

CITY COUNCIL RESOLUTION NO. 23-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE MANAGEMENT ASSOCIATION (IPMA), AND SUPERSEDING ALL PREVIOUS IPMA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES JULY 25, 2023

WHEREAS, the City of Irvine (City) and the Irvine Police Management Association (IPMA) have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and City Council Resolution No. 341; and

WHEREAS, the City and IPMA have reached agreement on wages, benefits, hours, and other conditions of employment for the period of July 25, 2023, through June 30, 2026; and

WHEREAS, a previous Memorandum of Understanding between the City of Irvine and the IPMA was adopted by the City Council pursuant to Resolution No. 22-86.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE that the 2022-2026 Memorandum of Understanding, attached hereto as Exhibit A, between the City and IPMA is approved and adopted. The compensation policy provided for by this resolution shall be operative from and after 12:01 a.m. on the twenty fifth day of July 2023, unless otherwise stated. All previous resolutions are hereby repealed effective on the operative date of this resolution.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 25th day of July 2023.


MAYOR OF THE CITY OF IRVINE

ATTEST:


CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, CARL PETERSEN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 25th day of July 2023.

AYES: 4 COUNCILMEMBERS: Agran, Kim, Treseder, and Khan
NOES: 0 COUNCILMEMBERS: None
ABSENT: 1 COUNCILMEMBERS: Carroll
ABSTAIN: 0 COUNCILMEMBERS: None


CITY CLERK OF THE CITY OF IRVINE



MEMORANDUM OF UNDERSTANDING
BETWEEN
IRVINE POLICE MANAGEMENT ASSOCIATION
AND
CITY OF IRVINE
NOVEMBER 12, 2022 TO JUNE 30, 2026

IRVINE POLICE MANAGEMENT ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
BETWEEN
IRVINE POLICE MANAGEMENT ASSOCIATION
AND
CITY OF IRVINE

NOVEMBER 12, 2022 TO JUNE 30, 2026

PREAMBLE

This Memorandum of Understanding, hereinafter referred to as the "Agreement" or "MOU," entered into by the CITY OF IRVINE, herein referred to as "City," and the IRVINE POLICE MANAGEMENT ASSOCIATION (IPMA), hereinafter referred to as the "Association," has as its purpose the promotion of harmonious labor relations between the City and the Association, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

Article 1 - Recognition

The Association is the exclusive representative of the classifications of Police Commander and Police Lieutenant.

Article 2 - City Rights

Except as expressly limited by this MOU or other applicable laws, the City retains the exclusive right (a) to direct employees of the Police Department; (b) to hire, promote, transfer, and assign employees to positions within the Department consistent with applicable classifications; (c) to dismiss employees because of lack of work; (d) to reprimand, demote, suspend or discharge employees; (e) to determine the mission of the Department, its budget, its organization, the number of employees and the methods and technology of performing its work; (f) to take whatever action may be appropriate to carry

out its mission in situations of emergency. The parties further understand that all rights not clearly and expressly limited by this MOU are expressly reserved to the City, even though not enumerated.

Article 3 - Employee Rights

Safety employees covered under this Agreement shall be entitled to all rights specified under Government Code Section 3300 et seq., and Irvine Police Department Procedure relating to "Public Safety Officers Procedural Bill of Rights." Employees shall have the right to have documented disciplinary actions or other adverse documented incidents removed from their personnel files pursuant to Police Department Procedure 2.02.17. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated by the City because of his/her exercise of these rights.

Article 4 - Association Rights

A. Payroll Deductions

The City agrees to continue payroll deductions to Association on behalf of its members for dues, and/or any insurance plan sponsored by the Association, unless authorization to make such deductions is canceled in writing by the individual employees.

B. Release Time for Association Business

In order to allow the Association an opportunity to handle the business affairs of its members, including handling of grievances, the City shall, at the beginning of each contract year, establish the annual time bank specified below for Association use, to be used as authorized by the Association President, as the chief executive officer of the Association, and, in his absence, the Secretary. The Association agrees, however, that the effective operations of the Police Department are not to be adversely affected by the use of the time bank by the Association members. If the Association members' absence does not impact staffing or other vital departmental operations as determined by the Chief of Police, the employee shall

be released without restrictions. It is also understood that time for the annual meet and confer preparation and meetings and/or any special meetings called by the City shall not be charged against the time bank. It is also understood that hours from the time bank will not be carried over from year to year. The time bank will be a maximum of 200 hours per year for all Association business related to the Police Management unit.

Article 5 - Grievance Procedure

A. Matters Subject to the Grievance Procedure

A grievance may be filed for the alleged violation of any Personnel Rule and Regulation dealing with required subjects of bargaining that are not specifically reserved to the City in the City Rights clause, Article 2; for an alleged violation of an express provision in the MOU; or alleged violation of established and commonly accepted safety practices or procedures. The grievance procedure shall not be used to establish new policies or change any existing rules and regulations. It shall not be used in connection with disciplinary actions or other matters for which appeals procedures exist under the Personnel Ordinance, Personnel Rules and Regulations, or pursuant to statute.

B. Informal Grievance Adjustment

An employee who has a complaint should try to solve the problem through informal discussion with his/her immediate supervisor without delay, and in no event later than fourteen (14) calendar days after the event giving rise to the complaint. The immediate supervisor shall make whatever investigation he/she deems necessary and reply within fourteen (14) calendar days. If the employee is not satisfied with the decision reached through the informal discussion, and/or some other extenuating circumstances exist, he/she may bring the matter to the attention of the next level of authority within fourteen (14) calendar days of such decision. If the employee is still not satisfied with the decision, he/she may file a formal grievance within fourteen (14) calendar days after having received the reply.

In incidents involving an employee group, a representative of the involved group may meet with a designated representative of the City in an informal attempt to resolve the matter. Employees have the right to authorize the Association to represent them in any grievance under this provision, informal or formal.

C. Formal Grievance Procedure

1. First Level

The formal grievance procedure may be followed on matters subject to this procedure only after failure to resolve a problem through informal grievance adjustment. If, after this discussion, the employee is not in agreement with the decision reached, he/she may, within fourteen (14) calendar days, file a formal grievance in writing to the Police Chief with a copy to the Personnel Officer (i.e., the Assistant City Manager or his/her designee, setting forth the section(s) of the MOU or Personnel Rules and Regulations allegedly violated and reciting all the facts and circumstances constituting the claimed violation. The department director shall make whatever investigation he/she deems necessary to allow fair consideration of the situation and shall present a written reply to the employee within fourteen (14) calendar days after receipt of the grievance. A copy of the reply shall be forwarded to the Personnel Officer.

2. Second Level

In the event the grievant is not satisfied with the decision at the department director level, the grievant may appeal the decision to the Personnel Officer or his/her designee, within fourteen (14) calendar days of receipt of the decision. This written appeal statement should include a copy of the original grievance, the decision rendered at the previous level, and a clear, concise statement of the reasons for the appeal. The written appeal described herein shall not expand the scope of the formal grievance submitted to the department director.

The Personnel Officer, or his/her designee, shall communicate a decision within fourteen (14) calendar days after receiving the appeal. Either the grievant or the Personnel Officer may request a personal conference within the foregoing limits to discuss the grievance. Either party may have a representative present at such a conference.

3. Third Level

If the grievant is not satisfied with the decision by the Personnel Officer and the grievance alleges violation of the MOU, he/she may request the Association to submit the grievance to advisory arbitration, or appeal directly to the City Manager.

a. Advisory Arbitration

If the Association concurs with the employee request for advisory arbitration, the Association shall, within twenty-eight (28) calendar days of the Personnel Officer's decision, submit a request in writing to the Personnel Officer for advisory arbitration of the dispute and the City shall comply with the request, except in cases of disputed arbitrability. The Association and the City shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the State Mediation and Conciliation Service to supply a panel of seven (7) names of persons experienced in hearing grievances for cities. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Advisory Arbitrator. The party who strikes first shall be determined by mutual agreement or by flipping a coin.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the City and the Association. All other expenses,

including fees and costs for witnesses and representatives, shall be borne by the party incurring them.

The Advisory Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues alleged in the grievance that were submitted to advisory arbitration. If the parties cannot agree upon the issues for the arbitrator to decide, the arbitrator shall determine the issue(s) to decide based on the grievance and other evidence submitted by the parties including the responses at the lower levels. In cases where the City contends that the grievance submitted is not arbitrable, the Advisory Arbitrator shall rule on the arbitrability of the issues.

The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or City policy.

After a hearing and after both parties have had an opportunity to make written arguments, the Advisory Arbitrator shall submit, within thirty (30) calendar days, to all parties, the written findings and advisory recommendations that he/she has prepared.

The City Manager has the power to render a final decision of a grievance which shall be binding on ALL parties. If, upon review, the City Manager determines that he/she is unable to render a final determination on the record, he/she may reopen the record for the taking of additional evidence prior to rendering the binding decision. Said decision of the City Manager shall be provided to all parties within thirty (30) calendar days of his/her receipt of the Advisory Arbitrator's findings and recommendations.

b. City Manager Review

If the Association does not concur with the employee request for advisory arbitration, the employee, within thirty-five (35) calendar days of the Personnel Officer's decision, may request and shall be granted a hearing by the City Manager which will be closed to the public but open to all parties at interest for final resolution of the grievance.

In instances where the City Manager hears a grievance, he/she shall conduct such hearings, which will be closed to the public but open to all parties in interest, as he/she may deem necessary and shall render a final and binding decision within thirty (30) calendar days following the conclusion of the hearing.

D. General Conditions

1. The Personnel Officer shall receive and retain copies of all written materials pertaining to the grievance.
2. At any step of the informal grievance, adjustment, or formal grievance procedure, a department director, supervisor, or employee may request a representative of Human Resources to participate in any discussions which may take place. Grievances may be initiated by the concerned employee or the Association.
3. A formal grievance, not involving a specific supervisor or department director, may be submitted directly to the Personnel Officer.
4. An employee may represent himself/herself or select whomever he/she desires to represent him/her in the grievance procedure.

5. If an employee fails to proceed with a grievance within any of the time limits specified in this policy, the grievance shall be deemed settled on the basis of the last decision reached.
6. If management fails to respond within any of the time limits specified in this policy, the employee may proceed to the next level as if management responded on the last day possible.
7. An extension of the time limits specified in this process may be provided when mutually agreed upon by all parties concerned.

Article 6 - Disciplinary Action

A. Disciplinary Authority

The department director shall have the right, for reasonable cause, to demote, dismiss, reduce in pay or suspend without pay for up to thirty (30) calendar days any regular member of the unit. An appeal process for "punitive action" other than a demotion, dismissal, reduction in pay or suspension is included as Attachment VIII to this MOU.

B. Discipline Procedure

The department director or designee proposing that action be taken shall provide the employee with written notice of the proposed action. The written notice shall contain the date it is intended to be effective, the charge(s) and facts on which the proposed action is based and notification that the employee is entitled to respond to the charges orally or in writing to the department director or designee within seven (7) calendar days of receipt of notification. Failure of the employee to make a written or oral response or request will constitute waiver of the right to respond. Further, the employee shall be provided with the relevant written materials, written reports and documents considered by the department director or designee in reaching his/her decision to propose the action.

If the employee elects to respond in person, a meeting shall be scheduled with the department director or designee to whom the employee shall be given the opportunity to respond to the proposed action. Subject to the provisions of Government Code section 3303(i), the employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.

If after following the above procedure discipline is implemented, a written notice of discipline shall be served upon the employee. Said notice shall inform the employee of his/her appeal rights, if any.

The director will hear employee responses to all contemplated disciplinary actions, which propose a penalty equal to or more severe than a forty-hour suspension without pay.

The City shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

The provisions of this Article shall not apply to reductions in pay, which are part of a general plan to reduce salaries and wages or to eliminate positions.

C. Appeal

1. Right of Appeal:

When formal disciplinary action has been taken by the department director or designee and the employee has received written notification of the action, the employee shall have the right to appeal as provided below.

Failure to appeal by the employee or his/her representative will make the disciplinary action final and conclusive.

2. Appeal Procedure:

An employee who has passed initial probation who has been demoted,

dismissed, reduced in pay or significantly suspended without pay, may appeal to the City Manager within fourteen (14) calendar days after having been furnished with a copy of the notice of discipline by filing a written answer to such charges and requesting a hearing thereon.

It is expressly understood that separation due to involuntary retirement for disability shall not be considered discipline for the purpose of this Article. Procedures for contesting separation due to involuntary retirement shall be as set forth in the City's Defined Benefit Retirement Plan for employees covered by that plan.

3. Hearing Procedure:

- a. The City Manager shall appoint a Hearing Officer to conduct hearings on appealable disciplinary actions imposed pursuant to this Article
- b. Hearings shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence.
- c. The Hearing Officer shall determine the relevancy, weight and credibility of testimony and evidence. The Hearing Officer shall base his/her findings on the preponderance of evidence.
- d. Each side will be permitted an opening statement and closing argument. The department director shall first present his/her witnesses and evidence to sustain the charges, and the employee will then present his/her witnesses and evidence in defense.
- e. Each side will be allowed to examine and cross-examine witnesses.
- f. Both the department director and the employee or their respective designees may be represented by legal counsel.

- g. The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.
- h. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.
- i. The Hearing Officer shall prepare a recommended decision and forward it to the City Manager after the matter of appeal was taken under submission by the Hearing Officer. The recommended decision shall set forth which charges the Hearing Officer sustains or does not sustain and the reasons therefore.
- j. After receiving the recommendation of the Hearing Officer, the City Manager may sustain or reject any or all of the charges filed against the employee. He/she may sustain, reject or modify the disciplinary action invoked against the employee.
- k. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay for necessary costs.

D. Dismissal:

Dismissal of any employee from the competitive service shall, unless otherwise ordered:

- 1. Constitute a dismissal as of the same date from all positions which the employee may hold in the competitive service.

2. Result in an automatic removal of the employee's name from all employment lists on which it may appear.
3. Terminate the salary of the employee as of the effective date of his/her dismissal, as indicated in the notice of discipline except that he/she shall be compensated for any unpaid salary, unused vacation and unused compensatory time off to his/her credit as of the date of dismissal.

Article 7 - Wages

A. Salary Adjustments

The salary ranges of classifications covered by this Agreement shall be as set forth in the Schematic Arrangement of Class Titles and Salary Ranges as shown on Attachment I.

Effective the pay period that includes November 12, 2022, the base salary of employees in this bargaining unit shall be increased by eleven percent (11%).

Effective the pay period that includes July 1, 2024, the base salary of employees in this bargaining unit shall be increased by three and one-half percent (3.5%).

Effective the pay period that includes July 1, 2025, the base salary of employees in this bargaining unit shall be increased by three and one-half percent (3.5%).

B. Salary Upon Promotion to Lieutenant

When a Sergeant promotes to Lieutenant, the employee's salary on promotion will be calculated as an eight percent (8%) increase over the employee's current base pay plus any P.O.S.T pay per the IPA MOU the employee is earning at the time of promotion, limited to the maximum of the Lieutenant range.

C. Management Incentive Pay

Employees in the IPMA Unit shall be eligible to receive three percent (3%) management incentive pay above their base salary, in recognition of the unique nature of their work. This pay will be included in establishing the employee's regular rate of pay for the purpose of calculating overtime.

D. Salary Schedule for Sworn Employees:

Separate from any Performance Evaluations and/or Performance Appraisals, the following pay schedule shall apply to all sworn full-time employees: All newly hired employees shall receive a 6% pay increase at the completion of six (6) months of service, and a 6% pay increase upon completion of one (1) year of service, and annually thereafter. All promoted employees shall receive a 6% increase at the completion of six (6) months of service, and a 6% increase after completion of one (1) year in their newly promoted assignment, and annually thereafter.

Employees whose salary is near the maximum of their salary range, will only receive that portion of the pay increase which increases their base pay up to the maximum of the salary range.

Employees whose salary is at the maximum of their salary range are not eligible for any salary increase.

E. Shift Differential Pay

Effective the pay period that includes November 12, 2022, employees will receive two percent (2%) shift differential compensation for those assigned to swing shifts (i.e., delta shifts).

Article 8 - Bilingual Pay

The Chief of Police shall designate which positions shall be assigned bilingual duties and which languages shall be eligible for bilingual pay. Qualified employees who meet the following criteria shall receive special compensation of two percent (2%) of an employee's

base rate of pay, while serving in such positions and utilizing such designated second language(s).

- A. An employee must be assigned to speak or translate a language in addition to English as part of their position responsibilities. This includes such specialized communication skills as sign language.
- B. To become qualified, employees must be certified as qualified by the Personnel Officer or designee.

Article 9 - Special Events and Overtime Pay

It shall be the responsibility of the Chief of Police to monitor the application of the special events policy, and he has the authority to exercise management rights as outlined in Article 2 of this Agreement.

The Chief of Police may assign employees covered by this Agreement to work at a special event in a management capacity. Employees working in this capacity shall be compensated at one and one-half (1.5) times the employee's classification's top range of pay which includes professional achievement and management incentive pay, if the City is reimbursed at the employee's rate of pay. Otherwise, the employee will be reimbursed at the Lieutenant rate.

If a special events supervisory position remains unfilled within seventy-two (72) hours of the start of the special event, a Police Lieutenant (paid at the rate of a top of range Lieutenant) or Police Commander may fill that position, as long as all City costs for such service are fully reimbursed by the vendor.

Police Lieutenants and Police Commanders qualify as employees exempt from overtime under the FLSA. However, under certain circumstances and only when authorized by the Chief of Police or his/her designee, employees covered by this agreement are eligible to

receive overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay. Examples of such circumstances may include watch commander shifts requiring a fill due to operational needs, when management oversight is required for extended emergency situations, etc.

Article 10 - Benefits

A. The City shall provide the following as options to the employee for employee and dependent coverage.

Medical

One (1) indemnity medical plan

Two (2) health maintenance organizations (HMO)

Dental

One (1) dental HMO (Guardian)

One (1) group dental PPO (Guardian)

Vision

One (1) vision care plan

The total cost to the City for medical, dental and vision insurance shall not exceed the following per month:

Employee Only	\$694.04
Employee plus one	\$754.04
Family	\$1064.31

The medical tier that the employee selects will drive the insurance cap that is applied to the employee’s health benefit selections. To the extent provided by the Internal Revenue Code, any premiums paid by an employee through payroll deductions for insurance coverage described herein shall continue to be paid with pre-tax dollars.

- B. Employees have the option of enrolling themselves and/or their dependents into a no-cost medical plan rather than being subject to the cap as set forth in Article 11, item A, above. Under the no-cost plan, the City will provide any HMO Medical Plan and any HMO Dental Plan offered by the City, as described in Article 11, item A, above. Under this option, employees may choose to upgrade from the HMO Dental Plan to the PPO Dental Plan, however the employee will be required to pay the difference in premium between the HMO Dental Plan and the PPO Dental Plan.

Effective January 1, 2015, any increase in the cost of the HMO Medical Plans over the costs in effect December 31, 2014, will be borne as follows: The City will pay ninety-five percent (95%) of the increased cost, and employees enrolled in HMO Medical Plans will pay the remaining five percent (5%) of cost increases in annual premiums. Each year thereafter, the amount paid by employees in prior years will be added to that portion of the increase (five percent - 5%) the employees will pay in the current year.

- C. Affordable Care Act Reopener

The City may reopen the MOU on the issue of health insurance solely for the purpose of discussing potential impacts from or modifications to the Affordable Care Act. The City shall make no changes to health insurance benefits or City contributions toward health insurance benefits under the reopener, absent mutual agreement between the City and IPMA.

- D. Employees not claiming dependents on their medical, dental, and vision plans shall receive \$150 per month. The stipend may be taken as taxable cash.

Employees who are able to demonstrate to the City's satisfaction that they have minimum essential coverage as defined by the Affordable Care Act, (through another source other than coverage in the individual market, whether or not obtained through Covered California) may opt out of participation in the City's health plan.

E. Citywide Insurance Committee

The Citywide Insurance Committee shall be composed of one representative from each of the following: Irvine Police Management Association, Irvine Police Association, Irvine Professional Employees Association, Irvine City Employees Association, Supervisory/Administrative employees, Management employees, Confidential employees and the Manager of Human Resources who shall be the Chairperson of the Committee.

The functions of the Committee shall be to review coverages, cost containment methods, claims processing service, and claims experience. The committee will be provided with such information and claims history, and proposed changes in rates or coverage.

F. Disability Insurance

1. The City shall provide major disability coverage with benefits at 66-2/3% of the employee's monthly earnings.
2. Pursuant to the City of Irvine Personnel Policy, the City shall continue to pay for the health, dental and vision (employee-only vision) benefits for the first six months for the employee out on long-term disability.

G. Life Insurance

Employees covered by this Agreement shall be provided a life insurance plan in the amount equal to a full year's base salary rounded up to the next \$1,000, with a minimum amount of \$85,000 and a maximum amount of \$150,000.

H. Telecommunication Allowance

Employees shall be provided a \$100 monthly allowance for cellular service. In addition, a reimbursement of up to \$1,000 for cellular equipment will be provided upon receipt of invoice once during a two year period, resetting in January of odd

numbered years. All purchases shall conform to the approved list of equipment as determined by the Chief of Police. All contracts for cellular service shall be between the provider and the individual.

I. Flexible Spending Account

The City shall administer a Flexible Spending Account (IRS Code Section 125) to provide employees a mechanism by which they may reduce their salary and pay for eligible expenses with pre-tax dollars. The Association agrees that the City will use what legal means exist to recover costs for claims paid in advance of sufficient employee payroll deduction being made, upon the employee's separation from the City.

J. Take Home Vehicle

Employees in the unit shall be provided with a take home vehicle to facilitate the ability to immediately respond to after-hours emergencies ensuring the safety of, and reducing any further risk to, the community. California law allows the incidental and minimal personal use of City vehicles. Employee use of his/her take home vehicle to transport a family member(s), or other person(s) who is not an employee of the City, that is minimal in nature and consistent with legal restrictions, is permitted.

No member of the department shall operate a city owned vehicle, when he/she has consumed an amount of alcoholic beverage or taken any drugs that would tend to adversely affect the officer's senses, judgement, or affect the officer's ability to operate a motor vehicle safely within accordance of the law.

Article 11 - Retirement Plan and Retiree Health Insurance

A. Extension of Health Insurance Beyond Retirement

Any employee covered by this MOU who retires and has completed 15 years of service with the City or 10 years of service with the City and has reached the age

of at least 50 years, or who has been medically retired at any age, shall be entitled to purchase the medical insurance plan in effect at the time. The employee shall pay the City premium group rates for employee and the employee's dependents, at the cost to the former employee, now retiree.

The spouse of an eligible retired unit member may continue to purchase the medical insurance after the death of the retired employee, provided that the spouse was covered under a City insurance plan at the time of the retired employee's death and provided that there has been no break in coverage since the employee's retirement. This eligibility for continued coverage ceases if such spouse remarries.

B. Retiree Health Benefits

Employees who previously participated in the Irvine Employees Benefit Trust (IEBT), formerly VEBA, administered by the Irvine Police Association (IPA) shall remain in the plan. The employee and City contribution rates shall be as follows:

Effective the pay period including November 12, 2022, the City shall contribute on behalf of each employee, an amount equal to six and one-quarter percent (6.25%) of each employee's base salary.

The employee contribution amount may be changed by a majority membership vote outside of negotiations with the City. If a change is voted upon and approved, written notice must be given to the City so that the group/membership employee contribution can be changed through Payroll.

The City contribution for employees not participating in the IEBT shall be six and one-quarter (6.25%) of base salary to a Retiree Health Savings Account.

C. The provisions of section C shall apply to all new employees and to employees, as of February 2, 2002, who elected to waive their rights in the City of Irvine Defined Pension Plan and who elected to transfer to the CalPERS program through the

irrevocable election process. All members covered by CalPERS shall no longer be entitled to any benefits past, present or future, provided by the City of Irvine Defined Benefit Pension Plan.

1. The City's contract with CalPERS shall include the following options:
 - 3% at 50 Full Formula for Local Police Safety Members (Cal. Govt. Code Section 21362.2)
 - One Year Final Compensation (Cal. Govt. Code Section 20042)
 - Military Service Credit as Public Service (Cal. Govt. Code Section 21024), in which the employee pays the entire cost
 - Post Retirement Survivor Allowance (Cal. Govt. Code Sections 21624, 21626 and 21628)
 - Improved Non-Industrial Disability Allowance (Cal. Govt. Code Section 21427)
 - Fourth Level 1959 Survivor Benefits (Cal. Govt. Code Section 21574).

All employees hired on or after the effective date of the CalPERS contract (February 5, 2002) shall become members of the CalPERS Retirement Program. Employees who promote into IPMA, who had previously elected to waive their rights to the CalPERS program and remained in the City of Irvine Defined Benefit Pension Plan through the irrevocable election process, shall remain in the City of Irvine Defined Benefit Pension Plan and be covered by its provisions as noted in their former MOU.

Once a member of the CalPERS Retirement Program, such participation shall continue until the employee terminates employment with the City for any reason.

2. All "New Members" within the meaning of the California Public Employees Pension Reform Act of 2013 hired by the City on or after January 1, 2013, will be placed in the Sworn Tier 3 Plan; 2.7% at 57.

3. Member Contribution

- a. All “New Members” hired by the City on or after January 1, 2013, will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.
- b. For employees who are members of the City’s 3% at 50 CalPERS plan, the full nine percent (9%) member contribution will be paid by the member through pre-tax payroll deduction. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

4. Cost Sharing:

- a. All unit members enrolled in CalPERS who are not new members under PEPRA currently contribute an amount through payroll deductions equal to an additional three percent (3.0%) of compensation earnable as cost sharing of the City’s required contribution to CalPERS under Government Code Section 20516(f).

Effective the pay period including July 1, 2024, these employees shall contribute through payroll deductions an additional one-half percent (0.5%) of compensation earnable as cost sharing of the City’s required contribution to CalPERS under Government Code Section 20516(f), for a total of three and one-half percent (3.5%).

Effective the pay period including July 1, 2025, these employees shall contribute through payroll deductions an additional one-half percent (0.5%) of compensation earnable as cost sharing of the City’s required contribution to CalPERS under Government Code Section 20516(f), for a total of four percent (4%).

These cost sharing deductions shall be made on a pre-tax basis to the extent allowed under applicable law. These employees are responsible for paying additional pension contributions as noted above as cost sharing in accordance with Government Code section 20516(f). To the extent permitted by law, the parties agree that these additional pension contributions as noted above shall be considered member contribution per Government Code section 20516.5. However, the City shall be under no obligation to amend its contract with CalPERS in order to ensure that the additional pension contributions noted above are treated as employee contribution.

- b. Effective July 1, 2024, all unit members enrolled in CalPERS who are members under PEPRA shall contribute an amount through payroll deductions equal to one-half percent (0.5%) of compensation earnable as cost sharing of the City's required contribution to CalPERS under Government Code Section 20516(f).

Effective July 1, 2025, these employees shall contribute through payroll deductions equal to an additional one-half percent (0.5%) of compensation earnable as cost sharing of the City's required contribution to CalPERS under Government Code Section 20516(f), for a total of one percent (1%).

These cost sharing deductions shall be made on a pre-tax basis to the extent allowed under applicable law. These employees are responsible for paying additional pension contributions as noted above as cost sharing in accordance with Government Code section 20516(f). To the extent permitted by law, the parties agree that these additional pension contributions as noted above shall be considered member contribution per Government Code section 20516.5.

However, the City shall be under no obligation to amend its contract with CalPERS in order to ensure that the additional pension contributions noted above are treated as employee contribution.

5. Uniform Valuation

Sworn officer uniforms will be valued annually and shall be expensed for PERS purposes (except for “new members” as defined by PEPRRA) on a bi-weekly basis. The uniform valuation amount is \$25.47 per pay period.

Article 12 - Police Management Professional Achievement Plan Program

- A. An employee will be eligible for a seven percent (7%) Professional Achievement benefit upon completion of a California P.O.S.T. Management course. This benefit shall cease if the employee is not eligible and/or does not apply for his/her P.O.S.T. Management Certificate within two years of being promoted.
- B. An employee will be eligible for an additional five percent (5%) Professional Achievement benefit upon completing a two-year P.O.S.T Command College or attaining a Master’s Degree in Criminal Justice, Sociology, Public Administration, Business Administration, or a related field from an accredited college or university. The five percent (5%) benefit shall be calculated on a base amount that includes the seven percent (7%) benefit described in Section A above.
- C. Effective the pay period that includes November 12, 2022, employees will be eligible to receive up to five percent (5%) professional certification pay upon completion of official law enforcement command programs approved by the Chief of Police. The concept of this item presumes certain programs may award the entire 5%, while others may award a portion thereof . Program parameters are to be finalized in consultation with the Chief of Police.

Article 13 - Administrative Leave

Employees shall not be required to charge accrued paid leave accounts or take leave without pay for an absence of less than four hours for personal reasons. Effective the first full payroll period in January of each year, employees will receive sixty (60) hours of Administrative Leave per calendar year. Administrative Leave will be prorated on a monthly basis for Police Management employees appointed into the IPMA unit during the calendar year. Additional Administrative Leave may be approved by the department director or City Manager. Administrative Leave must be used by the end of the calendar year and such hours shall not be accrued from year-to-year or paid off upon termination.

Although an employee will not be required to charge accrued paid leave accounts or take leave without pay for an absence of less than one day, employees who will be absent from work for more than one day are required to receive approval from the Chief of Police or his/her designee before such leave is taken.

The City shall convert all unused 2023 Administrative Leave in the employee's bank as of December 31, 2023 (which would have otherwise expired as of January 1, 2024), to non-expiring, non-cashable, leave. This is a one-time conversion and all other provisions pertaining to the treatment and use of such leave remain in effect.

Article 14 - Annual Physical Examination

Effective January 1, 2023, the \$500 Annual Physical Examination reimbursement program will be eliminated. Employees covered by this agreement will instead be eligible to participate in the Irvine Police Department's Cardiovascular Screening Program (as outlined in Attachment VI of the IPA MOU) at no cost to the employee.

Article 15 - Leaves

A. Vacation

Police Commanders and Police Lieutenants shall accrue vacation credits on a monthly basis as follows:

<u>Years of Service</u>	<u>Annual Vacation Credits</u>	<u>Maximum Accrual</u>
1 through 3	120 hours	360 hours
after 3 through 10	160 hours	480 hours
after 10 or more	200 hours	600 hours

“Years of Service” is defined as consecutive, full-time service with the City of Irvine. When an employee earns vacation in excess of the cap on accrual, the employee shall be paid for the vacation during the pay period earned and the employee’s base rate of pay. The times during a calendar year at which an employee may take his/her vacation shall be determined by the Chief of Police or his/her designee with due regard for the wishes of the employee and particular regard for the needs of the City.

In the event one or more municipal holidays occur while an employee is on an annual vacation leave, such holidays shall not be charged as vacation leave but rather as holidays.

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination. Accrued vacation will be cashed out at the final rate of pay, which is base rate plus any Police Management and Professional Achievement Plan incentive pays to the extent that an employee qualifies for the particular incentive pay.

B. Vacation Buyback

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation which will be earned in the following calendar year at the employee’s regular rate of pay (inclusive of all speciality pay). The employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. Payment will be made by Thanksgiving. However, if the

employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

C. Personal Sick Leave

Employees shall accrue Personal Sick Leave credits at the rate of eight (8) hours per month.

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or designee two (2) hours prior to the time set for beginning his or her daily duties, or as may be specified by the director of his/her department. When absence is for one workday or more, the employee may be required to file a physician's certificate with the Personnel Officer, stating the nature of the illness.

An employee receiving temporary disability payments under the Workers' Compensation Laws may use a pro-rated amount of accumulated sick leave in order to continue to maintain his/her regular income. Under such circumstances, the employee shall submit any benefit payments from the Workers' Compensation fund to the Finance Officer.

D. Personal Sick Leave Conversion

1. Regular employees shall be eligible, if they so desire, each quarter (January 1, April 1, July 1, October 1) to convert unused personal sick leave in excess of 168 hours to vacation in whole hour increments. The conversion rate shall be based on years of consecutive full-time service with the City of Irvine as follows:

<u>Years of Service</u>	<u>Conversion Rate</u>
0 through 10	33% (i.e. 3 hours of sick for 1 hour of vacation)
10 through 20	50% (i.e. 2 hours of sick for 1 hour of vacation)

20 through 25	80% (i.e. 5 hours of sick for 4 hours of vacation)
25 +	100% (i.e. 10 hours of sick for 9 hours of vacation)

2. On or before the pay period which includes October 1 of each calendar year, regular employees shall be eligible to convert unused personal sick leave in excess of 168 hours to cash at the employee’s base hourly rate. The conversion rate shall be based on years of consecutive full-time service with the City of Irvine as follows:

<u>Years of Service</u>	<u>Conversion Rate</u>
0 through 10	33%
10 through 20	50%
20 through 25	80%
25 +	100%

3. For those employees who separate from the City for any reason other than discipline, sick leave will be converted to cash based on the conversion rate chart below. For employees with less than 15 years of consecutive full-time service, the sick leave will be converted to a cash payout based on the conversion rate below. For employees with 15 or more years of consecutive full-time service, one hundred percent (100%) of the converted value will be contributed to the Retiree Health Savings (RHS) account (Involuntary medical separation is not considered separation due to discipline).
4. For those employees who separate from the City for any reason other than discipline, and who are retired from the United States uniformed services and are eligible for Tricare Prime coverage, the City will convert the employees sick leave to cash based on the conversion rate chart below, regardless of the employees number of years of consecutive full-time service with the City.

Sick leave conversion rate upon retirement shall be as follows:

<u>Years of Service</u>	<u>Conversion Rate</u>
0 through 5	0
5 through 10	33%
10 through 20	50%
20 through 25	80%
25 +	100%

“Years of Service” is defined as consecutive, full-time service with the City of Irvine. Upon death of an employee, the designated beneficiary shall receive the full value of applicable conversions.

E. Personal Leave

1. Effective the pay period which includes January 1 of each year employees will receive eighty (80) hours of personal leave. Such hours shall not be carried over from year to year. This leave has no cash value and cannot be cashed out. If, at the end of the calendar year, the employee has any of this leave on the books, with the pay period including January 1, he/she will be provided with whatever amount of leave is necessary to bring his/her bank up to eighty (80) hours. Regular and probationary employees who commence employment with the City or return from an unpaid leave of absence from the City after January 1 will receive twenty (20) hours less Personal Leave for every three (3) months the employee is not on paid status with the City.
2. The employee shall notify his/her immediate or designated supervisor of the use of a Personal Leave day at least 24 hours in advance unless circumstances beyond the employee's control prevent such notification.

The City shall convert all unused 2023 Personal Leave in the employee's bank as of December 31, 2023 (which would have otherwise expired as of January 1, 2024), to non-expiring, non-cashable, leave. This is a one-time conversion and all other provisions pertaining to the treatment and use of such leave remain in effect.

3. In recognition of the Association's inability to telecommute, effective January 1, 2023, all employees will receive up to 40 hours of additional Personal Leave upon hire and annually in January thereafter. This leave is non-cashable and will expire on December 31 of the year it is awarded.

Employees who commence employment with the City or return from an unpaid leave of absence from the City after January 1 will receive ten (10) hours less of this Personal Leave for every full three (3) months the employee is not in paid status with the City.

F. Bereavement Leave

Upon request, employees shall receive up to forty (40) hours in any one (1) instance for absence necessitated by the death of immediate family members.

The immediate family shall be defined as the spouse, registered domestic partner, children, parents, brothers, sisters, grandparents, parents-in-law, grandparents in-law or other individuals whose relationship to the employee is that of a dependent or a domestic partner as defined by California Family Code section 297, or a person who stood *in loco parentis* (in place of a parent) to the employee.

Where such death has occurred and upon request of the department director the employee shall furnish satisfactory evidence of such death.

G. Parenthood Leave

1. A regular employee will be granted a parenthood leave of absence with pay not to exceed 160 hours per year upon presentation of evidence to his/her department director of the birth or adoption of the employee's child or children. Any such leave must be taken within one year of the birth or adoption of the employee's child or children.

2. A regular employee may be granted a single parenthood leave of absence without pay upon approval from the City Manager not to exceed 180 calendar days per year upon presentation of evidence to his/her department director of the birth or adoption of the employee's child or children. Any such leave will run concurrently with parenthood leave as provided for under the FMLA and CFRA.

H. Military Leave

An employee shall be entitled to such benefits as are provided by law under CA Govt Code § 19775. In addition to military leave benefits provided by federal or state laws, each full-time employee covered by this agreement who has been (within the last year) or is called to active military duty with the Armed Forces of the United States, shall receive the same vacation, sick leave, and other leave accruals that the employee would have received from the City if he or she had not been called to active military service. An employee requesting such military leave, shall present a copy of his/her military orders to his/her department director prior to the beginning of the leave.

I. One-Time Off Cycle Conversion of Leave to Cash

Effective the pay period including July 1, 2023, employees shall have the option to convert up to 40 hours of leave to cash. Employees may use any type of leave for this one-time conversion.

J. Conversion of Personal Leave to Vacation

Effective the pay period including July 1, 2024, and annually on July 1, thereafter, employees may convert up to 40 hours of Personal Leave to Vacation time.

Article 16 - Holidays and Holiday Pay

The recognized holidays to be observed by the City in each calendar year during the term of this Agreement shall be as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

The City shall determine the actual dates for each of the twelve (12) foregoing holidays. Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner. These provisions shall not apply to employees who work on the following holidays which shall be observed on the actual dates: New Year's Day-January 1; Independence Day-July 4; Christmas Eve-December 24; and Christmas Day-December 25.

Employees required to work without regard to Holidays, shall receive a total of 120 hours Holiday compensation each calendar year for all recognized Holidays listed in this Article. Holiday compensation shall be paid in the pay period of the recognized Holiday. All Holiday compensation will be paid at an employee's hourly base salary or at one and one-half times his/her base hourly rate plus the following additional forms of compensation as described below in this Article:

- a. Management Incentive Pay
- b. Police Management Professional Achievement Pay
- c. Shift Differential Pay
- d. Bilingual Pay

Employees who work a shift on a holiday which has been designated as such by the City shall receive regular compensation consisting of ten (10) hours of pay at his/her regular rate of pay plus compensation at one-and one-half times his/her regular rate of pay for hours actually worked.

Employees who do not work on a holiday shall receive pay for such holidays in an amount equal to their regular rate of pay times ten (10) hours provided they are in a paid status for all or a portion of both the regularly scheduled workday immediately prior to the holiday and the regularly scheduled workday immediately after the holiday. To the extent the City is permitted by Title 2 California Code of Regulations, Section 571(a)(5) to report holiday compensation to CalPERS it will do so.

Any employee who is either on his/her regularly scheduled days off or who has been assigned the day off on any City holiday will receive the ten (10) hours Holiday Pay, plus time and one-half for any hours actually worked. As provided herein, paid status shall include any lawful absence by the employee for sick leave, family sick leave, personal leave, holiday, vacation, and any other paid leave of absence or time taken for compensatory time off.

Article 17 – Clothing Reimbursement

Employees may (with the provision of receipts) receive up to \$600 per year in reimbursement for clothing costs.

Article 18 - Education Reimbursement/Professional Development

Effective January 1, 2023, the Education Reimbursement/Professional Development program will be eliminated.

Employees covered by this Agreement shall be eligible for reimbursement of pre-approved education or professional development expenses up to a maximum of \$1,300 per calendar year. Permitted use of funds, subject to approval of the Police Chief, includes:

- Tuition, books, laboratory and parking fees.
- Training, certification maintenance and course fees.
- Professional association memberships, seminars, conferences, including material fees, and travel costs. Travel, hotel and meal expenses for conferences, seminars, and/or job-related training are allowed subject to all guidelines established by City travel policies and procedures.
- Technology purchases including smartwatches, tablets and laptops (cellular phones excluded).
- Purchase of business attire, suits and/or uniforms.
- Up to \$500 of the employee's annual allotment may be used towards gym membership fees, exercise classes, and unreimbursed expenses associated with longevity screenings and/or an annual physical.
- Reimbursement of work-related equipment purchases and expenses. The list of approved equipment/expenses to be used in the course of employment will be maintained by the Police Department and is subject to approval by the Police Chief.
- For employees who have passed probation, purchase of a secondary or back-up firearm once every five (5) years to be used for work-related purposes. The firearm purchased must be a department authorized firearm which will be the personal property of the employee.

Article 19 - Health and Wellness Benefit

Employees covered by this agreement shall receive \$1,000 per year as a health and wellness benefit. While the use of these funds are at the employee's sole discretion, they may be used to offset work related expenses, training costs and may also go toward gym membership fees, exercise classes, and unreimbursed expenses associated with

longevity screenings and/or an annual physical examination. Payment shall be made in lump sum proactively upon hire and annually in January thereafter, to all employees active at time of processing. Employees will not need to submit receipts to be eligible.

Article 20 – Public Safety Equipment Reimbursement Program

Employees covered by this agreement shall receive \$300 for work-related equipment purchases and expenses per calendar year. Annual payments shall be made in lump sum proactively upon hire and annually in January thereafter, to all employees active at the time of processing. Employees will not need to submit receipts to be eligible.

Article 21 - City Manager's Award for Employee Achievement

Management may recommend an employee achievement program that will provide financial awards to regular full-time and/or regular part-time City employees.

Article 22 - Hours of Work

The employees' work schedule shall be ten (10) hours per day including briefing and lunch, for four (4) days during their FLSA workweek. Management will determine shift starting times and shift configuration under the 4-10 plan.

Article 23- Promotions

Promotion to Police Commander and Assistant Police Chief

Employees meeting the minimum qualifications will have the opportunity to seek promotion to the ranks of Police Commander and Assistant Police Chief as vacancies occur at those ranks. The parties agree that the Chief of Police has the right to make a direct appointment to the classifications of Police Commander and Assistant Police Chief without utilizing a recruitment process.

If there are three candidates who meet the minimum qualifications for Police Commander, the City will fill the vacancy with an internal candidate. For the rank of Assistant Police Chief, the City retains the right to fill that vacancy either with an internal or external (from outside the City) appointment.

Article 24 – Layoff

For purposes of determining layoffs/demotions based on a reduced work force, seniority will be determined by total time as a full-time sworn employee of the Irvine Police Department. All other seniority within the department is based on time in grade by classification.

Article 25 - Completion of Meet and Confer Process

Each of the parties hereto agrees that it has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meet-and-confer in accordance with State laws and local ordinances and regulations. Except as otherwise provided herein during the term of this MOU, the parties expressly waive and relinquish the right to meet and confer except by their mutual consent with respect to any subject or matter, whether referred to or covered by this MOU or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City and Association at the time they met and conferred or executed this MOU, and even though subjects or matters were proposed and later withdrawn. The express provisions of this MOU constitute the only limitations upon the City's rights to determine, implement, supplement, change, modify, or discontinue in whole or in part any term or condition of employment or adopt any policy, rule, regulation or practice as the City deems fit and appropriate, provided, however, that the City shall comply with all federal and State laws relating to employee rights, opportunities, and benefits, except for the requirement to meet and confer with regard to such change, alterations, modifications, or exercise of the reserve powers of this MOU, which right has been expressly waived by the Association.

Article 26 - Concerted Activities

Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association hereby agrees that during the term of this MOU and through the completion of labor negotiations or until either party declares impasse, neither it nor its members or agents, representatives or persons acting in concert with any of them, shall incite, engage or participate in any strike, walkout, slowdown, sick-out or other work stoppage of any nature against the City whatsoever, or wheresoever located, including but not limited to disputes which are related to the subject matter contained in this MOU; disputes which are specifically not subjects of this MOU; disputes between the City and other employee organizations, persons or employees; jurisdictional disputes. In the event of any strike, walkout, slowdown, sick-out or other work stoppage or threat thereof against the City, the Association and its officers will take all steps reasonable within their control to end or avert the same.

Those represented by the Association will not authorize, engage in, encourage, sanction, recognize or assist in any strike, slowdown, walkout, sick-out or other work stoppage against the City or picket in furtherance thereof, or participate in unlawful concerted interference in violation of this provision, or refuse to perform duly assigned services in violation of this provision. It is understood that any person represented by the Association found in violation of this provision will be subject to discipline, including termination, as determined by the City Personnel Officer, according to personnel rules and regulations.

Article 27 – Term

The terms and conditions of the MOU will be effective the date of City Council approval of the Agreement unless otherwise stated in the MOU.

The Agreement shall remain in force and effect until June 30, 2026, and supersedes all other agreements between the parties.

CITY OF IRVINE

IRVINE POLICE MANAGEMENT ASSOCIATION

By: *Brian King*
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By: *Kyle Turner*
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By: *Jimnee Medina*
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By: *Dave Klug*
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ATTACHMENT I
 IRVINE POLICE MANAGEMENT ASSOCIATION
 Schematic Arrangement of
 Class Titles and Salary Ranges
 for Police Lieutenants and Police Commanders (Exempt)

<u>CLASS TITLE</u>	<u>APPROXIMATE MONTHLY EQUIVALENT</u>	<u>APPROXIMATE ANNUAL RATE</u>
<u>Effective November 12, 2022</u>		
Police Lieutenant	\$11,765.87-16,534.27	\$141,190.40-198,411.20
Police Commander	\$12,722.67-17,922.67	\$152,672.00-215,072.00
<u>Effective July 25, 2023</u>		
Police Lieutenant	\$11,790.13-16,558.53	\$141,481.60-198,702.40
Police Commander	\$12,746.93-17,946.93	\$152,963.20-215,363.20
<u>Effective July 1, 2024</u>		
Police Lieutenant	\$12,202.67-17,137.47	\$146,432.00-205,649.60
Police Commander	\$13,192.40-18,574.40	\$158,308.80-222,892.80
<u>Effective July 1, 2025</u>		
Police Lieutenant	\$12,629.07-17,737.20	\$151,548.80-212,846.40
Police Commander	\$13,653.47-19,224.40	\$163,841.60-230,692.80

ATTACHMENT II

CITY OF IRVINE – IRVINE POLICE MANAGEMENT ASSOCIATION TRANSITION AGREEMENT FOR PERS BENEFITS

This Transition Agreement (“Agreement”) is entered into effective as of July 1, 2001, by and between the City of Irvine (“City”) and the Irvine Police Management Association (“IPMA”) pursuant to Article 12 of the Memorandum of Understanding (“MOU”) between the City and the IPMA effective July 1, 2001. This Agreement sets out details for transition from the existing City Sworn Police Defined Benefit Pension Plan (“City DB plan”) to the California Public Employees’ Retirement System (“PERS”) for providing retirement and related benefits to IPMA represented, active City employees (“IPMA employees”) as of January 1, 2002.

BACKGROUND FACTS

- A. The City and the IPMA have entered into an MOU under which the City will contract with PERS for PERS to provide retirement benefits to IPMA employees instead of the City providing retirement benefits under the City DB plan.
- B. The level and type of benefits that will be provided by PERS to IPMA employees are provided in Article 12 of the MOU. The specific benefits are governed by PERS rules and regulations.
- C. Under the MOU, the provision of benefits by PERS to IPMA employees is contingent upon a number of events, set out below.

AGREEMENT

The City and IPMA agree as follows with respect to the provision of retirement and related benefits by PERS to active City employees who are represented by IPMA:

1. Agreement Is Part of the MOU

This Agreement is an integral part of the MOU, and is based on the same consideration that supports the MOU.

2. PERS Benefits are Contingent

The PERS benefits provided in Article 12 of the MOU shall be provided to active IPMA employees only upon the occurrence of all of the following events:

- a. The City and PERS shall enter into an agreement that is reasonably satisfactory to the City for PERS to provide such benefits. The City shall make reasonable efforts to enter into such an agreement by January 5, 2002.
- b. The Irvine Police Association shall enter into an agreement with the City that is substantially the same as this Agreement, for its represented employees, prior to any execution of an agreement between the City and PERS.
- c. A sufficient majority of IPMA employees and other qualified employees elect to participate in PERS instead of the City DB plan to provide retirement and related benefits. The election shall be conducted in accordance with PERS rules and the sufficient majority shall be determined in accordance with PERS rules.
- d. If a sufficient majority elects PERS instead of the City DB plan, each existing IPMA-represented employee is given a one time irrevocable option to waive out of the City DB plan and to instead become a member of PERS for his or her retirement and related benefits. Such option shall be exercised at the time and in the manner established by the City in accordance with PERS rules.
- e. The transfer of appropriate plan assets from the City DB plan to PERS is completed pursuant to an agreement between the City and PERS.

3. Effective Date of Change to PERS

- a. The effective date of the PERS retirement plan shall be January 5, 2002, or as soon thereafter as is practical pursuant to an agreement between the City and PERS.

- b. No change shall be effective prior to the date that all elections and choices described herein are completed, all necessary or appropriate agreements have been executed with PERS, and all necessary and appropriate actions taken under such agreements.
- c. Prior to the effective date of a change to PERS (if any), the terms and conditions of the City DB plan shall govern the benefits of all IPMA-represented employees. Therefore, for example, the City DB plan shall govern the benefits paid and payable to IPMA employees prior to such effective date for events such as: retirement, death, disability and purchase of service.
- d. The City shall expeditiously take all reasonable steps to provide for an effective date of January 5, 2002. However the City and IPMA recognize and acknowledge that PERS has authority over the timeline for implementation and may be unable to act as quickly as is preferred by either the City or the IPMA.

4. Benefits And Other Factors May Be Changed In The Future

- a. The optional PERS benefits that will be provided to active IPMA employees are provided in Article 12 of the MOU, subject to this Agreement and PERS rules.
- b. Except to the extent required by law and subject to vested rights acquired by affected employees, the City does not promise that these PERS benefits, or the benefits provided by the City DB plan, will remain unchanged after the end of the current term of the MOU. The IPMA explicitly acknowledges the limitation set out by this section.
- c. Subject to vested rights acquired by employees, other factors that may affect benefits paid from the City DB plan and from PERS may also change in the future, including but not limited to the method of plan governance and the investment strategy and results of each of these plans. The IPMA explicitly acknowledges that such factors may change.

5. Elections Required To Join PERS

- a. All active employees represented by the IPMA, and other eligible employees pursuant to rules of PERS, including the current active members of the IPA, will participate in an election to choose (or not choose) PERS instead of the City DB plan.
- b. The election shall occur at the time and place and in the manner prescribed by PERS rules and in accordance with the agreement between the City and PERS.
- c. If a sufficient majority (as defined by PERS rules) votes to choose PERS to provide retirement and related benefits, then each IPMA-represented employees shall have the right to individually waive out of the City DB plan and instead transfer to PERS. Such choice shall be allowed only once for any current active IPMA-represented employee and his or her choice shall be irrevocable.
- d. Any IPMA-represented employee who transfers to PERS shall have his or her retirement and related benefits provided by PERS pursuant to the provisions of Article 12 of the MOU. All factors and other elements that are used to determine the amount and form of benefits payable from PERS shall be as provided by PERS, and shall not be governed by the City DB plan.
- e. Prior to any election and any individual choice described in section 5,c above, the City will request that PERS take reasonable steps to provide each IPMA-represented employee with generally relevant information concerning PERS. Each IPMA-represented employee has the individual responsibility, however, to obtain all information that is relevant for his or her benefits and for his or her decision in an election or individual choice. The City expressly disclaims all responsibility for any decision in an election or individual choice made by any IPMA-represented employee with respect to participating in PERS or in the City DB plan.
- f. Every employee represented by IPMA who is hired by the City on and after the effective date on which retirement and related benefits are provided to IPMA employees from PERS shall automatically participate in PERS for those benefits

and shall not be eligible to participate in or receive any benefits from the City DB plan (or any other retirement plan) of the City.

6. Transfer of Assets to PERS from the City DB Plan

- a. If the conditions required for a transfer from the City DB plan to PERS are satisfied, then the City shall direct the Board of Trustees of the City DB plan to transfer all appropriate assets (except as provided below) of the City DB plan directly from the trust of the City DB plan to the appropriate PERS fund. Such transfer shall occur at the time and in the manner set out by agreement between the City and PERS and in accordance with the PERS rules.
- b. Assets shall be retained in the trust fund under the City DB plan in an amount to pay for benefits accrued to date and reasonably projected to be accrued during the relevant plan members' remaining working lifetime for IPMA employees who choose to remain in the City DB plan.

7. Transfer of Liabilities for Benefits to PERS from the City DB plan

- a. If the conditions required for a transfer from the City DB plan to PERS are satisfied, then any responsibility and liability for retirement benefits will be assumed by PERS according to the provisions of the MOU, PERS rules and the agreement between the City and PERS. For employees who elect to participate in PERS, the City DB plan will no longer be liable for any benefits.
- b. Liabilities for benefits shall be retained by the City DB plan for benefits earned by IPMA employees who choose to remain in the City DB plan.

8. Administration of the City DB plan

- a. Prior to a transfer (if any) of any assets or liabilities from the City DB plan to PERS, the City DB plan shall be governed in accordance with the current plan document, trust document and current practices.
- b. The City shall have full responsibility and authority, as Plan Administrator of the City DB plan, to implement any agreement of transfer of assets and benefit liabilities from the City DB plan to PERS.

- c. The Board of Trustees under the City DB plan shall be directed by the City to cooperate to the fullest possible extent with the Plan Administrator, the City, and PERS to transfer and to facilitate the transfer of assets of the City DB plan to the appropriate PERS fund.
- d. After the transfer (if any) of assets from the City DB plan to PERS has been substantially completed, the City shall amend the City DB plan to reconstitute the Board of Trustees to consist of one or more persons who can most appropriately (in the judgment of the City) act as trustee for the limited amount of assets remaining in the City DB plan. The City shall also amend the City DB plan to limit the role of the Committee under the City DB plan to making disability determinations in the manner that it currently does.

9. Termination of the City DB plan

Subject to the requirements of federal tax law governing qualified retirement plans, when all liabilities for benefits payable under the City DB plan have been paid or provided for (e.g., by transfer of assets and liabilities to PERS and/or by purchase of an annuity contract from a third party), then the City at its sole discretion may terminate and dissolve the City DB plan. On termination and dissolution, any plan assets that are in excess of liabilities shall revert to the City.

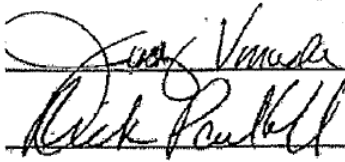
10. Miscellaneous

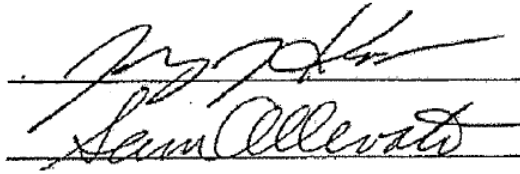
- a. The City, as administrator of the City DB plan and contracting employer under any PERS contract, shall have the responsibility and the authority to take all actions reasonable and appropriate to implement this Agreement, including but not limited to interpreting its provisions.
- b. To the extent that conflict exists between this Agreement and the MOU, this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set out below.

CITY OF IRVINE

IRVINE POLICE MANAGEMENT
ASSOCIATION





_____, 2001

10-25 _____, 2001

ATTACHMENT IV

IPMA SIDE LETTER AGREEMENT TO MOU
SALARY ON PROMOTION
CONTRACT PERIOD 7/16/05 – 6/30/07

Effective with the 2005 – 2007 MOU, the following modifications will be made:

For Sergeants promoted to Lieutenant, the salary on promotion will be calculated as an 8% increase over the current base pay plus any Police Management Professional Achievement Program (P.O.S.T.) pay, pursuant to Article XV of the IPA MOU, being earned at the time of promotion, limited to the maximum of the range.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set out below.

CITY OF IRVINE

IRVINE POLICE MANAGEMENT ASSOCIATION

Rick Paulell
Jan Walden
August 5, 2005

[Signature]
[Signature]
August 3, 2005

ATTACHMENT VI

IPMA SIDE LETTER AGREEMENT TO MOU
SALARY DIFFERENTIALS
CONTRACT PERIOD JULY 1, 2007 – JUNE 30, 2009


The 2007-2009 Memoranda of Understanding between the Irvine Police Management Association and the City of Irvine contains two references to differentials among the Lieutenant, Commander and Deputy Chief classifications. (Reference Article VIII-Wages and Attachment I).

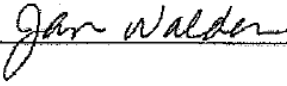
These provisions are not applicable during this contract period, unless the salary for Deputy Chief is increased in July 2008 to an amount greater than 9.59% over the top of range for Commander.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set out below.

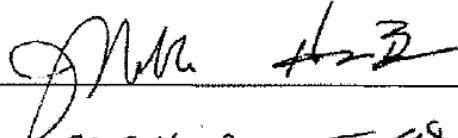
CITY OF IRVINE

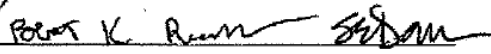
IRVINE POLICE MANAGEMENT ASSOCIATION



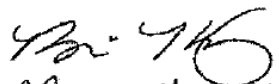
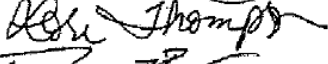



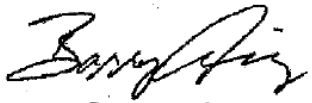




_____, 2007





_____, 2007

ATTACHMENT VII

IPMA Side Letter Agreement to MOU

Amendment to Holiday Pay

Contract Period: August 11, 2015 – August 10, 2017

Effective August 11, 2015

Effective with City Council Resolution 16-46, modifications were made to the following MOU Article:

HOLIDAY PAY

The amendment to Article 18, Holidays and Holiday Pay enacted on June 14, 2016, in the Memorandum of Understanding between the City of Irvine and Irvine Police Management Association for the time period of August 11, 2015, through August 10, 2017, shall be incorporated in the Memorandums of Understanding for the time periods of:

August 11, 2013 through August 10, 2015

August 11, 2011 through August 10, 2013 (amendment to extend the 2009-2011 MOU)

July 1, 2009 through June 30, 2011

Attachment VIII – Disciplinary Appeals Process

The following administrative appeal process is established pursuant to *Government Code* section 3304.5. This procedure shall not apply to disciplinary actions for which unit members already are entitled to receive an appeal hearing pursuant to Article 6 of the this MOU for demotion, dismissal, reduction in pay for disciplinary reasons, or suspension without pay. Moreover, this procedure shall not apply to appeals of punitive transfers, i.e. transfers which are imposed as corrective action following alleged misconduct by officers irrespective of whether a transfer will result in a loss of pay. A transfer which is not expressly intended as corrective action shall not be considered a punitive transfer regardless of whether it results in a loss of pay.

This procedure shall only apply to written reprimands, non-punitive transfers which result in a loss of pay, and any other punitive actions (as that term is defined by *Government Code* section 3303).

1. Right to Administrative Appeal

- A. Any unit member who is subjected to punitive action (within the meaning of *Government Code* section 3303) other than one which may be appealed pursuant to Article 6 of this MOU.
- B. The member shall not be entitled to appeal a punitive action prior to its imposition.
- C. A unit member who appeals a punitive action under this procedure shall bear his/her own costs in association with the appeal hearing, including but not limited to any and all attorney fees.

2. Notice of Appeal

- A. Within ten (10) calendar days of being notified of a punitive action, the unit member shall notify the Chief of Police in writing of his/her intent to appeal the punitive action.
- B. The notice of appeal shall specify the action being appealed and the grounds for the appeal.

- C. Failure to timely serve written notification of an appeal shall result in waiver of any right to appeal.

3. Hearing Officer

- A. The Chief of Police shall have ten (10) calendar days from receipt of the notice of appeal to appoint a hearing officer who is not embroiled in the controversy, i.e. a person who did not initiate or directly authorize the action in question.

- 1. The Chief of Police shall have discretion to appoint an employee of the City or a professional hearing officer, mediator or arbitrator to serve as the hearing officer

- 2. The Chief of Police shall have discretion to serve as the hearing officer.

- B. The hearing officer shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and issuing an advisory decision to the Chief of Police. The Chief of Police may adopt, modify, or reject the hearing officer's recommendations and advisory decision and the Chief's decision shall be final and binding.

- C. If the Chief of Police initiated, or directly authorized the punitive action being appealed, then the Personnel Officer of the City shall assume the responsibilities otherwise assigned to the Chief of Police under this procedure.

4. Burden of Proof/Persuasion

- A. If the action being appealed does not involve allegations of misconduct (i.e. allegations that the officer has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules), then the limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action. The Department's burden shall

be satisfied if the Department establishes that the action was reasonable, even though reasonable persons might disagree about whether the action was the best one under the circumstances.

- B. If the action being appealed does involve allegations of misconduct (i.e. allegations that the officer has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules) the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

5. Conduct of Hearing

- A. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
- B. The parties may present opening statements.
- C. The parties may present evidence through documents and testimony. Witnesses shall testify under oath. The oath may be administered by the hearing officer.
- D. The parties shall only be entitled to confront and cross-examine witnesses if the punitive action involves charges of misconduct.
- E. Following the presentation of evidence, if any, the parties may submit oral and/or written closing argument for consideration by the hearing officer.

6. Record of Hearing

If the punitive action involves an allegation of misconduct, then the hearing may be tape-recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

7. Representation

The unit member may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the unit member.

The Department shall also be entitled to representation at all stages of the proceedings.

8. Decision

A. The hearing officer should issue his/her advisory decision in writing within fifteen (15) calendar days of the submission of the case by the parties for decision. The written decision shall set forth proposed findings of fact and a proposed decision.

B. Within ten (10) calendar days of receipt of the advisory decision, the Chief of Police should serve the parties with written notice of his/her decision adopting, modifying, or rejecting the hearing officer's recommendations and decision.

If the Chief of Police modifies, or rejects the hearing officer's decision, then he or she shall review the entire record prior to making a decision.

The decision shall be served by first class mail, postage pre-paid, upon the unit member as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the unit member that the time within which judicial review of the decision may be sought is governed by *Code of Civil Procedure* section 1094.6.

ATTACHMENT IX
LABOR MANAGEMENT COMMITTEE REOPENER

The parties agree to meet and confer on July 1, 2025, to review, analyze, and develop recommendations that result from the Labor Management Committees referenced in Attachment X and XI. Neither party is under any obligation to agree to amend any terms of this contract as part of the of the aforementioned meet and confer process.

ATTACHMENT X
LABOR/MANAGEMENT COMMITTEE – BENCHMARK/MARKET STUDY

The City will undergo a classification/market study for the purposes of reviewing compaction, internal benchmark relationships, salary structure, and market placement among all cities in Orange County. The City will form a Labor/Management Committee upon completion of the study or January 1, 2024, (whichever is sooner) to review, analyze and develop recommendations for implementation during a July 2025 reopener.

ATTACHMENT XI
LABOR MANAGEMENT COMMITTEE – HEALTH INSURANCE STRUCTURE

Effective January 1, 2024, representatives from the City and the labor associations will form a Labor Management Committee for purposes of mer of the health insurance structure.