



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

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Article 1 – Preamble

This Agreement is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and City Resolution No. 341, for the purpose of memorializing the Agreement reached between the City and the Irvine Professional Employees Association (IPEA) as part of the meet-and-confer process, in order to provide harmonious relations, cooperation, and understanding between the City and its employees.

Article 2 – Recognition

The IPEA is hereby acknowledged as the exclusive Recognized Employee Organization representing the employees in the classifications listed in Attachment I (Full-time hourly and exempt non-sworn, non-confidential employees).

Article 3 – Purpose

The parties agree that the purpose of this Agreement is: to promote and provide harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving differences which may arise under this Agreement, and to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by the IPEA.

#### Article 4 – Scope

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

#### Article 5 - City Rights

The City retains all rights it had prior to this Agreement except those rights specifically delegated by this Agreement, provided the City shall exercise those rights in compliance with applicable state law, the City Charter, and the provisions of this Agreement.

Except as expressly limited by this Agreement, the City retains the exclusive right (a) to direct employees of the City; (b) to hire, promote, transfer, and assign employees to positions within the City; (c) to dismiss employees because of lack of work; (d) to reprimand, demote, suspend, or discharge employees for proper cause as provided by City Ordinance; (e) to determine the mission of the City and its various departments, its budget, its organization, the number of employees, and the methods and technology for 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 Agreement are specifically reserved to the City, even though not enumerated.

#### Article 6 - Employee Rights

Employees covered under this Agreement shall be entitled to all rights specified under Government Code Section 3502. Neither the City nor the IPEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees who exercise their rights under this Agreement or the law.

## Article 7 - Association Rights

The IPEA shall notify the City in writing of the names of its representatives as follows: Consultant, Officers, Bargaining Committee Members, and Departmental Representatives.

The City shall provide the IPEA on a monthly basis, if changes occur, with the following: A list of employees in the classifications set forth in Attachment I; the names of new hires, promotions, and terminations in the classifications set forth in Attachment I; City of Irvine job postings; and copies of current salary schedules. On a quarterly basis, the City will provide the IPEA with names and home addresses of all the IPEA-represented employees. This information is for the confidential use of the IPEA, and the City shall not be responsible and will be held harmless by the IPEA for inappropriate release of this information by the IPEA. Upon written request, the IPEA shall receive available information relating to contract administration and fringe benefits including pension and insurance plans.

The City shall make available reasonable bulletin board space in designated employee areas for the use of the IPEA to post notices relating to matters of interest to the IPEA and to the employees.

A reasonable number of employees shall be entitled to leave their work during working hours without loss of pay for reasonable periods of time, with prior approval of their supervisor, for purposes of participation in the meet-and-confer process.

Designated IPEA representatives shall be entitled to leave their work during working hours without loss of pay for reasonable periods of time, with prior approval of their supervisor for purposes of attending meetings called by Management or to participate in established City committees, such as but not limited to, Citywide Insurance Committee, Defined Contribution Pension Plan Committee and Safety Committee.

A designated IPEA representative shall be entitled to leave his/her work during working hours without loss of pay for reasonable periods of time, with prior approval of their supervisor for purposes of reviewing and processing grievances. IPEA representatives may have access to IPEA members providing that supervisors are notified prior to a meeting being scheduled and that meetings held will not interfere with work.

In order to allow the IPEA an opportunity to handle the business affairs of its members, the City shall, at the beginning of the calendar year, establish a time bank of one-hundred and eighty (180) hours to be used by board members as authorized by the IPEA Board for training, grievances, board meetings, etc. The IPEA agrees the effective operation of the City departments is not to be adversely affected by the use of the time bank by IPEA members. No overtime will be paid for an employee to fill in for another using the time bank. Hours from the time bank will not be cumulative from year to year. Time for meet-and-confer preparation and meetings, and/or attendance at special meetings called by the City shall not be charged against the time bank.

The City shall allocate reasonable office space to the IPEA in the Civic Center at no cost to the IPEA.

At the orientation of new employees, a City-approved IPEA informational packet will be provided to those who would be eligible to join the IPEA. In addition, the IPEA and/or its representative will be provided with the opportunity to have 10-minute access to employees in IPEA-represented positions during new employee orientation.

#### Article 8 - Payroll Deductions

The City will, during the term of this Agreement, deduct bi-weekly dues and other fees as specified by the IPEA under the authority of a membership application signed by each participating employee, which shall be approved by the IPEA and remitted promptly to the Payroll Office.

#### Article 9 - Quarterly City-IPEA Meetings

The City's designated management staff shall meet with the IPEA President, representative and the IPEA board members, on a quarterly basis. The purpose of these meetings is to discuss issues of common interest and to resolve mutual problems in a constructive fashion. The parties shall exchange suggested agenda topics one week before the meeting date. Grievances or disciplinary action in progress may be discussed at these meetings only by mutual consent, and discussion of such topics does not preclude subsequent resolution via

the grievance or disciplinary procedure. Meet-and-confer subjects may be discussed by mutual consent, but this does not preclude exercise of further meet-and-confer options by either party. Persons other than those described above may attend these meetings only by prior mutual consent.

## Article 10 - Grievance Procedure

### A. Purpose

The purpose of the grievance procedure is to enhance communications between employees and employer by providing a fair and impartial review and consideration of grievances within a reasonable time period without jeopardizing employees' positions or employment.

### B. Matters Subject to the Grievance Procedure

A grievance may be filed for alleged violation of any personnel rule or regulation; for the alleged violation of a section of this agreement; or an alleged unfair treatment of an employee; or alleged violation of commonly accepted safety practices or procedures; or a dispute over an annual performance evaluation rating received by an employee with an overall rating of needs development or unsatisfactory. The grievance procedure shall not be used to establish new policies or change any existing rules and regulations. It shall not be used in matters resulting from disciplinary action or other appeal procedures that exist in accordance with the Personnel Ordinance and Resolution.

Any matter being grieved by an employee will be kept confidential by immediate supervisors and higher-level authorities except in conjunction with the investigation of the grievance.

### C. Informal Grievance Adjustment

An employee who believes an alleged violation of matters subject to the grievance process has occurred shall first be required to exhaust the informal grievance level prior to filing a formal grievance. The employee shall have fourteen (14) calendar days from the date the employee had notice of the alleged violation, which he/she believes constitutes a grievance.

The informal grievance level shall consist of the employee verbally informing his/her immediate supervisor of the alleged violation. The immediate supervisor shall make whatever investigation he/she deems necessary and reply within fourteen (14) calendar days. Any matters, for which he/she does not have authority to make a decision, should be brought to the attention of a higher-level supervisor who does have the proper authority. If the employee is not satisfied with the decision reached through the informal discussion, he/she may bring the matter to the attention of the next level of authority (i.e., the immediate supervisor's direct supervisor) within fourteen (14) calendar days of the immediate supervisor's response. The next level of authority shall have fourteen (14) calendar days to reply. If the employee is still not satisfied with the decision, within fourteen (14) calendar days after the decision, he/she may bring the matter to the attention of the next level of authority (if more levels below Department Director exist). 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 disputes of an agreement with 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.

D. Formal Grievance Procedure

1. First Level

The formal grievance procedure may be followed 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 their Department Director, with a copy to the Personnel Officer (i.e., the Assistant City Manager or his/her designee). 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 Assistant City Manager 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 a 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 Assistant City Manager or his/her designee shall communicate a decision within fourteen (14) calendar days after receiving the appeal. Either the grievant or the Assistant City Manager 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 Assistant City Manager, 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 Assistant City Manager's decision submit a request in writing to the Assistant City Manager for advisory arbitration of the dispute and the City shall comply with the request, except in cases of disputed arbitration which shall be provided for hereinafter. 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 (SMCS) 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 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 for witnesses and conferees, or the costs for witnesses and conferees, 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 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 issue and the arbitrator's decision on arbitrability cannot be challenged by the City or overturned.

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 shall have the authority to accept the recommendation of the advisory arbitrator in whole, or in part, or reject the recommendation entirely and formulate his/her own decision on the grievance. The decision of the City Manager shall be provided to all parties within thirty (30) calendar days.

The City Manager reserves the right to modify any recommendation of a Hearing Officer. The City will bear the entire costs of the Hearing Officer.

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.

If the advisory recommendation is acceptable to the City, the City Manager shall take appropriate action to implement the recommendation. If no action is taken by the City, or the grievant does not concur with the Advisory Arbitrator's recommendation, the grievant may appeal, in writing, to the City Manager within fourteen (14) calendar days of the receipt of the Advisory Arbitrator's recommendation.

b. City Manager Review

The Association shall be permitted to concur in a grievant's request to have a hearing before the City Manager to resolve his or her grievance. If the Association does not concur with the employee request for advisory arbitration, the employee, within thirty-five (35) calendar days of the Assistant City Manager'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.

The City Manager shall render a final and binding decision within thirty (30) calendar days following the conclusion of the hearing.

E. General Conditions

1. A formal grievance on interpretations/actions of an agreement, not involving a specific supervisor or Department Director, may be submitted directly to the Personnel Officer or his/her designee. The decision of the City Manager on

agreement disputes shall not restrict an employee from other avenues of appeal available under law.

2. The Personnel Officer shall receive and retain copies of all written materials pertaining to the grievance.
3. At any step of the informal grievance adjustment or formal grievance procedure, a Department Director, supervisor, or employee may request a representative of the Personnel Office to participate in any discussion which may take place. Grievances may be initiated by the concerned employee or the Association.
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, it shall be assumed that the grievance has been settled on the basis of the last decision reached.
6. If management fails to respond within any of the time limits specified in the policy, the employee may proceed to the next level as if management responded on the last day possible.
7. Any extension of the time limits specified in this process may be provided when mutually agreed upon by all parties concerned.

#### Article 11 - Disciplinary Action

##### A. Disciplinary Authority

The Department Director, after consultation with the Personnel Officer 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 (i.e., passed probation) member of the unit.

B. Disciplinary Procedure

Upon determination that some form of discipline should be imposed upon an employee, the Department Director or his/her designee shall provide the employee with written notice, which includes the components listed below.

1. The proposed action to be taken.
2. The charges on which the proposed action is based, including all relevant written materials, written reports and documents, which support these charges.
3. The proposed date on which the disciplinary action will take place.
4. The fact that the employee is entitled to respond to the charges either orally or in writing to the Department Director at least seven (7) calendar days after receipt of notification. If the written notice has been issued by the Department Director, the employee may direct his/her response to the Personnel Officer. Failure of the employee to make a written or oral response of request will constitute waiver of the right to respond.
5. If the employee elects to respond in person, a meeting shall be conducted at which the employee shall be given the opportunity to respond to the charges. The meeting shall be held by the Department Director or the Personnel Officer in those instances where the written notice has been issued by the Department Director. The employee shall be entitled to be represented by counsel or other person of his/her choosing during the course of the above proceeding.
6. After following the above procedure, the Department Director or the Personnel Officer shall prepare the written notice of decision to be served personally upon the employee. Said notice shall inform the employee of his/her appeal rights, if any.

The City shall have the right to place any employee on 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 of dismissal, demotion, reduction in pay, reduction of accrued leaves equivalent to 3 or more days or suspension without pay for three (3) or more days has been taken pursuant to this Article, 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 accrued leaves or suspended without pay for three (3) or more days, 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.

3. Hearing Procedure

a. The City Manager shall appoint a Hearing Officer to conduct hearings on appealable disciplinary actions imposed pursuant to this Article. In case of termination, however, the Association may request a Hearing Officer be selected from a list provided by the State Mediation and Conciliation Service (SMCS). The parties shall request the SMCS to supply a panel of seven (7) names of persons experienced in hearing disciplinary cases for cities. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Hearing Officer. The order of striking shall be determined by mutual agreement or flipping a coin. The Hearing Officer will not be an employee of the City of Irvine. If the Association requests a Hearing

Officer from the SMCS, the costs of the Hearing Officer's services shall be equally divided by the Association and the City.

- 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 City shall first present its 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 City 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 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 no later than thirty (30) calendar days after the matter of appeal was taken under submission by the Hearing Officer. The recommended decision shall set forth which charges, if any, the

Hearing Officer finds are sustained or not sustained 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.

4. Appeal Procedure for Suspensions of Less Than Three (3) Days and Reductions of Accrued Leaves Equivalent to less than (3) Days

- a. A member of the unit who has been suspended without pay, for less than three (3) days, may appeal to the Department Director, or in the event the discipline has been issued by the Department Director, the Personnel Officer, within seven (7) 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.
- b. Hearing Procedure:
  - At least seven (7) calendar days prior to the hearing, both parties shall provide a list of witnesses and or exhibits to the Department Director or Personnel Officer.
  - During the hearing, the Department Director or Personnel Officer shall hear and consider the evidence, witnesses, and/or exhibits from both parties.



- The Department Director or Personnel Officer may grant a continuance for any reason he/she believes to be important to reaching a fair decision.
- The Department Director or Personnel Officer shall consider all evidence and shall base his/her findings on the preponderance of evidence. He/she shall render his/her decision as soon as possible after the conclusion of the hearing, but in no event later than fourteen (14) calendar days after conducting the hearing, unless agreed to by the parties.
- The Director or Personnel Officer's decision shall be final and binding.

5. Mediation Procedure

In cases of dismissal, after the parties have selected a Hearing Officer and a hearing date as provided above, the parties may, by mutual agreement, request non-binding mediation to resolve the dispute prior to arbitration. The selection of the mediator shall be made by mutual agreement. The costs of the mediator services shall be equally divided by the Association and the City.

D. Dismissal

Dismissal of any employee 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.

E. Polygraph Examination

In reference to this provision, no disciplinary action shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take or refusal to take, or the results of a polygraph examination, be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Article 12 - Maintenance of Benefits

It is the understanding of the parties that the wages, hours, and other terms and conditions of employment contained in this Agreement will not be reduced and shall remain in full force and effect during the entire term of this Agreement; except as expressly provided herein or except by mutual agreement.

Article 13 – Salary

- A. Salary Grade Structure: The City of Irvine's Salary Grade Structure, which includes the classifications represented by the Association in this unit, is included as Attachment I.
- B. Position Classification to Salary Grades: The classification of individual positions to pay grades is the City's sole responsibility and will be based upon Human Resources' evaluation of the classification.
- C. Classification Requests: Upon request to Human Resources, an employee may request a re-evaluation of the position's responsibilities by submitting a new Comprehensive Position Questionnaire (CPQ) with a cover memorandum explaining the changes in duties since completion of the most recent existing CPQ. The employee's department director, manager (if applicable), and supervisor will review the request and make a recommendation which will include an explanation of why the duties have changed and an assessment of the stability of the changes.

D. Pay Progression in a Salary Grade

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 progression will be provided according to the following schedule:

<u>Pay Rate in Pay Grade</u>	<u>Performance Rating</u>	<u>Pay Increase</u>
Less than Maximum	Unsatisfactory or Needs Development	0%
Less than Maximum	Accomplished Standards, Excellent or Outstanding	5% base adjustment, limited to maximum of pay grade
Greater than or equal to Maximum		0%

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

E. Wage and Salary Range Adjustment

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

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

F. 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 prorated to reflect only the time period since the completion of the probationary merit review. All subsequent performance reviews will be conducted according to the Annual Performance Appraisal schedule. 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.

#### Article 14 -Bilingual Pay

Department Directors shall annually designate which positions should be assigned bilingual duties and which languages shall be eligible for bilingual pay. Qualified employees who meet the following criteria shall receive an additional \$50.00 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 his/her return to work. The employee will not be required to perform bilingual interpretation services during any period which he/she is 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.

#### Article 15 - Overtime and Work Schedules

- A. Overtime Compensation for Employees on Attachment 1 - Schedule A:

Hours 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 1/2) times the employee's hourly rate when such work is approved by the Department Director (or his/her designee). Unit members work a seven-day FLSA work week (168 recurring hours). As of the effective date of this Agreement, no classifications on Schedule A qualify as exempt from the overtime provisions of the Fair Labor Standards Act. Unit members shall be paid for all hours worked. Unit members shall record hours worked in fifteen-minute increments of time. When an employee works less than eight minutes into the next pay increment, the time should round down to zero. When an employee works more than eight minutes into the next payroll increment, the time rounds up to fifteen minutes.

Overtime may be converted to compensatory time or paid for at the option of the employee.

- B. Compensatory Time for Employees on Attachment 1 - Schedule A:

Employees may accumulate a maximum of two hundred and forty (240) hours compensatory time in lieu of overtime compensation on the basis of one and one-half

(1 1/2) 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.

C. Stand-by Time for Employees on Schedule A:

1. Regular full-time employees shall receive two (2) hours base salary for each day he/she is required to be available for non-scheduled work assignments.
2. 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 (e.g. for commercial driver's license). 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.

D. Overtime Compensation for Employees on Attachment 1 - Schedule B:

Department Directors may assign the classifications listed on Attachment 1 - Schedule B to work overtime hours. Employees working in this capacity shall be compensated at one and one-half (1 1/2) times the employee's rate of pay if the City is reimbursed at the employees total rate of pay.

E. Work Schedules:

Unit members work a seven-day FLSA work week (168 recurring hours).

Work schedule is defined as an employee's regularly assigned hours of the day and days per week and may include:

1. The 9/80 schedule (four nine-hour days per work week and one alternating eight-hour day/regular day off). Employees working the 9/80 have an FLSA work week designated as beginning four hours into their alternating regular day off (eight-hour day).
2. The 5/40 schedule (five eight-hour days per work week). Employees working the 5/40 have a FLSA work week designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.
3. The 4/10 schedule (four ten-hour days per work week). Employees working the 4/10 have a FLSA work week designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.

Employees in classifications listed on Attachment 1 - Schedule A shall be scheduled to work regular work shifts. In the event overtime is required, compensation for said overtime shall take the form of one of the following, at the employee's request, subject to the approval of the Department Director (or his/her designee).

1. Paid overtime at one- and one-half (1 1/2) times the employee's hourly base rate;
2. Accrued compensatory time to a maximum of one hundred and forty (240) hours;
3. An employee will be able to flex his/her time within the same workweek (i.e., take off an equivalent number of hours).

In the event the City institutes a citywide policy to prohibit or restrict paid overtime, employees in classifications listed on Attachment 1 - Schedule A shall request, subject to the approval of the Department Director (or his/her designee), one of the following methods of compensation for overtime.

1. Flex time within the same workweek (i.e., take off an equivalent number of hours);
2. Accrued compensatory time to a maximum of one hundred and forty (240) hours.

An employee in a classification listed on Attachment 1 - Schedule A may be required to take flex time in lieu of paid overtime or accrued compensatory time off by his/her Department Director (or his/her designee) to attend meetings of City Council, City Commissions, or City committees, provided that the employee is given written notification at least fourteen (14) calendar days in advance.

#### Article 16 - Work Schedules

A. 5/40, 9/80 or 4/10 Workweek

Unit members 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.

B. Telecommuting

Unit members may request from their department directors to telecommute pursuant to the Irvine Telecommuting Program (Article 25 of the Personnel Rules and Procedures). The decision to allow a telecommuting arrangement lies solely with the department director. Not all classifications are suitable for telecommuting and a member whose request is rescinded or denied has no right of appeal including through the grievance process.

C. Requests for an alternate work schedule will include the information required by the Department Director to make an informed decision and a summary of how necessary coverage and current service levels will, at a minimum, be maintained. Approved alternate work schedules may be temporarily modified by a Department Director in the case of vacations, vacancies or other absences which are in excess of one (1) week.



- D. In an unforeseen emergency, the Department Director may direct the employee to work a different schedule on a 24-hour notice. If the alternate work schedule is not effective, the Department Director will require the employee to work a different alternative workweek or return to a more standard workweek (i.e., a 5/40) with a fourteen (14) calendar day notice. When a Department Director perceives a problem exists because of the alternate work schedule, he/she will notify the involved employee(s) and give them seven (7) calendar days to respond to the issue prior to instituting a new schedule. If an employee finds it necessary, he/she may make a request to return to a more standard workweek, which will be considered, on a case-by-case basis.

### Article 17 – Benefits

- A. The City shall provide the following as options to the employee for employee and dependent coverage, with noted exceptions:

#### Indemnity Medical Insurance

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

#### Indemnity Dental Insurance

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

#### 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.

#### Vision

One (1) vision care plan.

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 employee; \$754.04 per employee plus one; and \$1064.31 per employee plus family per month.

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.

- 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 17, 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 17, 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 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 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 penalties or taxes under the Affordable Care Act. The City shall make no changes to health insurance benefits or City contributions towards health insurance benefits under this reopener, absent mutual agreement between the City and IPEA.

- D. Employees not claiming any dependents on their medical, dental, and vision plans shall receive \$150 per month. The stipend may be used for deferred compensation, taxable cash, or to purchase voluntary additional life insurance, or enhanced dental plans.

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. The Insurance Committee and representatives from management will meet each Fall to review coverage, cost containment methods, claims processing service, claims experience and to recommend plan and design changes to the employees. The group will be made up of no more than two (2) representatives from each bargaining group and the president or a designated representative for the bargaining group. The group will be provided with such information as claims history, and with proposed changes in rates or coverage.

F. Pension and Pension Administration

1. The provisions of this Section F.1 shall apply to employees as of June 30, 2003, who elected to decline the CalPERS benefits.

a. The City shall invest an amount equal to fifteen percent (15%) of each employee's base salary in the City of Irvine Defined Contribution Pension Plan (DCPP). Effective August 11, 2011, the amount the City invests shall be reduced to 12.448%.

b. Effective July 1, 2003, the City will deduct an amount equal to four percent (4%) 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. Effective August 11, 2011, the amount deducted from employee base salary shall be increased to 6.552%.

c. 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 F.2 of this Article. Employees who elected to remain in the City of Irvine DCPP shall continue participation until the employee terminates his/her employment from the City for any reason.

- d. Employees shall become 50% vested upon completion of the probationary period, or if the probationary period is greater than 6 months, employees shall become 55% vested in the retirement plan upon completion of the probationary period. Thereafter, such vested interest shall increase at the rate of 5% for every Plan Year in which the employee completes 1000 hours of service. Once the employee has completed five years of service, he/she shall become 100% vested in the retirement plan.
  - e. The City will utilize retirement plan forfeiture funds to offset the City of Irvine DCPD administration and management costs.
2. The provisions of this section F.2 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.
- a. The City's contract with CalPERS shall include the following options:
    - 2.7% @ 55 Full Formula for Local Miscellaneous Members (Cal. Govt. Code Section 21354.5)
    - One Year Final Compensation (Cal. Govt. Code Section 20042)
    - Military Service Credit as Public Service (Govt. Code Section 21024), in which the employee pays the entire cost
    - Improved Non-Industrial Disability Allowance (Cal. Govt. Code Section 21427)
    - 4<sup>th</sup> Level 1959 Survivor Benefits (Govt. Code Section 21574)
    - Limit Prior Service to Members Employed on Contract Date (Govt. Code Section 20938)
  - b. All employees hired on or after the effective date of the CalPERS contract shall become members of the CalPERS Retirement Program.
  - c. All active employees of the Association shall be members of CalPERS, unless they elected to decline the CalPERS benefits through the irrevocable election process. All Association members covered by

CalPERS shall no longer be entitled to any benefits past, present or future, provided under the City of Irvine DCPD referenced in Article 17, Section F.1.

- d. Once a member of the CalPERS plan, such participation shall continue until the employee terminates employment with the City for any reason.
- e. The CalPERS vesting schedule will apply (Cal. Govt. Code Section 21060).

3. Member Contributions

- a. The full percent (8%) cost of the CalPERS member contributions 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 hired after implementation of 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 deductions 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).

- e. Effective the pay period including July 1, 2025, all Classic and PEPRA members shall contribute through payroll deductions and 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%).

G. Retiree Health Plan

1. The City shall contribute an amount equal to two percent (2%) of each employee's base salary in a Retiree Health Savings (RHS) account.
2. 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.
3. The City will allow a spouse of an eligible retired unit member to 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 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.
4. 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.

H. 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.

I. Disability

The City shall provide major disability coverage with benefits calculated at 66 2/3% of the base monthly wage or salary less deductible benefits. Disability benefits shall also be provided to job share employees.

J. 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 Association agrees 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.

K. 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 biweekly, which shall be administered by the employees covered by this agreement.

L. Funeral Expenses

The City will cover all funeral expenses in the event an employee covered by this agreement dies in the line of duty.

Article 18 – Leaves

A. Vacation Accrual/Usage

Employees shall accrue vacation credits as follows:

<u>Years of Service</u>	<u>Employees on Schedule A</u>	<u>Employees on Schedule B</u>
1 through 3	80 hours	120 hours
After 3 through 7	120 hours	160 hours
After 7 through 10	136 hours	160 hours
After 10 or more	160 hours	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. Example: an employee with two (2) years of service earns eighty (80) hours of vacation. However, in this example the employee may accrue up to one hundred and sixty (160) hours of vacation at any one time.

The time during a calendar year at which an employee may take his/her vacation shall be determined by the Department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Should special circumstances preclude the employee from using enough vacation to remain below the maximum limits stated above, the employee shall be paid for vacation earned in excess of the cap on accrual. Payment shall be made during the pay period in which the vacation is earned and at the employee's regular rate of pay.

In the event one or more municipal holidays fall 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 vacation leave earned prior to the effective date of termination.

Illness while on paid vacation will be charged to Sick Leave rather than vacation only if:

The employee notifies his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to Sick Leave.



The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

Whenever practicable, an employee may use compensatory time combined with vacation time when requesting specific vacation periods.

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 (in whole hour increments) which will be earned in the following calendar year at the employee's regular rate of 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 the designated department contact prior to or within one (1) hour after the time set for beginning his/her daily duties, or as may be specified by the director of his/her department. When absence is for one (1) workday or more, the employee may be required to file a physician's certificate with the Personnel Officer.

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.

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.

D. Personal Sick Leave Conversion

1. 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 and sixty-eight (168) hours at a ratio of eight (8) hours of vacation for every twenty-four (24) hours of personal sick leave. One hundred and sixty-eight (168) hours must be accrued and retained prior to converting any excess personal sick leave credits to vacation credits. Employees with at least ten (10) years of full-time consecutive service shall be eligible to convert sick leave in excess of one-hundred and sixty-eight (168) hours at the ratio of eight (8) vacation hours for every sixteen (16) sick leave hours.
  
2. 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 Association's Retiree Health 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 shall occur as follows:
  - 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 regular rate of pay.
  
  - 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 regular rate of pay.

3. Upon separation from the City, regular full-time employees must convert hours into their respective individual accounts in the Association's Retiree Health Savings Plan, as follows:

- 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 regular rate of pay.
- 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 at a ratio of two (2) hours of sick leave to one and one-half (1.5) hour of pay at the employee's regular rate of pay.

This section shall not apply to employees who separate due to termination for cause or resignation/retirement in lieu of termination for cause.

E. Personal Leave

1. Effective the pay period which includes January 1 of each year, regular and probationary 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.
2. 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, 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 Personal Leave for every full three (3) months the employee is not in paid status with the City.

3. 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.

F. Bereavement Leave

Upon request, employees shall receive necessary time off with pay, not to exceed forty (40) hours in any one (1) instance, to arrange for or attend a funeral of a member of their immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, step-brother, step-sister, wife, husband, registered domestic partner, child, step-child, grandparent, grandparents in-law, grandchild, legal guardian or other individual 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.

G. Parenthood Leave

1. 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.
2. A regular employee may be granted a single parenthood leave of absence without pay, not to exceed one-hundred and eighty (180) calendar days per year, upon approval from the City Manager. The employee requesting such

leave shall present evidence to his/her Department Director of the birth or adoption of the employee's child or children. The City will comply with all elements of parenthood leave under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Any such leave will run concurrently with parenthood leave as provided for under the FMLA and CFRA.

H. Jury Duty

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 80 hours in a calendar year. If an employee, despite reporting the limit to the Court, is required to serve beyond 80 hours, he or she can request an exception of the limit on paid Jury Duty Leave by the City Manager.

If a unit member 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 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.

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.

I. Military Leave

An employee shall be entitled to such benefits as are provided in the law. 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.

J. 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:

1. 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;
2. The employee shall accrue sick leave or vacation leave during the term of the Industrial Accident Salary Continuance;
3. The employee's condition is not permanent and stationary as determined by the City appointed doctor.

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.

K. Administrative Leave

Effective the first pay period beginning in January of each year, employees on Attachment 1 - Schedule B will receive twenty (20) hours of Administrative Leave per calendar year. Administrative Leave will be prorated on a monthly basis during the calendar year for new employees entering Schedule B during the calendar year. 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 20 hours.

L. 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.

N. Conversion of Leave to Vacation or Comp Time

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.

Article 19 – Holidays

A. Administration of Holidays

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 (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.

Regular full-time employees shall receive holiday pay equivalent to their regularly scheduled shift of 8 hours, 9 hours, or 10 hours. 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. If a holiday falls on an employee's regularly scheduled day off, the employee may take off another day during the workweek (or for exempt employees within the pay period) with approval of his/her supervisor or be paid holiday pay equivalent to their regularly scheduled shift of 8 hours, 9 hours, or 10 hours.

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 in the form of overtime (one and one-half times the employee's hourly rate) 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 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.

Employees scheduled off their regularly scheduled shift of 8 hours, 9 hours, or 10 hours, due to a holiday, shall receive holiday pay equivalent to their regularly scheduled shift.

Human Resources may designate alternate dates the City will observe holidays in order to occur in conjunction with the Holiday Leave benefit provided below in subparagraph B of this Article.

B. 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 workday. 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.

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

Beginning in 2023, each of the parties agree to meet in February each year to discuss the three designated "Holiday Leave" days.

## Article 20 - Required 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.

## Article 21 - 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 an annual physical examination. 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.

At the City's discretion, employees shall be eligible for reimbursement for one preventative early detection screening provided by Longevity on an annual basis.

## Article 22 - City Manager Award for Employee Achievement

Management may recommend an employee achievement program, which will provide financial awards to regular full-time, and regular part-time City employees, including members of the IPEA. The program is more fully explained in a policy/procedure titled City Manager's Award for Employee Achievement. An amount for funding levels and awards will be considered on an annual basis by the City Council.

## Article 23 - Promotions

It shall be the City's policy to recruit the best qualified persons available regardless of race, religion, color, creed, national origin, sexual preference, sex, or disability unless sex or physical ability is a bona fide occupational qualification.

While recognizing the need for introduction of persons from outside City employment at all levels, the policy of the City is to promote employees already employed by the City when their personal qualifications, training, work performance, and work experience are determined to be comparable to applicants from other outside sources.

The Personnel Officer shall determine whether a recruitment shall be open or promotional, on the basis of assuring an adequate number of applicants with appropriate skills to constitute a competitive merit process.

An open selection process shall be held for all position vacancies in each class and class series. However, a promotional selection process may be utilized when the Personnel Officer, after review with the Department Director, determines such a process is in the best interest of the City.

When appropriate, vacancies within this bargaining unit may be filled by promotion or transfer of probationary or regular employees or other employees at the discretion of the appointing authority. Such promotion/transfer shall be based on competitive examination and may include one (1) or more of the selection techniques set forth in the Personnel Rules and Procedures and measures of qualifications as may be determined by the Personnel Officer.

#### Article 24 – Classifications

Positions classified at the assistant and associate levels will be indicated as "flexibly staffed" positions as provided in the City's Personnel Rules and Procedures.

#### Article 25 – Layoff and Recall

Whenever in the judgment of the City Council, it becomes necessary for lack of work or lack of funds, or because the necessity for a position no longer exists, the City Council may abolish any position or employment in this bargaining unit. The employee holding such position may be laid off without the right of appeal. The IPEA will receive a copy of the "Proposed Order of Layoffs" of IPEA positions.

When a position with a department or division is abolished as is provided in Section II. G-110 of the City Code, the following general procedure shall be observed:

- A. The order of layoff shall be established by the Personnel Officer or his/her designee. He/she shall list all employees in the affected classification(s) using the employee's modified seniority.

An employee's seniority is modified for purposes of establishing the order of layoff using the two most recent performance evaluation ratings for seniority demerits and the one most recent annual performance evaluation ratings for seniority merits:

<u>Number of Ratings</u>	<u>Level of Rating</u>	<u>Modification to Seniority</u>
1	Does not receive a minimum of Accomplished Standards rating	Subtract 1 year
2	Does not receive a minimum of Accomplished Standards rating	Subtract 3 years
1	Outstanding	Add 1 year

- B. The order of layoff will begin with the employee(s) with the least modified total seniority. When the modified total seniority ranking is the same, the Appointing Authority shall take past performance evaluations and the needs of the City into consideration.
- C. Prior to the establishment of the order of layoff, the Personnel Officer or his/her designee shall furnish all employees proposed to be included on the layoff list with a copy of the "Proposed Order of Layoff" and a copy of any materials not otherwise available to the employee which were relied upon by the Personnel Officer or his/her designee in establishing the employee's position thereon. If the employee wishes to contest the application of the criteria set forth in this policy to his/her position on the list, the employee may request an opportunity to present his/her case to the Personnel Officer or his/her designee within seven (7) calendar working days following the establishment and distribution of the "Proposed Order of Layoff" list and supporting

materials. After meeting with all employees wishing to be heard with respect to their position on the layoff list, the Personnel Officer or his/her designee shall establish the "Final Order of Layoff list." The decision of the Personnel Officer or his/her designee shall be final and not subject to the grievance process.

- D. No employee shall be laid off from his/her position in any department while an emergency, temporary, provisional, regular part-time or part-time, or contract employee is serving in the same classification in the same department. Employees to be laid off shall be given at least fourteen (14) calendar days' notice.
- E. An employee who receives a final layoff notice under the provisions of this policy who holds regular full-time status may, within seven (7) calendar days of receipt of the layoff notice, request demotion to a position within the employee's classification series for which the employee possesses the minimum qualifications providing the position remains a budgeted position. In that event, the employee's position on the layoff list shall be reevaluated as though the employee is in the new classification utilizing the same criteria established for the original list.
- F. The names of employees laid off or demoted in lieu of layoff shall be placed upon reemployment lists for eighteen (18) months for those job classes requiring basically the same qualifications, duties, and responsibilities of the class from which layoff or demotion in lieu of layoff was made. At the time the employee is laid off or demoted in lieu of layoff, the employee shall receive a list of job classes requiring basically the same qualifications, duties, and responsibilities of the classes from which layoff or demotion in lieu of layoff was made.
- G. Persons whose names are placed on reemployment lists, and who are re-employed within the prescribed period, shall be regarded as having been on "unpaid" leave of absence during this period and will resume accruals of vacation, sick and other leaves in accordance with this Agreement.
- H. In the event a member of the IPEA bargaining unit is laid-off from his/her employment with the City, without the opportunity to voluntarily demote into a lower position or transfer into a comparable position in the City, due to the contracting-out of a City

service, the City will provide a severance. The severance shall be equivalent to forty (40) hours of pay, at the current base hourly rate of pay, for every year of full-time City service rounded to the closest full year of service. Additionally, the City will provide a one-time cash equivalent payment for continuing health insurance premiums, using the individual's current elected coverage levels and insurance providers, payable through the end of the month in which the severance expires.

For example, an individual with seven (7) years and seven (7) months of City service would receive eight (8) weeks, or 320 hours, of pay and three (3) months cash equivalent of health insurance premiums.

#### Article 26 – Seniority

Seniority shall be defined as the total amount of actual continuous service as a full-time employee, excluding approved leaves of absence without pay in excess of thirty (30) calendar days, including leave of absence for service in the Armed Forces of the United States. Seniority will be a factor when considering promotions, transfers, and layoffs.

An employee who is not a full-time employee shall not lose any previously accrued seniority by virtue of the employee having a status other than that of a full-time employee; however, no seniority shall accrue during any period of time in which an employee is on an approved leave without pay in excess of thirty (30) days, or during any period of time in which an employee has a City employment status other than that of a full-time employee or a job-sharing employee.

An employee shall only be entitled to a fifty percent (50%) seniority accrual (i.e., seniority shall be accrued at the rate of one day of seniority for each two days of service) during any period of time in which an employee is classified as a job-sharing employee.

#### Article 27 – Safety

The City shall provide and maintain a healthy and safe place of employment. No employee shall be required to work under conditions dangerous to the employee's health and safety. The City shall provide and maintain all safety equipment and comply with all health and safety

laws and regulations necessary for employees to perform their jobs in a safe manner. Employees shall report unsafe practices, equipment or conditions to their supervisors.

IPEA shall have the right to appoint a voting member to the City Safety Committee.

Any employee has the right to request a Safety Committee review of workplace conditions in written form. The Safety Committee will investigate employee requests for review of worksite conditions and make recommendations to reduce or eliminate the concern. A report of findings shall be provided to the employee within sixty (60) calendar days from receipt of written concern. The secretary of the Safety Committee shall forward a copy of all regular meeting minutes to the Secretary of IPEA on a regular basis. The Safety Committee shall meet on a monthly basis unless the Safety Committee deems otherwise.

#### Article 28 - Safety Gear and Inclement Weather Gear

Steel-toed shoes and safety glasses will be provided to employees whose regular duties require their usage. Rain gear will be provided to employees whose regular full-time duties require them to work outside on a continuous basis in adverse weather elements.

#### Article 29 - Personnel Files

The official personnel file for each City employee shall be maintained by Human Resources. Employees have the right to review their official personnel file in Human Resources by scheduling a specific date and time, at least twenty-four (24) hours in advance, with Human Resources staff. A copy of any commendations, written warnings or reprimands, disciplinary actions, Personnel Action Forms and performance reviews placed in the employee's personnel file will be provided to the employee. The employee shall have an opportunity to respond in writing to documents placed in the file. This response will be filed with the original document.

Written reprimands shall be retained at least one (1) year. If after one (1) year no similar or other unacceptable behavior is reported, the employee may request in writing that the reprimand be purged from his/her file. Upon review and approval of the Department Director, the written reprimand shall be removed from the employee's file.

### Article 30 - Child Care

It is understood that twenty percent (20%) of the enrollment of the Irvine Child Care Center will be made available to children of City of Irvine employees subject to availability of openings within the facility at the cost of the employee.

### Article 31 - Provisional Appointment/Probationary Period

In the case of a current full-time employee in an IPEA-represented class receiving a provisional appointment, (i.e., moving to a position where there is a vacancy – Acting for current employees and Interim for employees hired from outside the City) such provisional appointment shall not be made for a period of less than twenty-eight (28) calendar days. If the provisional appointment is to a position in another bargaining unit or to a classification listed on Attachment 1 - Schedule B, the employee shall not be entitled to the following changes in compensation and benefits: Annual Physical Examination reimbursement, Retiree Health Voluntary Employees' Beneficiary Association (VEBA) plan, and health plans.

The probationary period is six (6) months of actual and continuous service unless otherwise extended under the Personnel Rules and Procedures.

### Article 32 - Non-Discrimination

Neither party to this Agreement shall discriminate against any employee on the basis of any legally protected status enumerated under the law. The parties further agree that they shall not interfere with, intimidate, restrain, coerce, or discriminate against any employee in his/her free choice to participate or not participate in the activities of and the right to join IPEA.

### Article 33 - Contracting Out

The City will notify IPEA in writing at least fourteen (14) calendar days in advance of entering into any contract which will result in a reduction in regular hours of existing employees in classifications set forth in Attachment I; provided, however, nothing herein shall limit the City's right to contract out beyond that notice. If IPEA feels that an impropriety has occurred regarding contracting out, IPEA may contact Human Resources in writing and the situation will be investigated.



### Article 34 – Severability

It is understood and mutually agreed that this Agreement is subject to all applicable Federal, State, and City laws and ordinances.

If any provision of this Agreement is determined to be invalid or illegal by a court of competent jurisdiction, such provisions will not be deemed valid and shall be severed from this Agreement, except to the extent permitted by law, but the remainder hereof shall remain in full force and effect. Should any change be made in any State or Federal law, or in any rules and regulations implementing such legislation, or in any City Charter provision that would be contrary to any provision contained herein, then such provision shall be automatically terminated but the remainder of this Agreement shall remain in full force and effect.

The Parties hereto shall meet and confer within a reasonable time for the purpose of replacing any provision of this Agreement determined to be invalid or illegal pursuant to this paragraph.

### Article 35 - Concerted Activities

Apart from and in addition to existing legal restrictions upon and remedies for work stoppage, the IPEA hereby agrees that during the term of this Agreement, 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 Agreement; disputes which are specifically not subjects of this Agreement; 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, IPEA and its officers will take steps reasonably within their control to end or avert the same.

Those represented by the IPEA 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 IPEA 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 36 – Term

The terms and conditions of this Agreement will be effective September 24, 2024, unless otherwise stated in the Agreement. This Agreement shall remain in full force and effect until June 30, 2026, and shall supersede all other Agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 24th day of September, 2024.

CITY OF IRVINE

IRVINE PROFESSIONAL  
EMPLOYEES ASSOCIATION

By:

By:

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ATTACHMENT I  
CLASSIFICATIONS REPRESENTED BY  
IRVINE PROFESSIONAL EMPLOYEES ASSOCIATION

SCHEDULE A (Non-Exempt Employees)

<u>Classification</u>	<u>Pay Grade</u>
Assistant Engineer	12
Assistant Housing Analyst	9
Assistant Plan Check Engineer	12
Assistant Planner	9
Assistant Transportation Analyst	9
Associate Housing Analyst	11
Associate Planner	11
Associate Transportation Analyst	12
Grants Coordinator	11

SCHEDULE B (Exempt Employees)

<u>Classification</u>	<u>Pay Grade</u>
Accountant	10
Assessment District Engineer	17
Associate Engineer	15
Associate Plan Check Engineer	15
Engineering Geologist	14
GIS Analyst	10
Principal Civil Engineer	20
Project Manager	14
Senior Accountant	12
Senior Civil Engineer	18
Senior GIS Analyst	12
Senior Housing Analyst	13
Senior Plan Check Engineer	18
Senior Planner	13
Senior Project Manager	16
Senior Transportation Analyst	14
Senior Transportation Engineer	18
Water Quality Administrator	15

ATTACHMENT II  
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 Committee referenced in Attachment 3. Neither party is under any obligation to agree to amend any terms of this contract as part of the aforementioned meet-and-confer process.

ATTACHMENT III  
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 IV

### 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 the purposes of evaluation the health insurance structure.