

CITY COUNCIL RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND COMPENSATION POLICY FOR CONFIDENTIAL EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 22-87 EFFECTIVE THE PAY PERIOD THAT INCLUDES JUNE 27, 2023

WHEREAS, revisions have been made to the Classification and Compensation Policy; and

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE as follows:

SECTION 1. SALARY RANGES

The pay grades of classifications to which confidential employees are assigned shall be as set forth in the Schematic Arrangement of Class Titles and pay grades as shown in Attachment I and be effective the pay period that includes June 27, 2023.

SECTION 2. OTHER COMPENSATION COMPONENTS

Eligible confidential employees shall receive additional compensation benefits as follows:

1. Pension:

- A. The provisions of this Section 2.1.A shall apply to employees, as of June 30, 2003, who elected to decline the CalPERS benefits.
 - 1) The City shall invest an amount equal to 12.448% of each employee's base salary in the City of Irvine Defined Contribution Pension Plan (DCPP). Employees shall become fifty percent (50%) vested in such plan upon completion of the probationary period. Thereafter, such vested interest shall increase at the rate of five percent (5%) for every Plan Year in which the employee completes one-thousand (1000) hours of service. Once the employee has completed five (5) years of service, he/she shall become 100% vested in the retirement plan.
 - 2) The City will deduct an amount equal to 6.552% of each employee's base salary to invest in the City of Irvine DCPP. It is understood that this payroll deduction shall be mandatory for all employees who elected to remain in the City of Irvine DCPP.
 - 3) All employees who elected to remain in the City of Irvine DCPP shall not be entitled to any CalPERS benefits, past, present, or future, as provided under Section 2.1.B of this Resolution. Employees, who

elected to remain in the City of Irvine DCP, shall continue participation until the employee terminates his/her employment from the City for any reason.

4) The City will utilize retirement plan forfeiture funds to offset the City of Irvine DCP administration and management costs.

B. The provisions of this Section 2.1.B shall apply to employees, as of June 30, 2003, who elected to waive their rights to the City of Irvine Defined Contribution Pension Plan (DCPP) and who elected to transfer to the CalPERS program.

1) The City's contract with CalPERS shall include the following options:

a. 2.7% @ 55 Full Formula for Local Miscellaneous Members (Cal. Govt. Code Section 21354.5)

b. One Year Final Compensation (Cal. Govt. Code Section 20042)

c. Military Service Credit as Public Service (Govt. Code Section 21024), in which the employee pays the entire cost

d. Improved Non-Industrial Disability Allowance (Cal. Govt. Code Section 21427)

e. 4th Level 1959 Survivor Benefits (Govt. Code Section 21574)

f. Limit Prior Service to Members Employed on Contract Date (Govt. Code Section 20938)

2) All eligible employees hired on or after July 5, 2003, the effective date of the CalPERS contract, shall become members of the CalPERS Retirement Program.

3) All active employees shall be members of CalPERS, unless they elected to decline the CalPERS benefits through the irrevocable election process. All employees covered by CalPERS shall no longer be entitled to any benefits past, present or future, provided under the City of Irvine DCP referenced in Section 2.1.A above.

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

5) The CalPERS vesting schedule will apply (Cal. Govt. Code Section 21060).

6) Employer-Paid Member Contributions and New CalPERS Tiers:

- a. The full eight percent (8%) cost of the CalPERS member contribution will be paid by the employee.
- b. Effective April 14, 2012, the City implemented the 2% @ 55 retirement program with the average of the three highest paid consecutive years for all employees hired on or after that date. Employees in the 2% @ 55 plan will pay the full 7% Member Contribution for the entire term of their employment.
- c. 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 become members of the City’s Tier 3 plan; 2% at 62 formula for Miscellaneous employees. Employees will pay the full employee contribution, which will be one-half the normal rate as determined by CalPERS and there shall be no employer payment of any of the required employee contribution.
- d. Effective the pay period including July 1, 2024, all Classic and PEPRA members shall contribute through payroll deduction an amount 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 the pay period including July 1, 2025, all Classic and PEPRA members shall contribute through payroll deduction 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%).

2. Retiree Health Plan:

- A.
 - 1) For employees in classifications covered by this Resolution and listed in Section A. of Attachment I, the City shall contribute an amount equal to three percent (3%) of each employee’s base salary in a Retiree Health Savings (RHS) account, which shall be administered by the employees covered in this Resolution.
 - 2) For employees in classifications covered by this Resolution and listed in Section B. of Attachment I, the City shall contribute an amount equal to two percent (2%) of each employee’s base salary in a Retiree Health Savings (RHS) account, which shall be administered by the employees covered by this Resolution.
- B. An employee who has retired from the City and has either attained the age of sixty (60) years or is fifty (50) years old and has completed five (5) years of service with the City shall be entitled to purchase the medical insurance plan in effect at the time of retirement at the City’s

rates for the employee and the employee's dependents at the cost to the former employee, now retiree.

- C. Each representation unit has determined the type of retiree health program in which its members shall participate. In order to ensure that the employees can maximize their benefits, the City agrees to allow employees to remain in the designated type of retiree health program throughout their service with the City, whether or not the employee moves to another representation unit(s). In the event an employee moves to another representation unit, the City will contribute an amount up to the contribution established for the new unit's retiree health plan and the employee will not be eligible to participate in any other non-voluntary health plan offered to City employees. If the City's contribution toward a retiree health plan in the new unit is less than what is required for the employee's designated retiree health plan, the difference will be deducted from the employee's pay.

3. 401a Retirement Plan:

The City shall contribute an amount equal to four percent (4%) of each employee's base salary in a 401a retirement plan annually, which shall be administered by the employees covered by this Resolution.

4. Health Insurance Benefits:

The City shall provide the following options to the employees for employee and dependent coverage, with noted exceptions.

A. Indemnity Medical Insurance

The City shall provide the option to employees to enroll in a medical indemnity insurance plan.

B. Indemnity Dental Insurance

The City shall provide the option to employees to enroll in a dental indemnity insurance plan.

C. Health and Dental Maintenance Organizations

The City shall provide the option to employees to enroll in a health maintenance organization and/or a dental maintenance organization.

D. Vision Care Plan

One (1) vision care plan.

- E. For employees who choose the PPO medical plan, the total cost to the City for medical, dental, and vision insurance shall not exceed \$694.04 per month, per employee, \$754.04 per month, per employee plus one (1) dependent or \$1,064.31 per month per employee plus family. The medical tier that the employee selects will drive the insurance cap that is applied to the employee's health benefit selections. The cost of the

dental enhanced plan, if selected by the employee, shall require employee premium contributions for the amount in excess of the premium for the standard plan.

- F. 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 item E., 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 item E., 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 95% of the increased cost, and employees enrolled in HMO Medical Plans will pay the remaining 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.

5. Disability Insurance:

The City shall provide a long-term disability insurance plan for employees.

6. Life Insurance:

- A. For employees listed in Section A of Attachment I:
The City shall provide a life insurance policy in the amount equal to a full year's base salary rounded up to the next \$1,000 for each employee.
- B. For employees listed in Section B of Attachment I:
The City shall provide a life insurance policy in the amount equal to a full year's base salary rounded up to the next \$1,000 for each employee.

7. Flexible Spending Account:

Employees may use pre-tax dollars to pay for eligible medical and dependent care expenses per Internal Revenue Code Sections 125 and 129. The City will use what legal means exist to recover cost for claims paid in advance of sufficient employee payroll deduction being made upon the employee's separation from the City.

8. Vacation:

- A. Employees listed in Section A of Attachment I shall accrue vacation credits as follows:

<u>Years of Service</u>	<u>Annual Vacation Credits</u>
1 through 3	80 hours
After 3 through 7	120 hours
After 7 through 10	130 hours
After 10 years or more	160 hours

B. Employees listed in Section B of Attachment I shall accrue vacation credits as follows:

<u>Years of Service</u>	<u>Annual Vacation Credits</u>
1 through 3	120 hours
After 3 through 10	160 hours
After 10 years or more	200 hours

Employees may not accrue more than eighty (80) hours of additional vacation beyond the annual rate at which they are eligible to earn vacation credits. When an employee earns vacation in excess of the maximum accrual, the employee shall be paid for vacation during the pay period earned and at the employee's base regular of pay.

The dates an employee may take his/her vacation shall be determined by the Department Director or the 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 falls within 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 but not used vacation leave earned prior to the effective date of termination.

9. 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 (in whole hour increments) which will be earned in the following calendar year at the employee's regular rate of pay (inclusive of all specialty pays). 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.

10. Personal Sick Leave:

Employees shall accrue personal sick leave credits at the rate of eight (8) hours per month.

Unless unforeseen and extenuating circumstances arise, in order to receive compensation while absent on sick leave, the employee shall notify her/his immediate supervisor or the Personnel Officer prior to or within one (1) hour after the time set for beginning her/his daily duties, or as may be specified by the head of her/his department. When absence is for one workday or more, the employee may be required to file a physician's certificate with the Personnel Officer or designee.

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 her/his regular income. Under such circumstances, the employee shall submit any benefit payments from the Workers' Compensation fund to the Finance Manager. An employee may be required to provide a doctor's release to return to work following an illness or injury resulting in an inability to perform assigned duties.

11. Personal Sick Leave Conversion:

Regular employees having less than ten (10) years of consecutive full-time service 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 one-hundred sixty-eight (168) hours at a ratio of eight (8) hours of vacation for every twenty-four (24) hours of personal sick leave. Employees with at least ten (10) years of full-time consecutive service shall be eligible to convert sick leave in excess of 168 hours at the ratio of eight (8) vacation hours for sixteen (16) sick leave hours. One hundred sixty-eight (168) hours must be accrued and retained prior to converting any excess personal sick leave hours to vacation hours.

Effective the pay period following April 1 of each year, regular full-time employees, whose unused personal sick leave has accumulated to more than 700 hours, must convert those hours in excess of 700 into their respective individual accounts in the Retiree Savings Plan, subject to a maximum conversion of 120 hours of sick leave per employee per year. The conversion of personal sick leave into the RHS account shall occur as follows:

- A. The City will convert unused personal sick leave into the Retiree Health Savings Plan for regular full-time employees having less than ten (10) years of consecutive full-time service at a ratio of three (3) hours of sick leave to one (1) hour of pay at the employee's current regular salary rate.
- B. The City will convert unused personal sick leave into the Retiree Health Savings Plan for regular full-time employees with at least ten (10) years of consecutive full-time service at a ratio of two (2) hours of sick leave to one (1) hour of pay at the employee's current regular salary rate.

Upon separation from the City, regular full-time employees must convert all remaining sick leave hours into their respective individual accounts in the Retiree Health Savings Plan, as follows:

1. The City will convert unused personal sick leave into the Retiree Health Savings Plan for regular full-time employees having less than ten (10) years of consecutive full-time service at a ratio of two (2) hours of sick leave to one (1) hour of pay at the employee's current regular salary rate.
2. The City will convert unused personal sick leave into the Retiree Health Savings Plan for regular full-time employees with at least ten (10) years of consecutive full-time service at a ratio of two (2) hours of sick leave to one and one-half (1.5) hours of pay at the employee's current regular salary rate.

Employees who separate due to termination for cause or resignation/retirement in lieu of termination for cause shall not be eligible to convert their sick leave into the Retiree Health Savings Plan.

12. Personal Leave:

Effective the pay period which includes January 1 of each year, employees shall receive a Personal Leave Benefit of eighty (80) hours per year. Such leave shall be available for employees to use from the beginning of the first pay period beginning in the calendar year through the end of the last pay period beginning in the calendar year. Such hours shall not accrue 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 80 hours. Probationary employees who commence employment with the City after January 1 will receive twenty (20) less Personal Leave hours for every three (3) months the employee is not on paid status with the City.

The employee shall notify his/her immediate supervisor of the use of a Personal Leave day at least 36 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.

Effective January 1, 2023, employees who are unable or choose not to participate in the Irvine Telecommuting Program will receive up to 40 hours of additional, non-cashable Personal Leave annually. This leave is non-cashable and will expire on December 31 of the year it is awarded. This leave will be

prorated at a rate of ten (10) hours less of this Personal Leave for every full three (3) months the employee is not participating in the Irvine Telecommuting Program. 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 additional Personal Leave for every three (3) full months the employee is not in paid status with the City.

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 or Compensatory time.

13. Administrative Leave:

Effective the first pay period beginning in January of each year, employees in Schedule B of Attachment I will receive forty (40) hours of Administrative Leave per calendar year. Administrative Leave will be prorated on a monthly basis for supervisory/administrative employees appointed 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. Such hours shall not be accrued from year to year or paid off upon termination. 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 forty (40) hours.

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.

14. Bereavement Leave:

Employees shall receive up to forty (40) hours for any one instance for absence necessitated by the death of immediate family members. Such credit shall not be accrued from year to year. The immediate family shall be defined as father, father-in-law, mother, mother-in-law, step-parent, brother, step-brother, sister, step-sister, wife, husband, registered domestic partner, child, step-child, grandparent, grandparent-in-law, grandchild, legal guardian or other individuals whose relationship to the employee is that of a dependent, 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.

15. Parenthood Leave:

A. A regular employee will be granted 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.

- B. 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.

16. 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 Department Director, includes:

- Tuition, books, laboratory and parking fees.
- 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 will be maintained by the Department Director.

17. Requirement Licenses, Trainings and Certifications:

The City will pay for any trainings, licenses and certifications (including renewals) that are a requirement of a position. This only applies to requirements of positions currently held by the employee and does not apply to positions an employee wishes to attain in the future.

18. Health and Wellness Benefit

Employees covered by this agreement shall receive \$1000 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 annual physical examinations. Annual payments 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.

19. Physical Examination:

Effective January 1, 2023, the Annual Physical Examination Program will be eliminated.

The City shall reimburse employees in Schedule B of Attachment I up to a maximum of \$300 per calendar year for expenses incurred as a result of an annual physical examination, as defined in Article 24 of the City's Personnel Rules and Procedures. Such annual physical is optional. Expenses eligible for payment by the City health insurance plan shall not be eligible for reimbursement.

20. Work Schedules - 5/40, 9/80 or 4/10 Workweek:

Employees may work a 5/40, 9/80, or a 4/10 workweek schedule with a paid lunch. Paid lunch shall be one hour in length. Employees may be subject to recall or work related inquiries during their paid lunch. Department Directors shall grant a work schedule based on the employee's request.

21. Holidays:

The recognized holidays to be observed by the City in each calendar year shall be as follows:

New Year's Day
Martin Luther King Jr. Day
Washington's Birthday
Memorial Day
Juneteenth
Independence Day (4th of July)
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Prior to the beginning of the calendar year, Human Resources will designate and announce the dates on which the above referenced holidays shall be observed.

Employees scheduled off their regularly scheduled shift due to a holiday shall receive holiday pay equivalent to their regularly scheduled shift. An employee

must be paid for all of the regularly scheduled workday immediately prior to a holiday and the regularly scheduled workday immediately after that holiday in order to receive holiday pay.

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.

Employees assigned to work on authorized holidays shall receive regular holiday compensation and compensation for actual hours worked. At the request of the employee, and within the City's ability to maintain appropriate service levels, such assigned employees may be granted equivalent compensatory time off, in lieu of pay, within the pay period in which the holiday falls. If such time is not taken within the pay period, the employee shall automatically receive regular holiday compensation.

Human Resources may designate alternate dates the City will observe holidays in order to occur in conjunction with the benefit provided below.

Holiday Leave

Effective in December 2017 and each year thereafter, employees in the unit will not be required to come to work and will be provided with three days of paid leave to be used in the pay period that includes the Christmas Eve, Christmas Day and New Year's Holidays. The dates of the three "Holiday Leave" days will be designated annually by Human Resources. Employees will be provided with three days of paid leave based on the number of hours they are regularly scheduled to work on designated "Holiday Leave" days. Employees must use this leave on the designated days unless directed to work by the Department Director or designee. In cases where the employee is directed to work on such days, the employee will be credited with leave in an amount equivalent to what they would have used had they not been directed to work. In cases where a designated "Holiday Leave" day falls on an employee's regularly scheduled day off, the employee will be credited with leave in an amount equivalent to what they would have used had it been a regularly scheduled work day. Such leave shall have no cash value, and will expire if not utilized within the pay period that includes November 30 of the following year.

Employees wanting to take additional days off in conjunction with the observed Holidays and designated Holiday Leave Days must utilize other accrued leave in accordance with existing rules.

The City shall convert all unused 2023 Holiday Leave in the employee's bank as of December 2023 (which would have otherwise expired as of November 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. Converted hours under this provision will be credited on or after January 1, 2024.

For 2022, the following shall be observed:

Monday 12/26 – Christmas Eve
Tuesday 12/27 – Christmas Day
Wednesday 12/28 – Holiday Leave
Thursday 12/29 – Holiday Leave
Friday 12/30 – Holiday Leave

For 2023, the following shall be observed:

Monday 12/25 – Christmas Eve
Tuesday 12/26 – Christmas Day
Wednesday 12/27 – Holiday Leave
Thursday 12/28 – Holiday Leave
Friday 12/29 – Holiday Leave

For 2024, the following shall be observed:

Tuesday 12/24 – Christmas Eve
Wednesday 12/25 – Christmas Day
Thursday 12/26 – Holiday Leave
Friday 12/27 – Holiday Leave
Monday 12/30 – Holiday Leave

For 2025, the following shall be observed:

Wednesday 12/24 – Christmas Eve
Thursday 12/25 – Christmas Day
Friday 12/26 – Holiday Leave
Monday 12/29 – Holiday Leave
Tuesday 12/30- Holiday Leave

22. 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.

23. Overtime Compensation:

For employees listed in Section A of Attachment I, hours worked or earned in excess of forty (40) hours in each employee's defined FLSA workweek shall be compensated at the rate of one and one-half (1.5) times the employee's hourly rate when such work is authorized by the Department Director and approved by the City Manager.

24. Compensatory Time:

Employees listed in Section A of Attachment I may accumulate a maximum of two hundred forty (240) hours compensatory time in lieu of overtime compensation on the basis of one and one-half (1.5) hours compensatory time for one (1) hour of overtime work. The time during which an employee may use accrued compensatory time off is subject to approval by the department head or his/her designee with due regard for the wishes of the employee and the need to provide service. However, an employee wishing to use his/her accrued compensatory time off shall provide the City with reasonable notice of such request. Reasonable notice is defined as at least one week. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

25. Standby Time:

Regular full-time employees listed in Section A of Attachment I shall receive two (2) hours base salary for each day he/she is required to be available for non-scheduled work assignments. If a City holiday falls on a weekend, employees on standby will receive an additional two (2) hours standby pay for each of these holidays.

Employees, while on standby, who are called into work four (4) hours or more after the end of their regularly assigned shift shall be granted a five (5) hour rest period between the end of the standby work shift and the start of their regular work shift unless a longer off duty break period is required by law. If that five (5) hour rest period or legally mandated off-duty break period overlaps with the employee's regularly assigned work shift, the employee will be compensated by the City for those hours which overlap with the regularly assigned work shift.

26. Jury Duty and Subpoenas:

Every employee of the City who is subpoenaed as a witness for a local, state or federal government shall be entitled to absent herself/himself from her/his duties with the City during the period of such service or while necessarily being

present in court as a result of such call or subpoena, and shall receive full compensation.

In order to balance the City of Irvine's interest in maintaining productivity with the interest that employees are able to support our system of justice by serving on juries, paid Jury Duty is limited to a maximum of eighty (80) hours in a calendar year. If an employee, despite reporting the limit to the Court, is required to serve beyond eighty (80) hours, he or she can request an exception of the limit on paid Jury Duty Leave by the City Manager.

If an employee is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.

An employee on jury duty must either return to work after the jury service is done for the day if there are still four (4) hours left on his/her shift or call in to his/her supervisor and ask to use leave to cover the rest of his/her shift.

For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.

An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.

27. Military Leave:

Employees shall be entitled to such benefits as are provided by law. An employee requesting such military leave shall present a copy of her/his military orders to her/his Department Director or the City Manager prior to the beginning of the leave.

28. Industrial Accident Salary Continuance:

In the event that it is determined that a regular full-time employee is absent from work as a result of any injury or disease arising solely out of the employment with the City and in no way related to any prior existing condition, the City shall provide up to six (6) months of Industrial Accident Salary Continuance during any two-year period under the following conditions:

- A. In the event the employee qualifies for compensation under State law, the employee shall receive the difference between the Workers' Compensation payments and his/her regular salary;
- B. The employee shall accrue sick leave and vacation leave during the term of the Industrial Accident Salary Continuance;

- C. The employee's condition is not permanent and stationary as determined by the City's appointed physician.

In the event of an on-the-job injury or accident resulting in loss of time beyond that required for immediate medical attention, such employee may be required to be examined by a licensed physician appointed by the City of Irvine.

Any on-the-job injury or accident must be reported to the employee's immediate supervisor within twenty-four (24) hours after said injury or accident. Failure to report said injury or said accident shall be grounds for disciplinary action.

29. Leaves:

All paid leave hours accrued shall be prorated based on the number of hours worked or paid up to eighty (80) hours in a pay period.

30. Select Benefits Program:

The City will provide a cafeteria-style benefit program for confidential employees to include the following general elements:

- A. Enhanced choices among City-offered health benefit plans.
- B. Employees not claiming any dependents on their medical, dental, and vision plans shall receive \$150 per month. The stipend may be taken as taxable cash.
- C. 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.

31. Wage and Salary Range Adjustment:

- A. Effective the pay period that includes November 12, 2022, the salary of the employees covered by this Resolution shall be increased by eleven percent (11%).

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

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

- B. Pay progression within a pay grade will be based strictly upon individual performance and summarized in an annual performance appraisal. All

base pay progression within pay grades will be limited to the maximum of a pay grade. Base pay provided according to the following schedule:

<u>Salary Placement in Pay Grade</u>	<u>Performance Level</u>	<u>Pay Increase</u>
Less than Maximum Range	Unsatisfactory or Needs Development	0%
	Accomplished Standards and Above	5% base adjustment, limited to maximum of pay grade
Greater than or Equal to Maximum Range		0%

Annual merit increases will be effective on September 1st of each year and will be prospective from that date.

C. Probationary Merit Reviews

Employees on a probationary employment status effective June 30th of each year will not be eligible to participate in the annual review process until they have successfully completed their probationary period. At the completion of the probationary period, the employee will receive a performance review and merit increase appropriate to the performance review rating. The criteria and rating system for probationary reviews will be the same as those for annual performance reviews.

Following the completion of probation, the employee will be eligible to participate in the annual performance review process the following July. The merit increase granted in the first annual review process following the probationary merit review will be pro-rated to reflect only the time period since the completion of the probationary merit review. All subsequent performance reviews will be according to the same merit schedule as other regular employees. If the probationary appraisal has been completed within the months of May and June, the employee's next review will be part of the appraisal schedule in the following calendar year in July.

32. Bilingual Pay Program:

Department Directors shall annually designate which positions will be assigned bilingual duties and which languages shall be eligible for bilingual pay. Qualified employees who meet the following criteria shall receive an additional \$50 per month, paid biweekly.

- 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.
- C. Any employee who has been determined as qualified for bilingual pay and who is on any leave of absence for at least one calendar month, exclusive of accrued vacation or compensatory time, will be ineligible for bilingual pay until his/her return to work. Upon his/her return to work, the employee will be reinstated into the bilingual pay program and receive his/her \$50 monthly stipend effective the first working day of the new calendar month following her/her return to work. The employee will not be required to perform bilingual interpretation services during any period in which he/she are not receiving the bilingual pay stipend.
- D. For positions requiring extensive contact with the public or contractors, bilingual pay will be rotated among employees who are deemed as qualified by the City. The Department Director will have the discretion to determine the number of employees and the sections/units that qualify to participate in a "rotation pool." Rotations will occur every 12 months, effective the first pay period each November. It is the Department Director's sole discretion to determine the order of rotation among the qualified employees. An employee, who has not performed bilingual duties within the rotation for a period of 24 months or longer, must be re-certified by the City in order to receive bilingual pay.

An employee in a bilingual assignment may request to have the bilingual assignment and corresponding pay removed.

SECTION 3. SEVERANCE

In the event of a lay-off within a designated classification or classification series, the City Manager shall be authorized at his/her discretion to enter into a severance agreement with impacted employees.

SECTION 4. ADMINISTRATION OF COMPENSATION POLICY

The Personnel Officer shall establish procedures for the efficient administration of the compensation policy described in this Resolution.

The City Manager shall approve procedures for movement of an individual employee through salary ranges. Such procedures shall be reviewed annually. All adjustments to the salary ranges contained within this Resolution shall be approved by the City Council.

SECTION 5. EMPLOYEE RESPONSIBILITIES

Since it is the City’s policy to recruit highly qualified staff at a competitive total compensation level, the employees shall be responsible for striving to meet the high performance standards established by the City management.

SECTION 6. EFFECTIVE DATE

The compensation policy provided for by this Resolution shall be operative from and after 12:01 a.m. on June 27, 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 27th day of June 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 27th day of June 2023 .

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

ATTACHMENT I

CLASS TITLES
FOR CONFIDENTIAL EMPLOYEES

A.	<u>POSITION TITLE</u>	<u>PAY GRADE</u>
	Administrative Aide (c)	8
	Administrative Assistant I (c)	7
	Administrative Assistant II (c)	8
	Administrative Assistant III (c)	9
	HRIS Specialist	10
	Human Resources Specialist	9
	Office Specialist (c)	4
	Payroll Specialist	10
	Program Assistant (c)	7
	Program Specialist (c)	9

B.	<u>POSITION TITLE</u>	<u>PAY GRADE</u>
	Budget Officer	18
	Executive Assistant I (c)	11
	Executive Assistant II (c)	12
	Executive Assistant III (c)	13
	Human Resources Administrator	18
	Human Resources Analyst I	11
	Human Resources Analyst II	13
	Management Analyst I (c)	11
	Management Analyst II (c)	13
	Payroll Process Analyst	11
	Payroll Administrator	16
	Risk Management Administrator	18
	Senior Human Resources Analyst	15
	Senior Management Analyst (c)	15
	Strategic Business Plan Administrator	18