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## ARTICLE ONE

### MEMORANDUM OF UNDERSTANDING

#### SECTION I - PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as 'MOU' or 'Agreement,' interchangeably) is made and entered into by and between the City of Inglewood, a municipal corporation (hereinafter referred to as 'City'), and the Inglewood Police Association, Inc. (herein referred to as 'IPA') pursuant to Government Code 3500, et seq.

#### SECTION II - RECOGNITION CLAUSE

The City recognizes the Inglewood Police Association (IPA) as the recognized representative organization listed in the Bi-Weekly Pay Plan for the rank of Police Officer. The recognition rights of the representative organization designated herein shall not be subject to challenge until during a 30 calendar day period running between 180 to 150 calendar days before the expiration of this Memorandum of Understanding.

#### SECTION III - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

##### A. Newly Hired Employees

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

##### B. Dues Deductions

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

##### C. Indemnification

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

##### D. Equality of Representation

1. Non-Interference by City

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

2. Association Representative Responsibilities

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

3. Non-Discrimination Provision

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

E. Time Off for Meeting and Confering

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 IPA that the City permit an IPA employer-employee relations committee to be granted leave from duty with full pay during scheduled working hours to participate in such meet and confer sessions as requested by the City. When an employee participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s). In no event shall the number of committeemen exceed five.
2. Full pay, as used above, shall mean the employee's current base salary, benefits, and any assigned bonus. Full pay shall not include any overtime or compensatory time when meet and confer session(s) are held at times which would if worked, constitute time worked for which employees would receive overtime and/or compensatory time off.

3. The IPA shall provide the Police Chief and the Personnel Director with a written list of up to five individuals who will serve as the IPA employer-employee relations team for the purpose of the meeting and conferring process.
4. Such list shall be provided at least two calendar weeks prior to the date set for meeting and conferring. Such requirement shall be waived by the City should the City request meet and confer session(s) at a time when it would be impractical for the IPA to meet such requirements.

F. Time Off for Grievance Processing

1. One of two representatives designated by the IPA shall be entitled to receive time off upon approval of the Police Chief for the purpose of processing and/or adjusting a grievance for the employees covered by this agreement. The Police Chief shall not unreasonably withhold approval of time off without cause.

The IPA representative, as a full-time sworn non-management peace officer of the Police Department, shall conduct his Association activities in such a manner as to minimize his time away from regular police department duties. The IPA shall be permitted to name an alternate representative to carry out the duties of its designated IPA representative in his absence.

2. Upon execution of this Memorandum of Understanding the IPA shall notify the Police Chief and the Personnel Director of the name or names of individuals who are initially authorized by the IPA to adjust and/or process grievances.
3. If there is any change in persons designated to process and/or adjust grievances the IPA shall immediately notify the Police Chief and the Personnel Director in writing of such changes.
4. In the performance of his duties the IPA representative who processes and/or adjusts grievances shall not unduly interfere with the work of other members of the Police Department or the normal operations of the Police Department but shall carry out his duties so as to minimize other employees' lost work time as a result of the processing or adjusting of grievances by the IPA representative.
5. Before entering a job site to present or adjust a grievance, the Officer must notify and receive permission to enter from the supervisor in charge of

the area or job site that he wishes to enter. The Officer shall work with the supervisor of the area to minimize other employees' loss of time or disruption to the work of other employees.

6. The IPA representative must notify his management supervisor before leaving his job site to process and/or adjust grievances. IPA representative will notify his immediate management supervisor upon his return to his job site so that the time spent on such Association business can be documented and submitted to the Police Chief. Documentation shall be limited to name of IPA representative, date and time spent, and general division of department in which grievant is assigned. Permission to leave the job site and approval of time off shall not, considering all circumstances such as emergencies, be arbitrarily withheld by the representative's immediate management supervisor or the Police Chief.

G. Time Off for Association Board Meetings

The City shall grant IPA board members time off not to exceed a total of 500 hours collectively for all members of the board. The president of the Association may take up to 25 working days off during any fiscal year for Association business and the Association shall reimburse the City for salary paid to the president for these days off. The 25 days shall not count in computing the 500 hours set forth above.

H. Office Space

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

I. Meeting Facilities

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

J. Bulletin Boards and Mail

1. The IPA shall have the use of bulletin boards wherever Police Department work sites exist, including a locked, glass-covered board, for the following purposes only:
  - a. Notices of meetings
  - b. Notices of elections and announcements of results
  - c. Notices of social events.

Any other matters to be placed upon a bulletin board must have prior approval from the Police Chief or his designee. The Union shall be given a key to the glass covered board.
2. The Union shall have the right to use the departmental inter-office mail for communications of any nature (which would not otherwise be prohibited by law) from the Union to the members. The Union may transmit reasonable amounts of written materials through the City's departmental inter-office mail system.

#### **SECTION IV - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

##### **A. Management Rights**

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

1. Determine Police Department policy, including the right to manage the affairs of the Police Department in all respects.
2. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain members of the Police Department.
3. Relieve members of the Police Department from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive, in accordance with Civil Service Rules and Regulations.
4. Determine standards and level of services to be rendered, operations to be performed, utilization of technology and equipment, means and methods of operation, and overall budgetary matters, including but not limited to the right to contract or sub-contract any work, services, or operations of the

Police Department.

5. Determine the appropriate job classifications, organizational structure, and personnel by which Police Departmental operations are conducted.
6. Determine the size and composition of the Police Department, assign members of the Police Department, and establish work schedules and assignments.
7. Determine the issues of public policy, and control the overall mission of the Police Department.
8. Maintain and improve the efficiency and effectiveness of the Police Department.
9. Take any necessary actions to carry out the mission of the Police Department in situations of emergency.
10. Establish performance standards for members of the Police Department, including but not limited to quality and quantity standards.
11. Take whatever other actions may be necessary to carry out the wishes of the City and public, and for police protection not otherwise specified above.
12. Establish and promulgate rules, regulations, policies, and procedures relating to productivity, efficiency, conduct, and safety; as well as the rules, regulations, policies, and procedures designed to comply with applicable judicial decisions and legislative enactments and to require compliance therewith.

B. Impact of Management Rights

Where required by law the City agrees prior to implementation to meet and confer with IPA over the impact of the exercise of a management right upon the wages, hours, and other terms and conditions of employment of its members unless the impact/consequences of the exercise of a management right upon IPA members are provided for in the Memorandum of Understanding, Civil Service Rules and Regulations, or departmental rules and regulations.

**SECTION V - NO STRIKE PROVISION**

A. Prohibited Conduct

1. IPA, its officers, agents, representatives, and/or members agree that during the term of this Memorandum of Understanding they will not call, engage in, or condone any strike, walkout, work stoppage, job

action, slowdown, sickout, blue flu, withholding of services, or other interferences with City operations; or honor any job action by any other employee of the City, or any other employers, by withholding or refusing to perform services.

2. Any employee who participates in any conduct prohibited in Paragraph 1 above shall be subject to termination by the City regardless of whether IPA carries out in good faith its responsibilities set forth below.
  
3. In addition to any judicial remedies available to the City against the IPA and its officers, agents, representatives, and/or members, or disciplinary action against IPA members, agents, and representatives employed by the City, the City may suspend any and all of the rights and privileges accorded IPA under any ordinance, resolution, or rules and regulations of the City or any memorandum of understanding with the City, including but not limited to the suspension of recognition of such employee organization and the use of the City bulletin boards and facilities.

B. Association Responsibility

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

## ARTICLE TWO

### GRIEVANCE PROCEDURE

#### SECTION I - GRIEVANCE PROCEDURE FOR POLICE EMPLOYEES

##### A. Sole and Exclusive Grievance Procedure

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

##### B. Definition of Grievance

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

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

##### C. Probationary Employees

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

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

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

waiver and bar to further processing of the grievance.

E. Representation in Presentation of Grievance

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

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

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

G. Calendar Days and Working Days Defined as Same

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

**SECTION II - GRIEVANCE PROCEDURE STEPS**

A. Step One - Informal Process

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

B. Step Two - Formal Process - Management Supervisor

If the grievance is not resolved through the informal process and a written grievance is filed within the time limit set forth above, the grievant shall discuss the grievance with his immediate supervisor. The immediate management supervisor shall render a decision and comments in writing and return them to the grievant within seven working days after receiving the grievance.

C. Step Three - Formal Process - Commander

If the grievance is not resolved in Step Two, or if no answer has been received from his immediate management supervisor within seven working days from the presentation of the written grievance, the grievant may within seven calendar days present the grievance in writing to his Commander. Failure of the grievant to take this action will constitute a waiver and bar to the grievance. The Commander shall render his decision and comments in writing and return them to the grievant within seven working days after receiving the grievance.

D. Step Four - Formal Process - Police Chief

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

E. Step Five - 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 must within seven working days present the grievance in writing to the Personnel Director for processing. Failure of the grievant to take this action will constitute a waiver and bar to the grievance.
2. The scope of advisory arbitration of grievances shall be limited to discharges, demotions, or suspensions without pay. All other grievances shall bypass Step Five of the grievance procedures and advance to Step Six (Administrative Officer). 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 hearings on the same grievance.
3. The Personnel Director will process the grievance by invoking the advisory arbitration process with an impartial arbitrator being jointly selected by both parties within the shortest possible time, not to exceed ten working days unless external constraints prohibit compliance, whereupon the earliest date available shall apply.
4. Arbitrator shall be selected from a list of nine arbitrators from the American Arbitration Association within two working days after receipt of said list by

both parties. 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 name remains, which person shall become arbitrator. The party to have the first opportunity to strike a name from the list of nine arbitrators shall be determined by lot. The priority of striking names shall alternate from one party to the other each time advisory arbitration is invoked by the same parties. The appointment of an arbitrator shall be on a case-by-case basis.

5. The arbitrator shall adhere to the rules of evidence so far as is practicable in the conduct of an administrative proceeding. The arbitrator shall not hear witnesses or take evidence out of the presence of the other party. The arbitrator shall be bound by the express terms and conditions of the Memorandum of 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. Moreover, the arbitrator shall be limited to ascertaining whether or not the individual grievant was discharged, demoted, or suspended without pay in violation of the MOU, Civil Service Rules and Regulations, or departmental rules, regulations, or procedures. The arbitrator shall be strictly bound by the time limits set forth in the grievance procedure and shall not question or entertain any grievance in which employees have not adhered to such time limits.
6. Employees called as witnesses shall be scheduled to be released from duty to testify at the hearings. 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. The grievant must submit at least five 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 Personnel 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(es) in the hearing without causing interference with the normal operations and efficiency of the Police Department.
7. The findings of fact and the recommendations of the arbitrator shall be transmitted to the involved

parties and the City Administrative Officer.

8. The arbitrator's fees and any mutually agreed upon expenses shall be borne one-half by the City and one-half by the grieving employee. Calling of witnesses by either party shall be done with a reasonable amount of restraint.

E. Step Six - Final Process - City Administrative Officer

If the grievance is submitted to the City Administrative Officer for review and settlement, the City Administrative Officer, in non-arbitrable cases, may elect the methods he considers appropriate for the study of the issues and shall render a written decision to the parties within fifteen calendar days. For all cases involving advisory arbitration recommendations, the City Administrative Officer shall review the entire matter within ten calendar days after receipt of arbitrator's recommendations and render his decision. The decision of the City Administrative Officer shall be final and binding on the City and IPA.

**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. Step Increases

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

C. Former Agent Assignment

Officers who were assigned as Agents as of June 28, 1981 shall be reassigned to Police Officer but maintain the compensation established for the Agent assignment (which is ten percent above the top step for Police Officer). This differential will be continued until employee is promoted or terminates employment with the City.

D. Monthly salaries for April 9, 2001 through March 1, 2002

CLASS		A	B	C	D	
E						
<u>CODE</u>	<u>TITLE</u>	<u>1 YEAR</u>	<u>1 YEAR</u>	<u>1 YEAR</u>	<u>1 YEAR</u>	<u>1</u>
<u>YEAR</u>						
514	POLICE OFFICER	260.5	265.5	270.5	275.5	
	280.5					
		\$3,769	\$3,961	\$4,164	\$4,376	
	\$4,599					
516	POLICE	266.5	271.5		276.5	281.5
	286.5					
	INVESTIGATOR	\$4,001		\$4,205		\$4,420
	\$4,645 \$4,882					

E. Monthly salaries for March 1, 2002 through October 11, 2002

CLASS		A	B	C	D	E
<u>CODE</u>	<u>TITLE</u>	<u>1 YEAR</u>	<u>1 YEAR</u>	<u>1 YEAR</u>	<u>1 YEAR</u>	<u>1</u>

YEAR

514	POLICE OFFICER	262.5	267.5	272.5	277.5	282.5
		\$3,845	\$4,041	\$4,247	\$4,464	
						\$4,692
516	POLICE	268.5	273.5	278.5	283.5	288.5
	INVESTIGATOR	\$4,082	\$4,289	\$4,509	\$4,739	\$4,980

F. Monthly salaries effective October 11, 2002

<u>CLASS</u>		A	B	C	D	E
<u>CODE</u>	<u>TITLE</u>	<u>1 YEAR</u>	<u>1 YEAR</u>	<u>1 YEAR</u>	<u>1 YEAR</u>	<u>1</u>
<u>YEAR</u>						
514	POLICE OFFICER	263.5	268.5	273.5	278.5	283.5
		\$3,883	\$4,082	\$4,290	\$4,509	
						\$4,739
516	POLICE	269.5	274.5	279.5	284.5	289.5
	INVESTIGATOR	\$4,122	\$4,333	\$4,554	\$4,786	\$5,030

## ARTICLE THREE

### SALARIES AND COMPENSATION

#### SECTION II - COMPENSATION

##### A. Assignment Guidelines

1. A Police Officer can move to Police Investigator by assignment to investigation duty. Those Police Officers assigned to police investigation shall be granted increases on a step-to-step basis without changing anniversary date.
2. Effective June 29, 1981, Police Agents who are reassigned as Police Officers shall not be eligible to receive the Investigator assignment differential when assigned to perform the duties of Investigator.
3. All assignments to Police Investigator are made at the discretion of the Police Chief and may be revoked for:
  - a. Unsatisfactory performance
  - b. Budgetary restrictions
  - c. Operational necessity
  - d. Change of assignment
4. Police Officers who prior to December 6, 1983 were assigned and serving as Police Investigators, and are subsequently reassigned to Police Officer duty for reasons other than unsatisfactory performance, and who held such position for more than six months, shall continue to receive investigation assignment bonus equal to that period of time worked in excess of six months in which the employee was a Police Investigator.
5. A Police Officer assigned to Police Investigator on or after December 6, 1983, who serves less than three years in the assignment, shall receive one month of the assignment bonus for each month of service in excess of the first six months of service.
6. A Police Officer assigned to Police Investigator on or after December 6, 1983, who serves more than three years in the assignment, shall receive one month of the assignment bonus for each month of service in excess of the first six months of service, with a maximum of 36 months of additional pay.

##### B. Bilingual Interpretation

An employee who is responsible for bilingual interpretation, and whose use of this language is of significant benefit to the operations of the department as determined by the Police

Chief, shall receive bonus pay according to the following rules:

1. To be eligible for this assignment bonus, an employee must successfully pass a language proficiency test which is job related to the duties and responsibilities of a Police Officer. The test need not be written, but may test verbal skills in communication with non-English speaking persons.
2. Effective July 13, 1992 the City will pay each designated employee \$25 per pay period for the duration of the assignment. Effective August 30, 1999 this differential shall be \$50 per pay period.

C. Education Incentive

1. Eligibility for POST education incentive plan is established as of the date the employee's certificate was validated by POST.
2. POST bonus pay will not be computed in establishing salary steps upon promotion or assignment to higher positions.
3. Effective July 1, 1991 the bonus for the Intermediate POST Certificate shall be \$95 per pay period. Effective July 13, 1992 this bonus shall be \$100 per pay period.
4. Effective July 1, 1991 the bonus for the Advanced POST Certificate shall be \$95 per pay period. Effective July 13, 1992 this bonus shall be \$100 per pay period.
5. POST eligibility standards for the purpose of this POST education incentive plan shall be those approved by the State POST Commission as of June 24, 1974, or any subsequent revisions.

D. Holiday Pay

1. Fourteen days of holiday pay in lieu of holiday time off shall be provided and no compensatory time off will be given when holiday is worked. Upon written approval of the Police Chief, a Police Officer may be permitted to take off a holiday recognized by the City in lieu of receiving holiday pay. Holiday requests will be granted on the basis of seniority as set forth in Article Five, Section V, Subsection C. Payment of holiday-in-lieu shall be made at the end of the first pay period in December of each year. Holiday-in-lieu pay year starts with Christmas Eve of each calendar year and ends with the day after Thanksgiving.

2. Holidays recognized by the City for holiday pay are as follows:

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

E. Motorcycle Duty

Effective April 9, 2001, Police Officers assigned to motorcycle duty shall receive a six percent differential per pay period for the duration of the assignment. This differential shall not be computed in establishing salary steps upon promotion or assignment to higher positions.

F. Retention Incentive

Police Officers are eligible for the following retention incentive plan:

1. Three percent additional pay after completion of seven consecutive years of service.
2. Three percent additional pay after completion of 14 consecutive years of service.
3. Effective October 9, 2000, three percent additional pay after completion of 21 consecutive years of service.

G. Shoot Pay Program

1. All Police Officers are eligible to take part in the shoot pay program.
2. Qualifying scores and shoot pay shall be earned as follows:

Compensation Category	Qualifying	
	<u>Score</u>	<u>Per Month</u>
Minimum qualifying	300	\$ 0
Marksman	350-399	2

Sharpshooter	400-429	4
Expert	430-449	8
Distinguished expert	450-480	16

3. For the shotgun course, primary emphasis shall be placed on the Officer's level of competence and familiarity in handling and discharging the weapon with secondary emphasis on the placement of birdshot within the target silhouette. (No minimum score required.)
4. Officers shall be required to demonstrate their proficiency three times per year with the handgun and once per year with the shotgun.
5. Officers will be provided, in addition to Paragraph 4 above, optional semi-annual proficiency shoots.
6. The City will supply shoot ammunition during the required and optional shoots.
7. Officers shall receive one hour straight time pay when qualifying with handgun and two hours straight time when qualifying with shotgun during the required three periods of time set forth in Paragraph 4 above.
8. Proficiency medals shall be provided for each class of marksmanship.
9. Officers may be exempted from qualification upon approval of the appropriate division commander only for reasons due to injury, physical defect, or when on vacation for a period of thirty or more days which includes the mandatory qualification period.
10. All Police Officers with highest proficiency in firearms shall have the opportunity to join the pistol team and receive a bonus of \$5 per month while serving on the team.

#### H. Supervisory Differential

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

#### I. Training Officer Duty

1. Effective October 11, 1999, Police Officers regularly

assigned to training Officer duties (also known as Core Training Officers) shall receive a six percent differential per pay period for the duration of the assignment, whether or not actively training.

2. A Police Officer (also known as a Non-Core Training Officer) who is not regularly assigned to Training Officer duties, but is temporarily assigned to perform such duties during the absence of a regularly assigned training Officer, shall be paid \$16 per shift commencing with the third shift in any calendar month in which duties are temporarily assigned and actually performed. Shifts in a calendar month need not be consecutive in order to qualify for payment hereunder.

J. I-COPPS

Effective January 9, 1995 Police Officers regularly assigned to Community Oriented and Police Problem Solving duties as a Lead Officer, shall receive an assignment bonus of six percent per pay period for the duration of the assignment. Police Officers regularly assigned to I-COPPS duties as Assistant Lead Officer shall receive an assignment bonus of three percent per pay period for the duration of the assignment.

K. Uniform Allowance

1. Commencing October 11, 1999, all Police Officers in their initial year of employment shall receive up to \$825 per year uniform reimbursement and thereafter, \$825 per year.
2. Uniform allowance shall be prorated monthly, but shall be paid once annually in the last pay period of each fiscal year.
3. Any employee not completing one year of service with the City shall reimburse the City for uniform expenses incurred by the City prior to the employee termination date (per Ordinance No. 2026 adopted June 29, 1970).
4. The City will provide required safety equipment (Article Four, Section II, Subsection M) and uniform accessories consisting of patches, service chevrons, and emblems of rank.
5. The City will provide jump suits to Officers on an as-needed basis at the determination of the Police Chief.
6. The City will provide maternity attire for Officers if the Police Chief determines that uniformed attire is required.

L. Rangemaster Duty

Effective April 9, 2001, Police Officers assigned to Rangemaster duty shall receive a six percent differential per pay period for the duration of the assignment. This differential shall not be computed in establishing salary steps upon promotion or assignment to higher positions.

M. Canine Duty

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

The additional compensation paid to applicable unit members for the 10 hours per month will be as follows:

1. 6.66 hours of compensatory time per month;
2. 3.33 hours of pay will be added to the special assignment pay for the K-9 assignment, such that the total specialty pay will equal 6% (i.e., additional compensation for off-duty care plus special assignment pay equals 6%).

A unit member who is required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence which causes a substantial increase in the normal off-duty hours worked for that month, shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work. Any additional compensation shall be compensated at time and one-half the regular rate of pay.

N. Bonus

1. Effective August 17, 1999, each individual actively employed by the City on said date, shall be provided in a separate check, the following one-time, non-recurring amount as determined by completed full years of service (i.e., eligibility for the 5-9 year category requires completion of a full 5<sup>th</sup> year of employment):

Years of Service

Bonus Amount

Less than 5 years	\$100
5 - 9	\$500
10 - 14	\$750
15 - 19	\$1,000
20 +	\$1,500

2. Effective December 15, 2001, Police Officer employees shall be provided, in a separate check, a one-time, non-recurring bonus of \$350.

### **SECTION III - RETIREMENT PROVISIONS**

#### A. Retirement System

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

#### B. Contributions

##### 1. Employer

The City shall continue to pay its statutory contribution rate which is established by the Public Employees' Retirement System and may vary.

##### 2. Employee

The City shall pay nine percent of the employee's PERS contribution to PERS on account of benefits payable under that Retirement System to each employees with two or more consecutive years of full-time City service. The City shall pay four and one-half percent of the employee's contribution for each employee with less than two years of full-time City Service.

#### C. Additional Retirement Benefits

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

1. One year highest compensation as specified in Government Code, Section 20024.2.
2. Military service credit as specified in Government Code, Section 20930.3.
3. Post-retirement survivor allowance as specified in Government Code, Section 21263.
4. One-time five percent increase for employees retired prior to January 1971 as specified in Government Code, Section 21222.1.

5. Effective January 1984, or as soon thereafter as possible, 1959 survivor benefits, as specified in Government Code Sections 21380-21387 and 21390.
6. Effective August 18, 2001, the City shall report the value of Employer Paid Member Contributions as additional compensation as provided in Government Code, Section 20636.
7. Effective January 1, 2002, the City shall provide the 3% @ 50 formula in accordance with Government Code, Section 21362.2.

#### **ARTICLE FOUR**

#### **BENEFITS**

#### **SECTION I - BENEFITS ADMINISTRATION PROVISION**

##### A. Administration

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

##### B. Selection and Funding

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

##### C. Changes

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

#### **SECTION II - BENEFITS**

##### A. Medical

1. Effective January 1, 1990, the City shall contract with the Public Employees Retirement System (PERS) medical program to make available to active unit employees and eligible retirees the medical benefits available under the program.

2. The City shall contribute \$16.00 per month toward the payment of premiums due on behalf of each active full time employee and eligible retiree who elects to participate in the medical program.
3. An active full time employee who elects not to obtain coverage for him or herself shall be required to complete necessary written certification that he/she has medical coverage under another medical plan, and shall identify such coverage.
4. Enrollment shall occur as provided in program requirements.

B. Dental

1. The City shall, for the term of this MOU, provide at City's cost a dental plan for employees and their families.
2. Coverage
  - a. 80 percent for examination and cleaning once every six months
  - b. 80 percent for x-rays, one full mouth series annually
  - c. 50 percent for prosthetic work
  - d. \$50 annual deductible for covered charges other than examination, cleaning, and x-rays
  - e. Effective September 1, 1981 the City shall provide a dental plan that includes orthodontics; no deductible, 100 percent up to \$2,000 per eligible dependent.

C. Optical

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

D. Definition of Dependent Child

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

E. Term Life Insurance

The City shall, for the term of this MOU, pay premiums for a term life policy equal to the employee's annual salary rounded to the nearest \$500.

In the case of accidental death the benefit will equal two times the amount provided above.

F. Life Insurance - Retired Employees

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

G. Accidental Death Benefit

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

H. Medical Plan - Retired Employees

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

provided in this MOU.

3. Effective May 24, 2001, The City agrees that employees described in Section II H. 2. may utilize twelve hundred hours of accumulated sick leave, compensatory time and/or vacation leave to have the City pay one hundred percent (100%) of the medical premium for the retiring employee and one qualified dependent under one of the City's plans for the lifetime of the retiring employee. If the employee predeceases the one qualified dependent, the City shall pay fifty percent (50%) of the premium due for that one dependent for the lifetime of that dependent.

I. Vacation

1. Vacation leave is accumulated yearly and is computed on the basis of the employee's hire date as a full time employee, and is payable upon termination at the employee's base hourly rate (exclusive of retention incentive, deferred compensation, or any other bonus or assignment differential).
2. Vacation hours accumulated in excess of 240 hours are convertible at a base salary at the time of conversion for up to a maximum of 40 hours in any twelve month period. Before an employee may again convert vacation hours, the employee must have taken a minimum of ten days vacation time.
3. If a legal City holiday occurs while an employee is on vacation, such holiday time shall not be deducted from the amount of vacation to which the employee is entitled.
4. The vacation accumulation schedule is as follows:

Days Available	Years	Vacation	Hourly Accrual	Vacation
	<u>Service</u>	<u>Earned</u>	<u>Pay Period</u>	Rate Per <u>For Use</u>
	1	10	3.077	0
	2	12	3.692	10
	3	14	4.308	12
	4	16	4.923	14
	5	16	4.923	16
	6	16	4.923	16
	7	16	4.923	16
	8	16	4.923	16

9	18	5.538	16
10	18	5.538	18
11	18	5.538	18
12	18	5.538	18
13	18	5.538	18
14	18	5.538	18
15	20	6.154	18
16	20	6.154	20
17	22	6.769	20
18	22	6.769	22
19	22	6.769	22

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

J. Options Fund

1. The City shall provide active unit employees with an options fund. Active unit employees may elect to receive payment from the fund for one of the following choices:

- a. Receive \$50.76 per pay period; or
- b. Receive \$50.76 per pay period deferred compensation contribution; or
- c. Have City pay remainder of City sponsored group benefit plan premiums up to a maximum of \$911.36 per month after a new unit employee has paid the total of his/her first month's premium. During the term of this agreement, should the premiums for the City sponsored group benefit plans be increased, the City shall increase its contribution to the options fund in an amount equal to the premium increases.

K. Family Sick Leave - Sick Leave

- 1. In case of serious illness of a member of the immediate family, the employee, upon proper notice, may take up to three consecutive work days of sick leave.
- 2. Immediate family for the purpose of this section shall be defined as that group of individuals including the employee's father and mother, spouse's father and mother, spouse's step-parents, step-mother, step-father, foster parents, sister(s), brother(s), spouse, child(ren), step-child(ren), foster child(ren), grandparents, spouse's grandparents, grand-child(ren), step-grandchild(ren), and all degree of relatives not listed but living within the household of the employee.
- 3. Sick leave will be earned at the rate of 3.692 hours per pay period (one day per month).

4. Sick leave will be used only in case of sickness or disability of the employee or for family sick leave. Misuse of sick leave shall be grounds for disciplinary action.
5. An employee who is incapacitated due to serious illness or injury while on vacation leave shall have such time charged against sick leave when they promptly notify their supervisor and substantiate such requests upon return to work from sick leave.
6. To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor in the manner provided in departmental rules and regulations.
7. An employee may be required to furnish proof of sickness as required by Civil Service or departmental rules and regulations.
8. Upon return from sick leave, an employee may be required by the department head to report for examination by the City medical examiner to determine fitness for duty.
9. At retirement, death, or termination after ten years of service, fifty percent of accumulated sick leave will be paid off.

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

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

20% of the value in excess of 30 days at 5 years;  
25% of the value in excess of 30 days at 6 years;  
30% of the value in excess of 30 days at 7 years;  
35% of the value in excess of 30 days at 8 years;  
40% of the value in excess of 30 days at 9 years or  
more.

L. Catastrophic Transfer of Accrued Hours

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

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

10. A form exercising this elected donation shall be completed prior to the transfer.

11. The names of all donors shall remain confidential.

M. Bereavement Leave

1. All employees covered under this Memorandum of Understanding may have up to three consecutive work days of bereavement leave with pay when a death occurs in their immediate family as specified in Subsection J, Paragraph 2 of this Section.

2. Two working days of sick leave can be used for travel time per occurrence within the state and, upon proper notice, no more than five consecutive working days may be taken as sick leave when death in immediate family occurs out of state. Not more than five working days may be used for travel time in any one fiscal year.

3. The City may request proof of the relationship.

N. Maternity Leave

1. Pregnant employees may work as long as they are able to perform the duties assigned to their position. The employee will be required to submit a report from her personal physician stating:

a. How long she may continue to perform her assigned duties without risk of injury to herself or the unborn child.

b. When she may return to work after the termination of her pregnancy.

2. The City will grant a six months maternity leave of absence during which time the City will continue its portion of medical, health, dental, and life insurance premiums.

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

O. Safety Equipment

1. Police Officers hired after July 1, 1981 shall be furnished all required safety equipment. Safety equipment includes the following:

- a. baton and baton ring
- b. cartridge case with speedy-loaders
- c. firearm and holster
- d. handcuffs and case
- e. keyholder
- f. raincoat and boots

- g. Sam Browne belt and keepers
  - h. whistle
  - i. bullet-proof vest
  - j. sealbeam rechargeable flashlight
  - k. pagers (homicide investigators)
2. Police Officers who are assigned to motor duty after July 1, 1981 shall be furnished safety equipment as follows:
- a. riding boots
  - b. riding breeches (2)
  - c. leather jacket
  - d. helmet
  - e. riding gloves
  - f. eye protection
3. Police Officers who are assigned to canine duty shall be furnished safety equipment as follows:
- a. chain clip collar
  - b. leather work collar
  - c. force collar
  - d. six foot leather lead
  - e. leather traffic lead
  - f. leather muzzle
  - g. training attack sleeve
  - h. longe line
  - i. tracking harness
4. The City shall replace or repair all safety equipment required by law on an as-needed basis.
5. All safety equipment provided by the City will be returned to the City prior to the employee's departure from City service.

P. Replacing or Repairing Property of Employees

The City shall provide for the payment of the costs of replacing or repairing property or prostheses of an employee such as eye glasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without fault or neglect of employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damages thereto as set forth below.

1. Reimbursement of Damaged Uniforms and/or Equipment

a. Reimbursement Groups

For the purpose of reimbursement by the City of

Inglewood, uniforms and equipment of Department personnel have been separated into two groups. Group I includes those items that have two years expected serviceability; Group II includes those items that have five years expected serviceability. These groups are listed as follows:

<u>Group One</u>	<u>Group Two</u>
(1) shirt	(1) boots
(2) trousers	(2) jacket
(3) hat	(3) eyeglasses
(4) civilian clothing	(4) dentures
(5) shoes	(5) leather equipment
	(6) watch (maximum \$100)
	(7) hearing aids

b. Reimbursement Schedule

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

Group One

<u>Age in Service Life</u>	<u>Reimbursement</u>
0-12 months	75% of present list price
12-24 months	65% of present list price
24-36 months	50% of present list price
36 months and over	No reimbursement

Group Two

<u>Age in Service Life</u>	<u>Reimbursement</u>
0-18 months	75% of present list price
18-36 months	60% of present list price
36-48 months	55% of present list price
48 months and over	50% of present list price

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

2. Minimum Reimbursement

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

### 3. Request Procedure

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

### 4. Supervisor's Responsibility

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

### Q. Job Elimination

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

### R. Library Privilege

Employees who are non-residents of Inglewood may use the library service without charge.

### S. Legal Defense

The City Attorney or his designate will provide an orientation session to advise Police Officers of the laws covering the Officers' rights to legal defense in civil and criminal cases arising out of the employment activities of the Police Officer.

### T. Use of Rogers Park

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

### U. Lounge

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

Civic Center Complex.

V. Parking

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

W. Long Term Disability Plan

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

X. Personal Leave

1. No personal leave shall be converted to cash.
2. Eligibility to accrue and/or utilize the personal leave described herein is contingent upon the unit member being employed by the City on the date that the leave is accrued and/or utilized.
3. Utilization of this personal leave shall be subject to all use and approval rules, regulations and restrictions which apply to use of holiday time.
4. Compensated time off by use of personal leave shall be in the number of hours equal to the employee's scheduled daily hours of work on the date that the personal leave is used.
5. Subject to provisions described above, one (1) personal leave day shall be credited to each unit member's account for each calendar year. The leave day shall be credited either upon adoption of the 1997-98 MOU by the Council, or such later date during 1999 when the unit member is first employed. Subsequent leave days shall be credited on January 1 of each year.

6. The personal leave day credited shall be available for use only up to and including December 31 of each year. If not used, it shall be lost without payment of any compensation. However, employees will be allowed to carry over personal leave days from the 1997/98 MOU until December 31, 2000.
7. Payroll shall credit this personal leave in an account separate and distinct from "holiday leave" and the employee's payroll check shall show this separate accounting.

## ARTICLE FIVE

### WORKING CONDITIONS

#### SECTION I - ACTING APPOINTMENT COMPENSATION

##### A. Definition

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

##### B. Policies and Procedures

1. The appointing authority for acting appointments will be the City Administrative Officer or his designate.
2. Acting appointments may be made to fulfill the responsibilities of the vacated position until such time as an appropriate selection procedure is held and a permanent appointment is made, or until such time as the incumbent has returned to duty.
3. Acting appointments may not be extended for a period greater than ninety days without special approval of the City Administrative Officer.
4. Acting appointments may not be made in excess of authorized strength or budgeted funds without approval of the City Council.
5. Upon assignment of acting duty status an employee will begin to earn a salary which is equal to Step A of the salary assigned to the acting position, but shall at all times receive at least five percent above the salary of the employee's permanent position.
6. While working in an acting capacity, employees will continue to accrue and have recorded general, special, or normal salary step increases in the employee's permanent position; however, such salary increases will be paid only to maintain a minimum five percent differential above the salary to which an employee is entitled in his permanent position.
7. Employees who are appointed to a higher-level position on an acting basis, while also fulfilling the responsibilities of their permanent position, will at all times earn a salary which is at least ten percent more than the salary to which they are entitled in their permanent position.

## **SECTION II - ELIGIBILITY FOR PROMOTIONALS**

- A. Only Police Officers who have completed two consecutive years of sworn service with the Inglewood Police Department will be eligible to participate in the promotional examination process.
- B. To the extent possible, and absent any emergency conditions, changes in qualifications needed to compete in promotional selection processes shall be transmitted in a reasonable amount of time to allow persons to prepare themselves to meet any additional or expanded examination eligibility qualifications. The best interest of the majority of involved employees and of the department will be a deciding factor in all cases.

## **SECTION III - REVIEW OF PROBATIONARY PERIOD**

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

## **SECTION IV - ASSIGNMENT GUIDELINES**

### **A. Lateral Transfers**

- 1. The following assignments shall be designated as "lateral transfers:"
  - a. Canines
  - b. Police Investigation
  - c. Gang Intelligence
  - d. Forensics
  - e. Motors
  - f. Rangemaster
  - g. Transit Safety Team
  - h. Narcotics/Vice
- 2. All Police Officers with two consecutive years of sworn service with the Inglewood Police Department will be given the opportunity once every eighteen months to apply for selection to any number of the designated assignments listed above.

### **B. Lateral Transfer Selection Process**

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

1. Resume

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

2. Oral Interview

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

3. Seniority Points

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

4. Tied Scores

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

5. Lateral Transfer Selection Process

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

6. Time Limits for Assignments Above

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

## 7. Assignment and Revocation

Effective May 24, 2001, except as set forth below, all employees assigned to special assignments shall be subject to an initial twelve (12) month evaluation period. During the twelve-month evaluation period an employee will receive written quarterly reviews regarding his/her performance. During the twelve (12) month evaluation period, the assignment may be revoked at any time and for any reason without right of appeal at the discretion of the Police Chief. Once the evaluation period has been completed, revocation of the assignment shall be made in the manner set forth in Article Three, Section II, Subsection A(3). Job announcements for special assignments will provide notification to employees regarding this evaluation period.

This provision does not apply to any employee in a special assignment as of May 24, 2001, nor to any employee on any eligibility list for a special assignment as of May 24, 2001.

## **SECTION V - SENIORITY PRIVILEGES**

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

### A. Vacations

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

### B. Shift Assignments and Days Off

#### 1. Patrol

- a. Selection of shifts and days off will be by

seniority. Seniority in patrol will be determined by serial number. This will prevail for patrol Officers and field training Officers (FTO) collectively as a common group for each watch. An Officer with a lower serial number will have seniority over an Officer with a higher serial number regardless of his/her status as a patrol Officer or FTO.

- b. The designation of FTO's and FTO watch assignments (by FTO seniority) shall be finalized prior to any patrol Officer's watch selection. Days off (shifts) will then be selected in order of seniority. "Watch" means days, P.M., and grave; "shift" means working days on a given watch.
- c. Officers acting or assigned as FTO's may only select a position on a vacant two-Officer slot. The companion position on that slot will then be reserved for his/her trainee.
- d. Patrol Officers may only select a position in a vacant two-Officer slot or in a vacant companion position with another patrol Officer.
- e. The Chief of Police or his designate shall have the right to reserve the number of two-Officer slots on a watch necessary to accommodate the number of FTO units designated for each watch. The designation of particular slots for FTO assignments will be done only after the selection process has begun, so as to ensure that an adequate number of two-Officer slots can be maintained without interfering with the seniority process. "Slot" refers to specific duty assignments on a given shift.

## 2. All Other Assignments

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

## C. Holiday Requests

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

## SECTION VI - AMERICANS WITH DISABILITIES ACT

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

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

#### **SECTION VII - FAMILY AND MEDICAL CARE LEAVE POLICY**

- A. To the extent not already provided for under current leave policies and provisions, the City will provide family and medical care leave for eligible employees as required by State and Federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California Family Rights Act ("CFRA")(Government Code § 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.
- B. An employee is eligible for leave if he/she has been employed for at least 12 months and has worked at least 1250 hours during the 12 month period immediately preceding the commencement of leave.
- C. Eligible employees are entitled to a total of 12 work weeks of leave during any 12 month period measured forward from the date an employee's leave first begins. An employee's entitlement to leave for birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- D. If an employee requests leave for any reason permitted under the law, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave. If an employee requests leave for his/her own serious health condition, in addition to exhausting other accrued leaves, the employee shall also concurrently exhaust sick leave.

#### **SECTION VIII - EMPLOYMENT OF RELATIVES**

- A. In order to minimize problems relating to supervision, morale, safety and security, it is necessary to regulate the employment of relatives by the City. Therefore, applicants will not be hired and employees will not be placed into positions if the result would be that:
  - 1. One person would be supervised by or be in the chain of command of a relative;

2. One person would participate in making, or advising on, employment decisions concerning a relative;
  3. One person would be employed in the same department or division as a relative and, if for reasons of supervision, morale, safety or security, it is determined that the work involves potential conflicts of interest or other hazards greater for relatives than for non-relatives;
- B. Employees who are working for the City prior to the effective date of this Policy under circumstances which would violate the provisions of paragraph A. 1., 2. and 3. above, will not have their employment circumstances modified unless there is a clear showing of a problem of supervision, morale, safety or security. Should one of these employees become separated from employment by the City and later reapply, he/she will not be eligible for rehire in circumstances which would create a violation of paragraph A., 1., 2. and 3. of this Policy.
- C. Employees of the City who become relatives after the effective date of this policy and work in circumstances which violate the provisions of paragraph A. 1., 2 and 3. above will be subject to this Regulation. In such circumstances, the City will make reasonable efforts to reassign job duties so as to minimize problems of supervision, safety, security or morale.

If no reasonable effort will alleviate the problem of supervision, safety, security or morale, the City will determine whether, and under what circumstances, an employee may be permitted to remain in his/her current position. In applying this paragraph, the City will choose which of the employees will be affected, with primary consideration given to the operational needs of the City, including interests of economy, efficiency and effectiveness, and giving consideration to the work history and seniority of the employees affected. Provided however, if two employees become related through a spousal or spousal type relationship, the employee whose action creates the relationship will be the one affected.

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

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## ARTICLE SIX

### OVERTIME PROVISIONS

#### SECTION I - DEFINITION OF TERMS

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

A. Employees

Shall mean all employees covered by this agreement.

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

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

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

The regular work day for patrol section and Anti-Crime Team employees shall be ten hours, including paid lunch periods and briefing time. Should the 4/10 plan be discontinued during the term of this agreement, the City and IPA will meet and confer regarding hours.

Notwithstanding the above, effective January 11, 2000, employees who are not in the patrol section, shall select either a 4/10 or 5/8 work schedule. Six months after the implementation of the alternative work schedule, employees may reevaluate their selections. Those who wish to return to or remain on the 5/8 schedule may do so, with the understanding that such decision is irrevocable. All other employees, including employees who are hired into or transferred into non-patrol assignments after the implementation of the alternative work schedule, will work a 4/10 schedule.

D. Work Week

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

E. Hours Worked

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

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

F. Regular Hourly Rate of Pay

Employees' regular hourly rate of pay shall be based on their assigned bi-weekly salary range, including assignment differential and retention incentive, adjusted for a 40-hour work week, depending on assignments.

G. Standby Assignment

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

**SECTION II - OVERTIME PROVISION**

A. Regular Overtime

Employees covered by this agreement who are in the patrol section shall receive overtime pay for all hours worked in excess of ten hours seven minutes per day. All employees covered by this agreement other than the patrol section employees shall receive overtime pay for all hours worked in excess of eight hours seven minutes per day.

B. Call Back Overtime

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

C. Court Overtime

1. Employees covered by this agreement shall be guaranteed a minimum of two hours overtime pay for court time provided that such overtime work meets the following conditions.

a. Prior to Beginning Work Shifts

- (1) If a Police Officer is required to be in court more than two hours prior to start of his shift

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

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

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

- (1) If a Police Officer is required to be in court prior to the completion of his work shift and it becomes an extension of his regular work shift, he shall receive overtime at time and one-half of his base salary hourly rate for the total time in court if less than one and one-half hours in court.

- (2) If a Police Officer is required to be in court prior to the completion of his work shift for more than one and one-half hours, but less than two hours, he shall receive two overtime hours at time and one-half of his base salary hourly rate.

- (3) If a Police Officer is required to be in court prior to the completion of his work shift for more than two hours, overtime shall be paid on actual overtime worked at time and one-half of his base salary hourly rate.

c. Court Time Commencing After Completion of Regular Work Shift

Police Officers serving court overtime commencing after completion of regular work shift, necessitating a break between end of shift and start of court time, will be compensated for two-hour minimum overtime worked at time and one-half of his base salary hourly rate.

2. The overtime guarantees of this subsection shall not apply if the employee has been notified in advance not to report, or if failure to provide work is for a reason beyond the control of the City; e.g., fire, flood, failure, or similar emergency condition.

3. Court Travel Time

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

court outside of Los Angeles County shall receive actual time from police station to court appearance and from court to station as travel time.

D. Special Overtime

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

E. Overtime Distribution

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

F. Overtime Pay

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

**SECTION III - COMPENSATORY TIME**

A. Accrual

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

B. Maximum Accrual

The maximum accrual of total compensatory time may not exceed a total on record of eighty hours per fiscal year. The unused compensatory time in excess of forty total hours shall be paid to the employee based on his current hourly rate on the last pay period of each fiscal year.

C. Time Off

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

**SECTION IV - STANDBY ASSIGNMENT COMPENSATION**

A. Compensation

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

1. Two hours of pay for each sixteen hours of weekday standby assignment.
2. Four hours of pay for each twenty-four hours of weekend standby assignment time.

B. Limitations

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

**SECTION V - TRAINING ASSIGNMENT COMPENSATION**

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

## ARTICLE SEVEN

### GENERAL PROVISIONS

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

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

#### SECTION II - EMERGENCY WAIVER PROVISION

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

#### SECTION III - SEVERABILITY PROVISION

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

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

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

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of understanding, oral or written, express or implied, between the parties, and shall govern their entire relationship, and shall be the sole source of any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of

Understanding is not intended to cover any matters preempted by Federal or State law or City Charter.

B. Civil Service and Departmental Rules and Regulations

It is understood and agreed that there exists within the City, in written form, Civil Service and Departmental Rules and Regulations. Except as specifically modified by this Memorandum of Understanding, these rules and regulations, and any subsequent amendments thereto, shall be in full force and effect during the term of this Memorandum of Understanding. Before any new or subsequent amendments to these Civil Service and/or Departmental Rules and Regulations directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall meet and confer in accordance with Government Code, Section 3500 et seq., with the IPA regarding such changes. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met and conferred with the IPA as required by law.

**SECTION V - REQUESTS BY IPA**

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

**SECTION VI - POLICE CHIEF - IPA MEETING**

The Police Chief and Police management personnel designated by the Chief, shall meet with Inglewood Police Association Board Representatives/ members not to exceed a total of five representatives/members upon reasonable advance notice by either the Inglewood Police Association or the Police Chief. The purpose of these meetings shall be to promote better understanding between the Police management and IPA through direct communication.

**SECTION VII - TERM OF THIS AGREEMENT**

This agreement shall remain in full force and effect through October 6, 2002.

**SECTION VIII - RATIFICATION AND EXECUTION**

The City and IPA acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of Inglewood. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and IPA, and entered into this 26<sup>th</sup> day of June 2001.

**INGLEWOOD POLICE ASSOCIATION**

**CITY OF INGELWOOD**

\_\_\_\_\_  
Richard Levine Chief, Negotiator

\_\_\_\_\_  
Bruce Barsook, Chief  
Negotiator

\_\_\_\_\_  
Neil Murray, President  
Employee  
Inglewood Police Association  
Director

\_\_\_\_\_  
Robert G. Wilson,  
  
Relations/Personnel

\_\_\_\_\_  
Edmund Woods Vice President  
Inglewood Police Association

\_\_\_\_\_  
Ruth Ann Moodispaugh  
Personnel Services Admin.

\_\_\_\_\_  
Brian Boyd  
Inglewood Police Assn.  
Analyst

\_\_\_\_\_  
Raylette Felton  
Associate Personnel

\_\_\_\_\_  
William C. Lawler  
Inglewood Police Assn.

\_\_\_\_\_  
Robert Pessis  
Inglewood Police Assn.

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Loyd Waters  
Inglewood Police Assn.