of this Article II.
- G. If the determination of the Employee Relations Officer is in the affirmative, or if his negative final determination is reversed on appeal, he shall give written notice of such decertification petition and any accompanying recognition petition to unit employees.
- H. The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification; and, if an accompanying recognition petition was duly filed and in the event decertification of the incumbent recognized employee organization is voted, the wishes of unit employees as to the question of representation. Such election and the selection of the third party to conduct the election shall be conducted in conformance with Section 7 of his Article II.

SECTION 10 - POLICY & STANDARDS FOR DETERMINATION OF APPROPRIATE UNITS

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

SECTION 11 - APPEAL PROCEDURES

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

ARTICLE III - IMPASSE PROCEDURE

SECTION 12 - IMPASSE PROCEDURES

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

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

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

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

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

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

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

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

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

A. MEDIATION

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

B. FACT-FINDING

1. Conditions and Time Limits for Fact-finding

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

2. Selection of Fact finder

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

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

3. Qualifications of the Fact-finder

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

4. Standards to be used by the Fact-finder

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

5. Hearings and Proceedings before the Fact-finder

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

6. Rules for Hearing before the Fact-finder

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

7. Fact-finder's Confidential Report

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

8. Distribution of Report

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

9. Cost of Fact-finding

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

10. Written Record of Fact-finding Hearings

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

11. Fact-finder's Report Made Public

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

ARTICLE IV - ADMINISTRATION

SECTION 14 - SUBMISSION OF CURRENT INFORMATION

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

SECTION 15 - PAYROLL DEDUCTIONS ON BEHALF OF EMPLOYEE ORGANIZATIONS

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

SECTION 16 - EMPLOYEE ORGANIZATION ACTIVITIES USE OF CITY RESOURCES

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

SECTION 17 - ADMINISTRATIVE RULES AND PROCEDURES

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

ARTICLE V - MISCELLANEOUS PROVISIONS

SECTION 18 - CONSTRUCTION

This resolution shall be administered and construed as follows:

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

SECTION 19 - SEVERABILITY

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

SECTION 20 - ADOPTIONS

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

APPENDIX TWO—IPMA Employee Work Furlough Program

Sworn Police Management

A. Definition

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

B. Exempt Employees – Administrative, Executive or Professional Employees

1. Exempt Employees.
 - a. Exempt employees include all executive, administrative, or professional employees who are classified as exempt employees under provisions of the Fair Labor Standards Act (“FLSA”).
 - b. Exempt employees are salaried employees, and are paid a full salary for any week in which they perform work, without regard to the number of days or hours worked, unless meeting one of the exceptions of the FLSA. Exempt employees are not subject to the overtime provisions of the Fair Labor Standards Act.
2. Working Hours – Exempt Employees:
 - a. Special Provisions Applicable to Employees of Public Agencies, 29 CFR 541.5d (b), provides that normally exempt employees whose pay is reduced due to a budget-required furlough must be paid on an hourly basis during any workweek in which the furlough occurs and for which the employee’s pay is reduced.
 - b. Therefore, the City and IPMA desire that all employees have an equal reduction in furlough hours. During the period of this Employee Work Furlough Program, although the work period of each exempt employee would normally consist of forty (40) hours per week, exempt unit employees will not be required to work on the furlough days.
 - c. During a work week for which an exempt employee is made to take unpaid furlough time, such exempt employee is prohibited from working in excess of forty (40) hours, without the prior written consent and approval by the Police Chief.

C. Non-Exempt Employees

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

D. 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.

E. 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. In the event IPMA exercises its unilateral option to extend the term of the MOU through December 31, 2013, then effective during the period of January 4, 2013, through December 31, 2013, all unit employees shall be made to take one hundred and thirty (130) unpaid hours of furlough time.
4. Furlough in each of the periods specified in paragraphs 1 through 3 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 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 (67.5) 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.

F. 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.

G. 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.

H. Audit Furlough Leave Taken

1. Police Management shall periodically audit Furlough leave taken by employees.
2. If, by October 1st 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.

I. New Hires, Promoted, or Returning from Unpaid Leave

Employees hired or promoted into positions represented by IPMA 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. In addition, employee will be given credit for any furlough time taken while a member of IPOA.

Example: Employee is promoted to Sergeant on July 1. Employee is a sergeant for 6 months during the relevant 12-month period. Employee shall be made to take sixty-five (65) hours of furlough (6/12th of 130 hours).

J. 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.

K. 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 Employee 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 Employee Work Furlough Program, and probationary periods shall not be extended as a result of this Program being implemented.

L. No Reduction in Base Salaries/Earnings Reported to PERS

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

M. 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 Employee 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.

N. 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.

O. 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.

P. Use of Accumulated Leave Time Benefits

Until the Employee 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.

Q. 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.

R. 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 THREE—EMERGENCY VACATION/SICK LEAVE CASH-OUT POLICY**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:

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.

Qualifying Criteria

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

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

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.

Final Decision

The decision of the City Administrator on request is final.

APPENDIX FOUR—NEW ARBITRATION PROVISION

The following provisions are taken from the new IPOA MOU and are applicable to all IPMA unit employees who elect final arbitration regarding discharges, demotions, punitive disciplinary reductions of pay, or suspensions without pay of more than thirty (30) hours of straight time pay, not to exceed thirty (30) days (240 hours) unless this process is terminated pursuant to Section III, below.

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 ten (10) calendar days present the grievance in writing to the Human Resources Director for processing. Failure of the grievant to take this action will constitute a waiver and bar to the grievance.

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

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. 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.

G. 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

If the City Council elects to terminate the provisions of Appendix Four after December 31, 2012, all appeals of disciplinary action for misconduct that occurred after that date shall be governed by the procedures set forth in Article Two of this MOU.