

CITY COUNCIL RESOLUTION NO. 10-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE MANAGEMENT ASSOCIATION (IPMA), ADOPTED JUNE 23, 2009

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

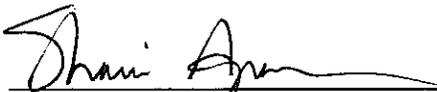
WHEREAS, a previous Memorandum of Understanding between the City of Irvine and the IPMA was adopted by the City Council pursuant to Resolution No. 09-69.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE that the Agreement to Extend the Terms of the Memorandum of Understanding, attached hereto, between the City and IPMA is approved and adopted, and the Memorandum of Understanding is hereby amended to include these provisions.

PASSED AND ADOPTED by the City Council of the City of Irvine at an adjourned regular meeting held on the 28<sup>th</sup> day of September 2010.

  
MAYOR OF THE CITY OF IRVINE

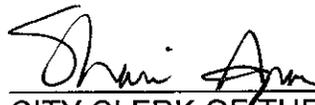
ATTEST:

  
CITY CLERK OF THE CITY OF IRVINE

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

I, SHARIE APODACA, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at an adjourned regular meeting of the City Council of the City of Irvine, held on the 28<sup>th</sup> day of September 2010.

AYES: 5 COUNCILMEMBERS: Agran, Choi, Krom, Shea and Kang  
NOES: 0 COUNCILMEMBERS: None  
ABSENT: 0 COUNCILMEMBERS: None

  
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CITY CLERK OF THE CITY OF IRVINE

AGREEMENT TO EXTEND THE TERMS OF THE MEMORANDUM  
OF UNDERSTANDING BETWEEN THE IRVINE POLICE  
MANAGEMENT ASSOCIATION AND THE CITY OF IRVINE

The Irvine Police Management Association (IPMA) and the City of Irvine (City) agree to extend the term of the 2009-2011 Memorandum of Understanding through August 10, 2013 with the following amendments:

MOU Article XVII – Leaves

***(Replace Current E. Personal Leave/Family Sick Leave Language with the Following:)***

E. Personal Leave

1. By January 1 of each year, regular and probationary employees will receive a Personal Leave benefit of seventy-two (72) hours per year. Such hours shall not be carried over from year to year. Regular and probationary employees who commence employment with the City or return from an unpaid leave of absence from the City after January 1 will receive twenty-four (24) hours less Personal Leave for every four (4) months the employee is not on paid status with the City.
2. The Personal Leave benefit may be used by the employee to conduct personal business. The employee shall notify his/her immediate or designated supervisor of the use of a Personal Leave day at least 24 hours in advance unless circumstances beyond the employee's control prevent such notification.

MOU Article XVIII – Holidays

***(Additional language to be added to paragraph two as a clarification)***

These provisions shall not apply to Lieutenants or Commanders who work on the following holidays which shall be observed on the actual dates: New Year's Day - January 1; Independence Day - July 4; Christmas Eve - December 24; and Christmas Day - December 25.

MOU Article XXVII – Term

***(Replace Current Language with the Following:)***

The terms and conditions of the MOU will be in effect the date of City Council adoption of this Agreement unless otherwise stated in the MOU or amended by City Council action on September 28, 2010.

The Agreement shall remain in force and effect until August 10, 2013, and supersedes all other agreements between the parties.

## Side Letter Agreements

### Attachment VIII – Titled: NO LAYOFF

This Agreement is void upon adoption by the City Council of the amendments and extension of the 2009-2010 IPMA MOU.

### Attachment IX – Titled: ME TOO

This Agreement is void upon adoption by the City Council of the amendments and extension of the 2009-2010 IPMA MOU.

### Attachment X – Titled: IMPLEMENTATION OF CHANGES IN PERSONAL LEAVE AND ELIMINATION OF FAMILY SICK LEAVE

The contract amendments to the 2009-2011 MOU adopted September 28, 2010 reflect changes in Personal Leave to include the addition of 30 hours of leave per calendar year (for a total of 72 hours per year) and the elimination of Family Sick Leave. The changes reflected in the amended MOU will be fully implemented effective January 1, 2011. During the remainder of calendar year 2010, the City will:

1. Prorate additional Personal Leave for 2010 as follows:  
Effective with the adoption of the MOU amendments, each employee who opted for the 32 hours of Personal Leave for calendar year 2010 will have an additional 20 hours of Personal Leave added to his or her Personal Leave balance, and each employee who opted for the 40 hours of Family Sick Leave will have an additional 15 hours of Personal Leave added to his or her Personal Leave balance. This leave, if unused by December 31, 2010, will not be carried over into 2011.
2. Continue to honor, through December 31, 2010, the Personal Leave/Family Sick Leave provisions in effect prior to the adoption of the contract amendments.

### Attachment XI - Titled: REOPENER ON TERMS AND CONDITIONS OF EMPLOYMENT

The parties agree to reopen negotiations at the request of either party for the purpose of discussing reinstatement of merit and or performance based bonus payments or other possible improvements in the terms and conditions of employment during the period of August 11, 2011 through August 10, 2013, provided there is in place at the time the request is made an adopted budget for the City of Irvine reflecting ongoing revenues that exceed ongoing expenditures without the use of reserves or one-time measures.

In addition, if during the term of this agreement, the City enters into an agreement with or implements terms and conditions without agreement for any other association or union recognized as an exclusive representative of employees that results in any personal economic improvement or increase in paid time off that applies to each member of the bargaining unit, then the parties agree to re-open this agreement to provide an equivalent amount applied as mutually agreed. Personal economic improvement is defined to mean all compensation elements payable to or on behalf of an employee and health and welfare benefits.

City of Irvine

Irvine Police Management Association

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CITY COUNCIL RESOLUTION NO. 09-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE MANAGEMENT ASSOCIATION (IPMA), AND SUPERSEDING ALL PREVIOUS IPMA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES JULY 1, 2009

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

WHEREAS, the City and IPMA have reached agreement on wages, benefits, hours and other conditions of employment for the period of July 1, 2009 through June 30, 2011; and

WHEREAS, a previous Memorandum of Understanding between the City of Irvine and the IPMA was adopted by the City Council pursuant to Resolution No. 07-118.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE that the 2009-2011 Memorandum of Understanding, attached hereto, between the City and IPMA is approved and adopted. The compensation policy provided for by this Resolution shall be operative from and after 12:01 a.m. on the first day of July 2009, 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 23rd day of June 2009.

  
MAYOR OF THE CITY OF IRVINE

ATTEST:

  
CITY CLERK OF THE CITY OF IRVINE

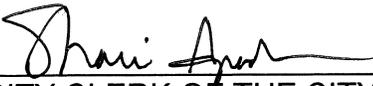
STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS  
CITY OF IRVINE )

I, SHARIE APODACA, 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 23rd day of June 2009.

AYES: 5 COUNCILMEMBERS: Agran, Choi, Krom, Shea and Kang

NOES: 0 COUNCILMEMBERS: None

ABSENT: 0 COUNCILMEMBERS: None

  
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CITY CLERK OF THE CITY OF IRVINE



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
IRVINE POLICE MANAGEMENT ASSOCIATION  
AND  
CITY OF IRVINE  
JULY 1, 2009 – JUNE 30, 2011

# IRVINE POLICE MANAGEMENT ASSOCIATION

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
IRVINE POLICE MANAGEMENT ASSOCIATION  
AND  
CITY OF IRVINE  
JULY 1, 2009 TO JUNE 30, 2011

PREAMBLE

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

Article I - Recognition

The City hereby certifies the Irvine Police Management Association as an exclusive representative, as set forth in the Government Code and the City's employer-employee policy, of a unit consisting of all employees employed in the classifications of POLICE COMMANDER AND POLICE LIEUTENANT.

Article II - City Rights

Except as expressly limited by this Memorandum of Understanding or other applicable laws, the City retains the exclusive right (a) to direct employees of the Police Department; (b) to hire, promote, transfer, and assign employees to positions within the Department consistent with applicable classifications; (c) to dismiss employees because of lack of work; (d) to reprimand, demote, suspend or discharge employees;

(e) to determine the mission of the Department, its budget, its organization, the number of employees and the methods and technology of performing its work; (f) to take whatever action may be appropriate to carry out its mission in situations of emergency. The parties further understand that all rights not clearly and expressly limited by this Memorandum of Understanding are expressly reserved to the City, even though not enumerated.

### Article III - Employee Rights

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

### Article IV - Association Rights

- A. Payroll Deductions - The City agrees to continue payroll deductions to Association on behalf of its members for dues, and/or any insurance plan sponsored by the Association, unless authorization to make such deductions is canceled in writing by the individual employees.
  
- B. Release Time for Association Business - In order to allow the Association an opportunity to handle the business affairs of its members, including handling of grievances, the City shall, at the beginning of each contract year, establish the annual time bank specified below for Association use, to be used as authorized by the Association President, as the chief executive officer of the Association, and, in his absence, the Secretary. The Association agrees, however, that the effective operations of the Police Department are not to be adversely affected by the use of the time bank by the Association members. If the Association members' absence does not impact staffing or other vital departmental operations as determined by the Chief of Police, the employee shall be released without restrictions. It is also understood that time for the annual meet and confer preparation and meetings and/or any special meetings called by the City

shall not be charged against the time bank. It is also understood that hours from the time bank will not be carried over from year to year. The time bank will be a maximum of 200 hours per year for all Association business related to the Police Management unit.

#### Article V - Grievance Procedure

A. Matters Subject to the Grievance Procedure

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

B. Informal Grievance Adjustment

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

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

C. Formal Grievance Procedure

1. First Level

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

2. Second Level

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

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

3. Third Level

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

a. Advisory Arbitration

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

The fees and expenses of the arbitrator and the hearing shall be borne equally by the City and the Association. All other expenses, including fees and costs for witnesses and representatives, shall be borne by the party incurring them.

The Advisory Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues of violation of the MOU that were submitted to advisory arbitration. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues of MOU violation by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the Advisory Arbitrator shall rule on the arbitrability of the issues.

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

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

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

b. City Manager Review

If the Association does not concur with the employee request for advisory arbitration, the employee, within thirty-five (35) calendar days of the

Personnel Officer's decision may request and shall be granted a hearing by the City Manager in an executive session open to all parties at interest for final resolution of the grievance.

In instances when the Advisory Arbitration provision of this procedure is not utilized or available, the City Manager shall conduct such hearings, in executive session open to all parties in interest as he/she may deem necessary and the City Manager shall render a final and binding decision within thirty (30) calendar days following the conclusion of the hearing.

D. General Conditions

1. The Personnel Officer shall receive and retain copies of all written materials pertaining to the grievance.
2. At any step of the informal grievance adjustment or formal grievance procedure, a department director, supervisor, or employee may request a representative of Human Resources to participate in any discussions which may take place. Grievances may be initiated only by the concerned employee.
3. A formal grievance, not involving a specific supervisor or department director, may be submitted directly to the Personnel Officer.
4. An employee may represent himself/herself or select whomever he/she desires to represent him/her in the grievance procedure.
5. If an employee fails to proceed with a grievance within any of the time limits specified in this policy, the grievance shall be deemed settled on the basis of the last decision reached.
6. If management fails to respond within any of the time limit specified in this policy, the employee may proceed to the next level as if management responded on the last day possible.
7. An extension of the time limits specified in this process may be provided when mutually agreed upon by all parties concerned.

Article VI - Disciplinary Action

A. Disciplinary Authority

The department director shall have the right, for reasonable cause, to demote, dismiss, reduce in pay or suspend without pay for up to thirty (30) calendar days any regular member of the competitive service.

B. Discipline Procedure

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

If, the employee elects to respond in person, a meeting shall be scheduled with the department director or designee to whom the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.

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

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

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

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

C. Appeal

1. Right of Appeal:

When formal disciplinary action has been taken by the department director or designee and the employee has received written notification of the action, the employee shall have the right to appeal as provided below. Failure to appeal by the employee or his/her representative will make the disciplinary action final and conclusive.

2. Appeal Procedure:

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

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

3. Hearing Procedure:

a. The City Manager shall appoint a Hearing Officer to conduct hearings on appealable disciplinary actions imposed pursuant to this Article

b. Hearings shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence.

c. The Hearing Officer shall determine the relevancy, weight and credibility of testimony and evidence. The Hearing Officer shall base his/her findings on the preponderance of evidence.

- d. Each side will be permitted an opening statement and closing argument. The department director shall first present his/her witnesses and evidence to sustain the charges, and the employee will then present his/her witnesses and evidence in defense.
- e. Each side will be allowed to examine and cross-examine witnesses.
- f. Both the department director and the employee or their respective designees may be represented by legal counsel.
- g. The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.
- h. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.
- i. The Hearing Officer shall prepare a recommended decision and forward it to the City Manager after the matter of appeal was taken under submission by the Hearing Officer. The recommended decision shall set forth which charges the Hearing Officer sustains or does not sustain and the reasons therefore.
- j. After receiving the recommendation of the Hearing Officer, the City Manager may sustain or reject any or all of the charges filed against the employee. He/she may sustain, reject or modify the disciplinary action invoked against the employee.
- k. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay for necessary costs.

D. Dismissal:

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

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

Article VII - Existing Conditions of Employment

It is the understanding of the parties that the following wages, hours, and other terms and conditions of employment within the lawful scope of representation of the Association currently enjoyed by Police Commanders and Police Lieutenants will not be reduced and shall remain in full force and effect during the entire time of this Agreement, except as expressly provided herein or except by mutual agreement.

Article VIII - Wages

Salary Adjustments

The salary ranges of classifications covered by this Agreement shall be as set forth in the Schematic Arrangement of Class Titles and Salary Ranges as shown on Attachment I. Effective upon the ratification of this Agreement, the salary range for the Commander classification shall be set at no less than 9% above the classification of Lieutenant. The Commander classification will maintain a 9.59% spread below the Deputy Chief classification, not to exceed 12.5% over the Lieutenant classification.

Management Incentive Pay

Employees in the IPMA Unit shall be eligible to receive 3% management incentive pay above their base salary, in recognition of the unique nature of their work.

### Article IX – Bilingual Pay

The Chief of Police shall designate which positions shall be assigned bilingual duties and which languages shall be eligible for bilingual pay. Qualified employees who meet the following criteria shall receive an additional \$50.00 per month, paid at one time during the second pay period of the month, while serving in such positions and utilizing such designated second language(s).

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

An employee in a bilingual assignment may request assignment to a position, which does not require bilingual certification, if available.

### Article X – Special Events Pay

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

Effective upon the ratification of this Agreement, the Chief of Police may assign employees covered by this Agreement to work at a special event in a management capacity. Employees working in this capacity shall be compensated at one and one-half times the Lieutenant classification's top range of pay plus professional achievement pay.

Article XI – Benefits

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

Medical

One (1) indemnity medical plan (Blue Cross Prudent Buyer).  
Two (2) health maintenance organizations (HMO) (Blue Cross California Care and Kaiser)

Effective January 1, 2008 Blue Cross Prudent Buyer (PPO) and Blue Cross California Care (HMO) will be replaced by Blue Shield.

Dental

One (1) dental HMO (Guardian)  
One (1) group dental PPO (Guardian)

Psychological

One (1) group psychological plan

Vision

One (1) vision care plan, for employee coverage only

Effective July 1, 2003, the total cost to the City for medical, dental and vision insurance shall not exceed the following per month:

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

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

B. Effective January 1, 2008 and annually thereafter employees will 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 XI, 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 XI, 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.

C. Employees not claiming dependents on their medical, dental, psychological and vision plans shall receive \$150 per month. The stipend may be used for deferred compensation, un-reimbursed medical expenses, or taxable cash.

D. Citywide Insurance Committee

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

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

E. Disability Insurance

1. The City shall provide major disability coverage with benefits as follows:

<u>CLASSIFICATION</u>	<u>BENEFIT LIMITATION</u>
Police Lieutenant	66-2/3% of the employee's monthly earnings
Police Commander	66-2/3% of the employee's monthly earnings

2. Pursuant to the City of Irvine Personnel Policy, the City shall continue to pay for the health and dental benefits for the first six months for the employee out on long-term disability.

F. Life Insurance

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

G. Telecommunication Allowance

Upon the ratification of this Agreement, employees covered by this Agreement shall be provided a \$100 monthly allowance for cellular service. In addition, a reimbursement of up to \$200 for cellular equipment will be provided upon receipt of invoice initially (following appointment to affected classification) and once every two years thereafter, if necessary to replace existing equipment. All purchases shall conform to the approved list of equipment as determined by the Chief of Police. All contracts for cellular service shall be between the provider and the individual.

Article XII

Sworn Employees Retirement Plan and Retiree Health Insurance

A. Extension of Health Insurance Beyond Retirement

Any employee covered by this Memorandum of Understanding who has retired and has completed 15 years of service with the City or 10 years of service with the City and has reached the age of at least 50 years, or who has been medically retired at any age, shall be entitled to purchase the medical insurance plan in effect at the time. The employee shall pay the City premium group rates for employee and the employee's dependents, at the cost of the employee.

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

B. Retiree Health Benefits

Effective March 8, 2005 each employee covered by this Agreement shall contribute as follows:

1. Employees who previously participated in the Voluntary Employees' Benefits Association (VEBA) administered by the Irvine Police Association (IPA) shall contribute an amount equal to 3% of the top step police sergeant base salary to the IPA VEBA.
2. All other employees shall contribute an amount equal to 3% of base salary to a Retiree Health Savings (RHS) account.

C. The provisions of section C shall apply to all new employees and to employees, as of February 2, 2002, who elected to waive their rights in the City of Irvine Defined Pension Plan and who elected to transfer to the CalPERS program through the irrevocable election process. All members covered by CalPERS shall no longer be entitled to any benefits past, present or future, provided by the City of Irvine Defined Benefit Pension Plan.

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

All employees hired on or after the effective date of the CalPERS contract shall become members of the CalPERS Retirement Program. Employees who promote into IPMA, who had previously elected to waive their rights to

the CalPERS program and remained in the City of Irvine Defined Benefit Pension Plan through the irrevocable election process, shall remain in the City of Irvine Defined Benefit Pension Plan and be covered by its provisions as noted in their former MOU.

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

2. Employer-Paid Member Contribution

The City will contribute the 9% member contribution on behalf of the employee. The employer-paid member contribution shall be considered deferred income for federal and state income tax purposes. Should any state or federal agency alter the current income tax treatment of such payment, the consequences of such action shall be the sole responsibility of the affected employees, and shall in no way alter any obligation of the City toward such employees.

3. Uniform Evaluation

Sworn officer uniforms will be valued annually and shall be expensed for PERS purposes on a bi-weekly basis.

Article XIII - Flexible Spending Account

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

#### Article XIV

##### Police Management Professional Achievement Plan Program

1. An employee will be eligible for a seven percent (7%) Professional Achievement benefit upon completion of a California P.O.S.T. Management course. This benefit shall cease if the employee is not eligible and/or does not apply for his/her P.O.S.T. Management Certificate within two years of being promoted.
2. An employee will be eligible for an additional five percent (5%) Professional Achievement benefit upon completing a two-year Post Command program or attaining a Master's Degree in Criminal Justice, Sociology, Public Administration, Business Administration, or a related field from an accredited college or university.

#### Article XV – Administrative Leave

Employees shall not be required to charge accrued paid leave accounts or take leave without pay for an absence of less than one day for personal reasons. Effective the first full payroll period in January of each year, employees will receive forty (40) hours of Administrative Leave per calendar year. Administrative Leave will be prorated on a monthly basis for Police Management employees appointed into the IPMA unit during the calendar year. Additional Administrative Leave may be approved by the department director or City Manager. Administrative Leave must be used by the end of the calendar year and such hours shall not be accrued from year-to-year or paid off upon termination.

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

Article XVI – Annual Physical Examination

The City shall reimburse Police Lieutenants and Police Commanders to a maximum of \$500 for expenses incurred as a result of an annual physical examination. An annual physical is optional. Expenses eligible for payment by the City health insurance plan shall not be eligible for reimbursement.

Article XVII - Leaves

A. Vacation

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

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

Effective January 1, 1995, employees who are hired or promoted into this unit may not accrue more than three (3) times their annual accrual rate of vacation hours. When an employee earns vacation in excess of the cap on accrual, the employee shall be paid for the vacation during the pay period earned and the employee's base rate of pay. The times during a calendar year at which an employee may take his/her vacation shall be determined by the department director or his/her designee with due regard for the wishes of the employee and particular regard for the needs of the City.

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

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

B. Vacation Buy-back

An employee may elect to have the City buy-back up to eighty (80) hours of accrued vacation in increments of eight (8) hours at the employee's base rate of pay if the employee used forty (40) hours of vacation during the designated usage period. The vacation usage period and the annual election period shall be designated and announced by Human Resources annually. The payment shall be received by the employee by Thanksgiving.

C. Personal Sick Leave

Regular and probationary employees shall accrue Personal Sick Leave credits at the rate of eight (8) hours per month.

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

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

D. Personal Sick Leave Conversion

1. Personal Sick Leave Conversion – Effective July 1, 1996, all cash distribution options for sick leave accruals will be eliminated. Specifically, sick leave conversion to vacation during employment, and sick leave conversion to cash upon separation are removed. Under no circumstances shall an employee be eligible to receive a cash payment for his/her sick leave accruals. Upon honorable separation from service, which includes a disability retirement, a service retirement, or a layoff, a regular employee's sick leave accruals will be converted based on the sick leave conversion schedule shown below:

<u>Years of Service</u>	<u>Conversion Rate</u>
0 through 5	0
5 through 10	33%
10 through 20	50%
20 through 25	80%
25 +	90%

Upon separation from the City, the converted value of sick leave accruals will be transferred to the Sick Leave Conversion/Retiree Premium Reimbursement Plan.

2. Upon promotion to an unrepresented sworn position with the City, sick leave over 250 hours will be converted into a Retiree Health Savings Account. Conversion rate is based on years of service as referenced in 1., above.

E. Personal Leave/Family Sick Leave

1. By January 1 of each year, regular and probationary employees may elect a Personal Leave benefit of 42 hours per year or a Family Sick Leave benefit of up to 40 hours per year and a Personal Leave benefit of 10 hours per year. Such hours shall not be carried over from year to year. Regular and probationary employees who commence employment with the City or return from an unpaid leave of absence from the City after January 1 will receive eight (8) hours less Personal Leave for every four (4) months the employee is not on paid status with the City, or if Family Sick Leave is selected by the employee, he/she will not be granted eight (8) hours Family Sick Leave for every three (3) months the employee is not on paid status with the City.

The Personal Leave benefit may be used by the employee to conduct personal business. The employee shall notify his/her immediate or designated supervisor of the use of a Personal Leave day at least 24 hours in advance unless circumstances beyond the employee's control prevent such notification.

Family Sick Leave is to be used when absence is necessitated by illness of immediate family members. The immediate family shall be defined as the spouse, children, and parents only. In the event that an employee can demonstrate sole care for brothers or sisters, he/she may use Family Sick Leave for that individual. In each such case, the department director or designee shall grant such Family Sick Leave.

When absence for Family Sick Leave is for one workday or more, the employee may be required to file a physician's certificate with the Personnel Officer, stating the nature of the family illness. In order to receive compensation while absent on Family Sick Leave, the employee shall notify his/her superior or the designated department contact prior to or within two (2) hours of normally scheduled reporting time, or as may be specified by the department director or designee.

F. Bereavement Leave

Regular and probationary employees shall receive credits of up to forty (40) hours per calendar year for absence necessitated by the death of immediate family members. Such credits shall not be carried over from year-to-year. Regular and probationary employees who commence employment with the City or return from an unpaid leave of absence from the City after January 1, will receive eight (8) hours less Bereavement Leave for every three (3) months the employee is not on paid status with the City.

The immediate family shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent.

Where such death has occurred and upon request of the department director the employee shall furnish satisfactory evidence of such death. In cases where, in the preceding six (6) calendar months, an employee was granted use of Family Sick Leave for the critical illness of that same relative, no more than a total combination of forty (40) hours Family Sick Leave and Bereavement Leave will be allowed unless approved for extenuating circumstances by the City Manager.

G. Parenthood Leave

A regular employee may be granted a temporary 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.

H. Jury Duty

Every classified employee of the City who is called or required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call, and shall receive full compensation. Any compensation the employee is entitled to receive from the court will be submitted to the Finance Officer and will be included as a part of the total remuneration.

I. Industrial Accident Leave

In the event it is determined that a regular or probationary full-time employee is absent from work as a result of any injury or disease arising out of and during the course of employment with the City of Irvine which comes under the State of California Workers' Compensation Insurance and Safety Act and is considered temporarily disabled and not permanent and stationary, such absence shall be considered to be Industrial Accident Leave.

In such case of injury or disease arising out of or during the course of employment and is compensable under State law and is considered temporarily disabled and not permanent and stationary, the employee shall receive the difference between any Workers' Compensation payments and her/his regular salary for a maximum of 2080 hours.

In the event of an on-the-job injury or accident resulting in loss of time beyond that required for immediate medical attention, such employees may be required to be examined 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 accident shall be grounds for disciplinary action.

For CalPERS members, the City shall follow the provisions of Section 4850 of the California Labor Code when that member is disabled by injury or illness arising out of and in the course of his/her duties.

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

#### Article XVIII- Holidays and Holiday Pay

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

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

The City shall determine the actual dates for each of the eleven (11) foregoing holidays. Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner.

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

Unit employees who do not work on a holiday shall receive pay for such holidays in an amount equal to their base hourly rate of pay times ten (10) hours provided they are in a paid status for all or a portion of both the regularly scheduled work assignment

immediately prior to the holiday and the regularly scheduled work assignment immediately after the holiday.

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

#### Article XIX – Plain Clothes Assignments

Employees working in plain-clothes assignments may receive up to \$300 per year in reimbursement for clothing costs. The \$300 per year is to be derived from the Department's uniform account and is to be handled by modifying the Department procedure on uniforms.

#### Article XX – Education Reimbursement

Regular employees shall be eligible for reimbursement of approved education expenses, including tuition, books, and laboratory fees and parking fees to a maximum of \$1,300 per calendar year. Police Commanders and Police Lieutenants may use up to \$1,300 of the above allocations for approved management professional development programs. Effective January 1, 2004, up to \$500 of the employee's annual professional development fund may be used towards travel, hotel and meal expenses for City approved conferences, seminars and/or job related training. Employees using professional development funds for travel-related purposes shall be subject to all guidelines established by City travel policies and procedures.

#### Article XXI - City Manager's Award for Employee Achievement

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

### Article XXII - Hours of Work

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

### Article XXIII- Promotions

If there are at least three (3) current employees who file for an open position and meet the minimum qualifications for the position, then the City will follow the procedure outlined below:

- A. The City will schedule and hold the appropriate examinations and interviews with all current employees who have met the minimum qualifications. In the interview and testing process, the Department Director and the Manager of Human Resources shall ensure that applicants are equal to candidates from outside sources. If the Department Director and Manager of Human Resources jointly determine at any time during the interview and testing process that there are not at least three (3) in-house candidates for each vacancy who are comparable to applicants from other sources, then the Department Director may request Human Resources initiate an open recruitment in which City applicants will be considered.
  
- B. Following the results of the testing process, Human Resources shall establish a numerically ranked eligibility list of qualified applicants. The eligibility listing will not be posted in public posting areas in order to maintain confidentiality.

### Article XXIV – Layoff

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

#### Article XXV - Completion of Meet and Confer Process

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

#### Article XXVI - Concerted Activities

Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association hereby agrees that during the term of this Memorandum of Understanding, 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 Memorandum of Understanding; disputes which are specifically not subjects of this Memorandum of Understanding; disputes between the City and other employee organizations, persons or employees; jurisdictional disputes.

In the event of any strike, walkout, slowdown, sick-out or other work stoppage or threat thereof against the City, the Association and its officers will take all steps reasonable within their control to end or avert the same.

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

#### Article XXVII - Term

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

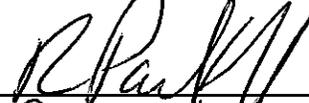
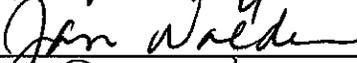
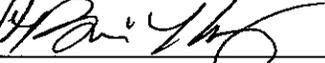
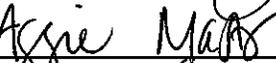
The Agreement shall remain in force and effect until June 30, 2011, and supersedes all other agreements between the parties.

Article XXVIII - City Council Approval and Association Ratification

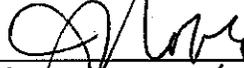
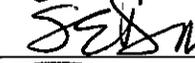
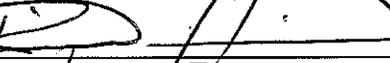
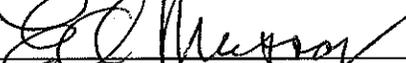
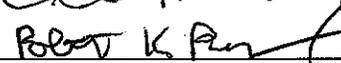
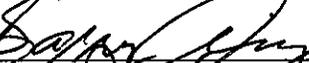
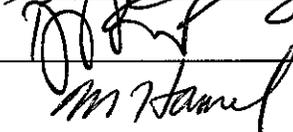
It is the understanding of the City and the Association that this Agreement shall have no force or effect whatsoever, unless and until adopted and ratified by the Irvine Police Management Association and adopted by Resolution of the City Council of the City of Irvine. Each Party agrees to use its best efforts to obtain necessary approvals for this Agreement to become effective. Following approval of the City Council, the City shall implement the terms of this Agreement by appropriate ordinance, resolution or other means.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 23rd day of June, 2009.

CITY OF IRVINE

BY   
BY   
BY   
BY   
BY 

IRVINE POLICE MANAGEMENT ASSOCIATION

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BY 

Approved as to form:

  
Attorney for the City

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Attorney for the Association

ATTACHMENT I

IRVINE POLICE MANAGEMENT ASSOCIATION  
Schematic Arrangement of  
Class Titles and Salary Ranges  
for Police Lieutenants and Police Commanders (Exempt)

<u>CLASS TITLE</u>	<u>APPROXIMATE MONTHLY EQUIVALENT</u>	<u>APPROXIMATE ANNUAL RATE</u>
	<u>Effective July 1, 2007</u>	
Police Lieutenant	7,973 – 11,139	95,679 – 133,665
Police Commander	8,656 – 12,106	103,867 – 145,271
	<u>Effective July 1, 2008</u>	
Police Lieutenant	8,365 – 11,530	100,379 – 138,365
Police Commander	9,047 – 12,498	108,567 – 149,971

The Commander classification will maintain a 9.59% spread below the Deputy Chief classification, not to exceed 12.5% over the Lieutenant classification.

## ATTACHMENT II

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

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

#### BACKGROUND FACTS

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

#### AGREEMENT

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

1. Agreement Is Part of the MOU

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

2. PERS Benefits are Contingent

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

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

3. Effective Date of Change to PERS

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

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

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

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

#### 5. Elections Required To Join PERS

- a. All active employees represented by the IPMA, and other eligible employees pursuant to rules of PERS, including the current active members of the IPA, will

participate in an election to choose (or not choose) PERS instead of the City DB plan.

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

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

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

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

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

8. Administration of the City DB plan

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

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

9. Termination of the City DB plan

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

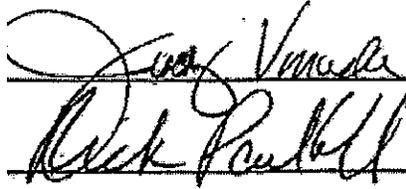
10. Miscellaneous

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

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

CITY OF IRVINE

IRVINE POLICE MANAGEMENT  
ASSOCIATION

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_, 2001

10-25

\_\_\_\_\_, 2001

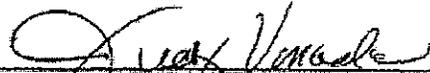
ATTACHMENT III

Side letter Agreement: Commander Promotions

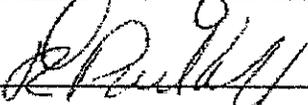
Effective the pay period following the adoption of this Agreement, the City and IPMA agree that the three current lieutenants temporarily assigned to Area Commander duties, will be permanently placed into the position of Commander without undergoing an examination process. All current IPMA members waive their rights to participating in a selection process for these positions.

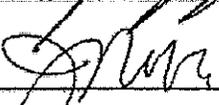
CITY OF IRVINE

IRVINE POLICE MANAGEMENT ASSOCIATION

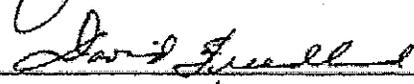
By 

By 

By 

By 

By 

By 

By 

By 

  
  
Susan...



## ATTACHMENT V

### IPMA SIDE LETTER AGREEMENT TO MOU PAY FOR PERFORMANCE

Effective with the 2007 – 2009 MOU, the following modifications will be made:

For employees in the IPMA bargaining unit, the Performance Appraisal System for Sworn Employees is modified effective July 1, 2007 to reflect the rating criteria, base salary adjustment amounts and annual incentive bonus amount provided to other management employees, as follows:

Pay for Performance: Upon completion of a written performance review, employees may be eligible for merit adjustments in the following manner.

- Employees whose salary is below the maximum of their salary range, and who receive an “Achieves Expectations” performance review, will be eligible for a 3% base salary adjustment up to the maximum.
- Employees whose salary is below the maximum of their salary range, and who receive an “Achieves Expectations Plus” performance review, will be eligible for a 4.5% base salary adjustment up to the maximum.
- Employees whose salary is below the maximum of their salary range, and who receive an “Exceeds Expectations” performance review, will be eligible for a 6% base salary adjustment up to the maximum.
- Employees whose salary is near the maximum of their salary range, and who receive an “Achieves Expectations” or “Achieves Expectations Plus” or “Exceeds Expectations” performance review, will only receive that portion of the pay increase which increases their base pay up to the maximum of the salary range.
- Employees who receive a “needs improvement” performance review are not eligible for any salary increase.

- Employees whose salary is at the maximum of their salary range, and who receive an "Achieves Expectations" or "Achieves Expectations Plus" performance review, are not eligible for any salary increase.
- Employees who receive an "Exceeds Expectations" review can earn an incentive bonus up to 6% of their annual salary, reported as special compensation. The bonus will be payable with the annual evaluation, prorated over the previous twelve-month period. The total combination of annual incentive bonus and annual base pay increase, as a result of the performance review process, may not exceed 6%.
- Bonus pay increases must be re-earned each year.
- The dates for performance reviews and eligibility for merit pay adjustments will be adjusted for unpaid leaves of absence in excess of thirty (30) days.

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

CITY OF IRVINE

IRVINE POLICE MANAGEMENT ASSOCIATION

*Rick Puff*  
Jan Walden

*John H. B.*  
Robert K. Brown *Sidman*

\_\_\_\_\_, 2007

\_\_\_\_\_, 2007

*Chris Thompson*  
*[Signature]*

*Barry Jones*  
*David Freedland*  
*M. H. H.*  
*E. Deery*  
*[Signature]*  
*[Signature]*

ATTACHMENT VI

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

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

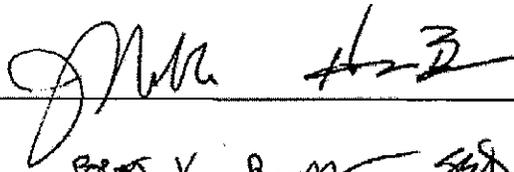
These provisions are not applicable during this contract period, unless the salary for Deputy Chief is increased in July 2008 to an amount greater than 9.59% over the top of range for Commander.

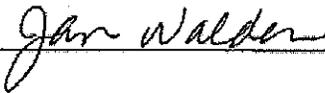
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set out below.

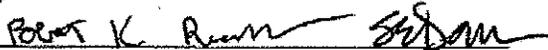
CITY OF IRVINE

IRVINE POLICE MANAGEMENT ASSOCIATION



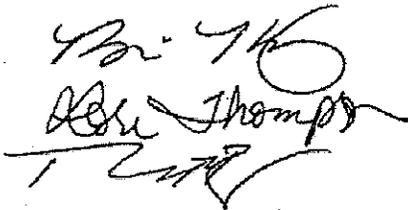


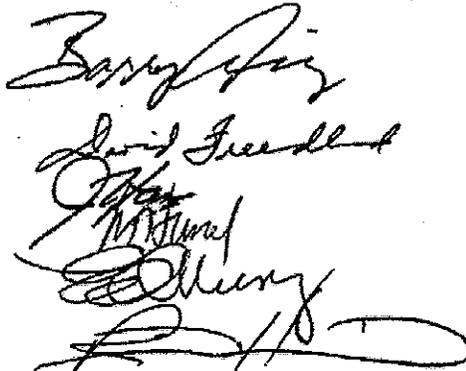




\_\_\_\_\_, 2007

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## ATTACHMENT IX

### IPMA

Side Letter Agreement to MOU

Contract Period: July 1, 2009 – June 30, 2011

Effective July 1, 2009

### ME TOO

If during the term of this agreement, the City adopts or applies provisions for merit increases or performance based bonus payments for any other group of employees, then the merit increase provisions and performance based bonus payment provisions of the IPMA MOU will be reinstated effective for the same time period.

If during the term of this agreement, the City enters into an agreement with, or imposes terms and conditions of employment on, any other Association or Union recognized as an exclusive representative of employees, or adopts by Resolution terms and conditions of employment for any other group of City employees including employees currently covered by the Management Resolution or the Confidential Resolution, which include a base salary increase, then the base salary for IPMA covered classes shall increase by an identical percentage.

If during the term of this agreement, the City enters into an agreement with, or imposes terms and conditions of employment on, any other Association or Union recognized as an exclusive representative of employees, or adopts by Resolution terms and conditions of employment with any other group of City employees including employees currently covered by the Management Resolution or the Confidential Resolution, which provide for an increase in salary or benefits that impact the unit's total compensation, then an identical percentage increase to the total compensation of the IPMA will be provided.

If during the term of this agreement, the City enters into an agreement with, or imposes terms and conditions of employment on, any other Association or Union recognized as an exclusive representative of employees, or adopts by Resolution terms and conditions of

