

CITY COUNCIL RESOLUTION NO. 15-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE ASSOCIATION (IPA), AND SUPERSEDING ALL PREVIOUS IPA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2015

WHEREAS, the City of Irvine (City) and the Irvine Police Association (IPA) 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 IPA have reached agreement on wages, benefits, hours and other conditions of employment for the period of August 11, 2015 through August 10, 2017; and

WHEREAS, the previous Memorandum of Understanding between the City of Irvine and IPA was adopted by the City Council pursuant to Resolution No. 13-141.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE that the 2015-2017 Memorandum of Understanding, attached hereto, between the City and IPA is approved and adopted. The compensation policy provided for by this resolution shall be operative from and after 12:01 a.m. on the eleventh day of August 2015, 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 All previous resolutions are hereby repealed effective on the operative date of this resolution.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 an adjourned regular meeting held on the 11<sup>th</sup> day of August 2015.

  
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, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Resolution was adopted at an adjourned regular meeting of the City Council of the City of Irvine, held on the 11<sup>th</sup> day of August 2015.

AYES:           3     COUNCILMEMBERS:     Krom, Shea and Choi

NOES:           1     COUNCILMEMBERS:     Schott

ABSENT:        1     COUNCILMEMBERS:     Lalloway

ABSTAIN:       0     COUNCILMEMBERS:     None



CITY CLERK OF THE CITY OF IRVINE



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
IRVINE POLICE ASSOCIATION  
AND  
CITY OF IRVINE

AUGUST 11, 2015 to AUGUST 10, 2017

# IRVINE POLICE ASSOCIATION

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
IRVINE POLICE ASSOCIATION  
AND  
CITY OF IRVINE  
AUGUST 11, 2015 to AUGUST 10, 2017

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 ASSOCIATION, hereinafter referred to as "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 confirms its prior certification of the Irvine Police 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 OFFICER and POLICE SERGEANT.

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 Department 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 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 calendar year, establish the annual time banks 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 Vice President. 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 minimum staffing levels, or other vital departmental operations as determined by the Division Commander or the Lieutenant in charge, 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 420 hours per year for all Association business related to this unit of representation as described in Article I.

## Article V - Grievance Procedure

### A. Matters Subject to the Grievance Procedure

A grievance may be filed for any 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 the Memorandum of Understanding (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 Procedures 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 his/her 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 (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 Arbitrator 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

An authorized departmental manager or supervisor 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 departmental manager or supervisor in reaching his/her decision to propose the action.

The director will hear employee responses on all contemplated disciplinary actions which propose a penalty equal to or more severe than a forty hour suspension without pay, while his/her designee may hear those responses where less severe discipline is proposed.

If the employee elects to respond in person, a meeting shall be scheduled with the department director or his/her designee, whichever is applicable, at which time 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 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.

3. Hearing Procedure

a. The City Manager shall appoint a Hearing Officer to conduct hearings on appealable disciplinary actions imposed pursuant to this Article. The hearing shall commence within ninety (90) days from the receipt of the appeal unless otherwise agreed to by the department director and the employee or their respective designees.

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 Officers and Sergeants will not be reduced and shall remain in full force and effect during the entire time of this Understanding, except as expressly provided herein or except by mutual agreement.

#### Article VIII – Wages

##### Salary Adjustments

The criteria for advancement within salary ranges which appear in the City's Personnel Rules and Regulations are set forth in Attachment II. 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 III.

Effective the pay period that includes August 11, 2015, the base salary of the employees in this bargaining unit shall be increased by 4%.

Effective the pay period that includes August 11, 2015, all unit members enrolled in CalPERS who are not new members under PEPRA shall contribute an amount through payroll deductions equal to 1.5% of compensation in the form of cost sharing of the City's required contribution to CalPERS under Government code section 20516(f). These cost sharing deductions shall be made on a pre-tax basis to the extent allowed under applicable law. All unit members shall receive a

base salary increase of 1.25% at the same time. Unit members enrolled in the City of Irvine Defined Benefit Pension Plan shall make additional contributions as described in Article XI.A.1.b of this MOU.

Effective the pay period that includes August 11, 2016, the base salary of employees in this bargaining unit shall be increased by 4%.

Effective the pay period that includes August 11, 2016, all unit members enrolled in CalPERS who are not new members under PEPRA shall contribute an amount through payroll deductions equal to an additional 1.5% (3.0% total) of compensation in the form of cost sharing of the City's required contribution to CalPERS under Government code section 20516(f). These cost sharing deductions shall be made on a pre-tax basis to the extent allowed under applicable law. All unit members shall receive a base salary increase of 1.25% at the same time. Unit members enrolled in the City of Irvine Defined Benefit Pension Plan shall make additional contributions as described in Article XI.A.1.b of this MOU.

The parties intend that the cost sharing under Government code section 20516(f) above and the related base salary increases totaling 2.5% continue in the event this MOU expires without a new MOU in place. In the event that the cost sharing is not continued for any reason, the related base salary increases shall expire simultaneously. The cost sharing amounts are in addition to the employee contributions required by law as described in Article XI.A.1.b and XI.B.3 of this MOU.

#### Payroll Date Change Reopener

The City shall change the current practice related to the timing of payroll distribution in September 2016. Between ratification of this MOU and September 2016, the City and IPA shall discuss the options for making this change, which shall prospectively increase the time between the end of a payroll period and the distribution of salary to employees. Any change made shall not reduce the number of paychecks distributed to employees in calendar year 2016.

### Article IX – Overtime

#### A. General Overtime

All Police Officers and Sergeants shall be entitled to premium overtime compensation at the rate of one and one-half times the employee's regular rate of pay for all time worked or deemed to have been worked (which includes authorized absences for sick leave, holiday, vacation and other paid leaves of absence or time taken for compensatory time

off) in excess of: a) the employee's regularly scheduled daily work shift; or b) 80 hours per two-week pay period. Payment of overtime will not be cumulative based on these two criteria. Thus, for example, if an employee works 11 hours while on an assigned 10 hour work shift in a day which results in the employee working 81 hours in a two-week pay period, the employee would only be entitled to receive one hour of overtime. The parties understand that the City's adoption of the 28-day, 171-hour work period pursuant to Section 7 (k) of the Fair Labor Standards Act remains in full force and effect. However, overtime entitlements will be based on the two criteria set forth above: a) ten or twelve and one-half hours per day, depending on assigned work shift; or b) 80 hours per two-week pay period.

In calculating an employee's regular rate of pay for overtime purposes, in addition to an employee's base rate of pay, the following incentive pays shall be included to the extent that an employee qualifies for the particular incentive pay:

- |   |                           |
|---|---------------------------|
| a) Standby pay (dollars, not hours)       | g) Investigation pay      |
| b) Court standby pay (dollars, not hours) | h) Motor officers' pay    |
| c) Firearms qualification compensation    | i) Special Operations pay |
| d) Intermediate P.O.S.T Certificate       | j) Field training pay     |
| e) Advanced P.O.S.T Certificate           |                           |
| f) Supervisor's P.O.S.T Certificate       |                           |

**B. Special Events**

It shall be the responsibility of the "Assigned Lieutenant" to monitor the application of the special events policy, and he has the authority to adjust elements of this policy as circumstances/events necessitate. Existing (Attachment I) staffing levels applicable to the Irvine Meadows will be maintained during the course of this Agreement.

Police Officers and Sergeants, who volunteer to serve in a non-supervisory or a supervisory position for special events held pursuant to the contract with the City under resolution No. 83-19 or as otherwise designated by the City, shall be compensated according to the general overtime provisions noted in Article IX, Section A.

Commercial special events will be scheduled at a minimum of four (4) hours and all non-profit special events will be scheduled at a minimum of three (3) hours except for football games which will be scheduled for a minimum of four (4) hours.



Sign-up procedure for Special Events Overtime shall be as follows:

- a. When possible, special event overtime rosters will be posted a minimum of ten (10) calendar days prior to the event;
- b. To assure fairness in availability of special events overtime, the Coordinator shall use a system for alternating routine sign-up lists to a supervisor in charge of individual patrol shifts or specialty areas. In all cases, the list may be rotated among on duty personnel within that section receiving first priority, but must be placed in the special events schedule book by the end of the first day after the list is furnished. During this period, the shift or specialty supervisor or his/her designee may make an attempt to contact both on and off duty personnel assigned to that shift/area to determine their desire to work the assignment. The shift or specialty supervisor or designee may sign the name of the person contacted on the sign-up list, and initial same.
- c. At the top of each overtime roster, a "posting date" and an "open date" will be listed.
- d. During the first three (3) calendar days a roster is posted, on which there are two scheduled events an individual will be limited to one sign-up per roster list. On rosters containing more than two scheduled events, an individual will be limited to a maximum of two sign-ups per list.
- e. Commencing on the fourth (4th) calendar day, (open day), there will be no limit on the number of times an individual may sign up;
- f. Last minute events (within five (5) calendar days of the event) will be posted on a separate list and placed directly in the Special Events Schedule Book by the Coordinator for immediate filling.

g. Violations of any provision of this process may result in restriction of working Special Events as follows: 1st violation - 30 calendar days; 2nd violation - 60 calendar days; 3rd violation - remainder of the calendar year.

h. Each time an individual signs a slot on the special event overtime roster he/she will place the date adjacent to his/her name;

i. Individuals may sign up for themselves only and shall not remove their name from an overtime roster without approval of a supervisor who must initial the change.

j. Special events overtime roster sign-ups will be limited to full-time sworn personnel with the following exceptions:

(1) Three (3) calendar days prior to a scheduled event, the Special Events Coordinator may fill vacant positions on a previously posted roster.

(2) Any school sponsored event where associated student body funds are utilized for payment, i.e., basketball games and dances, may be filled with a combination of full-time sworn and reserve personnel.

(3) Individuals signing up for a special event shall be subject to the direction of the Special Events Coordinator under normal circumstances; however, in the event of an emergency or unusual occurrence, the ranking officer present will assume command control of the situation.

(4) Minimum staffing levels established for an event do not preclude the Coordinator from adding personnel when the need dictates. In such cases, additional positions would be added as a supplement to the original roster and placed directly in the Special Events Book by the Coordinator.

(5) Any employee on a performance action plan is prohibited from working a special event.

- k. On special event assignments where a supervisor's position is listed for a specific detail, i.e., Irvine Meadows - Traffic Control, or Irvine Meadows - Parking Lot, another position with the same amount of hours shall be designated "Officer." Only Police Officers will be allowed to sign up for this position, except pursuant to Section j. (1) above. If no supervisor's position is designated, the detail will be open to all sworn personnel below rank of Lieutenant.

C. Compensation for Court Stand-by and Appearance Time

1. Standby Time

Any Police Officer or Sergeant required to remain at his/her residence and/or promptly available by phone or pager while in an off-duty status because he/she is put "on-call" for court appearance, will receive a sum equivalent to two hours of regular salary at his/her base hourly rate. In the event that a morning on-call status continues beyond the court's noon recess, the employee will receive an additional sum equal to two hours at his/her hourly base rate. If the employee is not placed off-call 48 hours prior to 0900 the morning of the subpoena appearance date, the employee will receive two (2) hours of stand by time.

2. Court Appearance Time

Any Police Officer or Sergeant who is off duty and is required to appear in court after being placed on call, will receive premium overtime compensation at a time and one-half for actual hours required for court appearance, or for two (2) hours if the actual hours required are two (2) hours or less. When such court appearance requires the employee to be in attendance before and after the court lunch recess, such lunchtime will be included in determining the employee's court overtime pay.

Any Police Officer or Sergeant required to respond to court while in an off-duty status and not previously having been placed on call will be paid a minimum of two hours of overtime compensation.

3. DMV Hearings

Employees who participate in a DMV hearing while off-duty will receive a minimum of two (2) hours of premium overtime or the actual time, whichever is greater. If the hearing scheduled during the employee's off-duty time is cancelled and the employee is not notified 48 hours prior to the scheduled time, the employee will receive the two (2) hours of premium overtime.

D. Firearms Qualification Compensation

Police Officers and Sergeants not assigned to shifts that overlap normal shooting range hours shall be eligible for overtime compensation of time and one-half for actual hours spent qualifying at the range. It is expressly understood that Officers will be required to qualify at the discretion of the City, but that such requirement will be no less than every other month.

E. Call-Back Pay

Employees called into work will not be compensated for travel to and from the court or work assignment, but will be provided a minimum of two hours premium overtime compensation.

Article X – Benefits

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

Medical

One (1) indemnity medical plan

Two (2) health maintenance organizations (HMO)

Dental

One (1) dental HMO (Guardian)

One (1) group dental PPO (Guardian)

Vision

One (1) vision care plan

- B. 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.

- C. Effective January 1, 2008 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 X, item B, 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 X, 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, 2014, the increase in the cost of HMO Medical Plans over the costs in effect December 31, 2013 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.

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. Notwithstanding the above, during the term of this Agreement, the parties agree to meet and discuss the potential impact of the Affordable Care Act and explore other cost sharing methods that may be mutually beneficial. By

agreement of the parties, plan design changes or alternative cost sharing measures may be implemented in lieu of the 95/5% split.

D. 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 toward health insurance benefits under the reopener, absent mutual agreement between the City and IPA.

E. 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 taken as taxable cash.

F. Employees covered by this Agreement who are over the age of 40 will be required to submit to a "Cardiovascular Optimum Performance Survey" once every two years as described in Attachment VI.

It is further understood and agreed upon that the results of these surveys are strictly confidential and are protected under the doctor-patient privilege. The Department and the City do not have a right to obtain the results of this survey or to use this survey to inquire to the fitness of the employee to perform his/her job relative to this survey. Any disclosure of results of this survey shall be done by the affected employee only. This survey will be done while on duty with the officer being allowed to flex his/her schedule.

G. Citywide Insurance Committee

The Citywide Insurance Committee shall be composed of one representative from each of the following: Irvine Police Association (IPA), Irvine Police Management Association (IPMA), Irvine Professional Employees Association (IPEA), Irvine City Employees Association (ICEA), Supervisory/Administrative employees (ASAP), 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 as claims history, and proposed changes in rates or coverages.

H. Disability Insurance

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

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

2. Pursuant to the City of Irvine Personnel Rules and Procedures, Article 14, Section 5, 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.

I. Life Insurance

Employees covered by this Agreement shall be provided a life insurance plan in the amount of \$65,000.

Article XI - Sworn Employees Retirement Plan

- A. The provisions of this Section A shall apply to employees who, as of February 2, 2002, elected to decline CalPERS benefits and remain in the City of Irvine Defined Benefit Pension Plan ("City Plan").

1. Sergeants and Police Officers retiring from service, shall be entitled to an annual benefit at retirement (eligible at 50 with 5 or more years of service) of two and one-half percent (2.5%) of the single highest year's salary for each year of service under the plan, which sum shall be paid over a twelve month period. Employee shall become fifty (50) percent vested in said retirement benefits upon successful completion of the probationary period. Such vested interest shall increase annually thereafter at the rate of five (5) percent to a total of one hundred percent (100%), and in the event that an eligible employee continues to work beyond the age of fifty that employee shall receive retirement benefits in an annual amount equal to the following schedule:

<u>Retirement Age</u>	<u>Percentage of Earnings</u>
50	2.50%
51	2.60%
52	2.70%
53	2.80%
54	2.90%
55 or higher	3.00%

The Professional Achievement Bonuses set forth in Article XV shall be included in the base compensation upon which retirement benefits and contributions are calculated.

The City shall contribute up to 29.50% of base pay, towards the retirement benefit.

Said plan shall further provide employees covered by this MOU an opportunity to receive retirement benefits in a monthly amount equal to at least fifty percent (50%) of the employee's single highest year's base salary compensation, excluding overtime, bonus, incentive pay, etc., while employed with the City in each and every case where the employee is incapacitated from performance of his/her duties as a result of an illness or injury incurred during the course and scope of employment with such benefits to extend from date of retirement for life.

An employee hired prior to July 1, 1998 who has five (5) years of service as a sworn Irvine employee and who is incapacitated from performance of his/her duties as a result of an illness or injury incurred outside the course and scope of employment shall have the opportunity to receive retirement benefits in a monthly amount equal to at least 50% of the average of the employee's highest annual compensation. Employees hired on or after July 1, 1998 must have at least ten (10) years of service as a sworn Irvine employee to be eligible for this benefit. Separation due to involuntary retirement for disability shall not be considered discipline for the purposes of this Article. Procedures for contesting separation due to involuntary retirement shall be as set forth in the City's Defined Benefit Plan.



Retirement allowances paid to retirees who retire after July 1, 1988, shall be increased annually by 2%. Those retiring employees who elect a lump sum distribution of their retirement funds forego any cost-of-living adjustments.

It is the understanding and intent of the parties that the City's contribution of up to 29.50% will pay the entire cost of such a retirement program for the period of this MOU. It is further understood that such a benefit may have increased costs after that time; and if it is the desire of the parties to continue such a benefit, the obligation to pay such increased costs shall be subject to the meet and confer process.

Effective August 11, 2013 the parties agree to the following modifications to be applicable only to active employees in the plan as of August 11, 2013:

- a. In addition to base pay and the Professional Achievement bonus, base compensation upon which retirement benefits and contributions are calculated will include any other Special Assignment pay identified in this Memorandum of Understanding, Article XVI – SPECIAL ASSIGNMENT COMPENSATION.
- b. Effective as soon as practicable, but no later than November 1, 2013, the employees will begin to contribute to the funding of the plan in an amount equal to 4.5% of pensionable base compensation. Effective August 11, 2014 the employee contribution will increase to 9% of pensionable base compensation.

Effective the pay period that includes August 11, 2015, the employees enrolled in the City Plan shall contribute an additional amount through payroll deductions equal to 1.5% of compensation in the form of cost sharing of the City's contribution to the City Plan, increasing the employee contribution to 10.5% of pensionable base compensation. All unit members enrolled in the City Plan shall receive the same base salary increase of 1.25% as unit members enrolled in CalPERS as described in Article VIII of this MOU. These cost sharing deductions shall be made on a pre-tax basis to the extent allowed under applicable law.

Effective the pay period that includes August 11, 2016, the employees enrolled in the City Plan shall contributed an additional amount through payroll deductions equal to 1.5% (3.0% total) of compensation in the form of cost sharing of the City's contribution to the

City Plan, increasing the employee contribution to 12% of pensionable base compensation. All unit members shall receive the same base salary increase of 1.25% as unit members enrolled in CalPERS as described in Article VIII of this MOU. These cost sharing deductions shall be made on a pre-tax basis to the extent allowed under applicable law.

The parties intend that the additional contributions above 9% and the related base salary increases continue in the event this MOU expires without a new MOU in place. In the event that the additional employee contributions above 9% do not continue for any reason, the related base salary increases totaling 2.5% shall expire simultaneously.

c. The City's contribution to the plan will be actuarially determined.

2. Purchase of Service Credits

Employees covered by this agreement may meet with City Human Resources/Risk Management staff to discuss buy-back of up to four years active duty military time and full-time sworn police experience not to exceed two years. Service credit buy-back shall be calculated pursuant to the Retirement Plan study completed by Alexander and Alexander in 1992 or as updated. The full cost of such buy-back time shall be assumed by the employee, with there being no cost to the retirement plan.

3. Retirement Plan Governance

The City shall exercise oversight of the Defined Benefit Pension Plan.

4. Participation

All employees who elected to remain in the City of Irvine Defined Benefit Pension Plan shall not be entitled to any CalPERS benefits, past, present or future, as provided under Section B of this article. Employees who elected to remain in the City of Irvine Defined Benefit Pension Plan shall continue participation until the employee terminates his/her employment from the City for any reason.

- B. The provisions of this Section B shall apply to employees who, as of February 5, 2002, elected to waive their rights in the City of Irvine Defined Benefit Pension Plan and who elected to transfer to the CalPERS program.

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

- 3% @ 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 (Govt. Code Section 21024), in which the employee pays the entire cost
- Post Retirement Survivor Allowance (Cal Govt. Code Sections 21624, 21626 & 21628)
- Improved Non-Industrial Disability Allowance (Cal. Govt. Code Section 21427)
- 4<sup>th</sup> Level 1959 Survivor Benefits (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. All employees of the Association shall be members of CalPERS, unless they elected to stay in the Sworn Employees Retirement Plan referenced in Article XI, Section A through the irrevocable election process. All Association members covered by CalPERS shall no longer be entitled to any benefits past or future, provided under the Sworn Employees Retirement Plan referenced in Article XI, Section A.

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

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

3. Employer-Paid Member Contributions

- a. All "New Members" hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.
- b. For employees who are members of the City's 3% at 50 CalPERS plan effective November 1, 2013 through August 10, 2014 the cost of the 9% employee

contribution will be paid one-half (4.5%) by the City and one-half (4.5%) by the employee through pre-tax payroll deduction.

c. For employees who are members of the City's 3% at 50 CalPERS plan effective August 11, 2014, the full nine percent (9%) member contribution will be paid by the member, through pre-tax payroll deduction.

4. 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.

5. Uniform Evaluation

Sworn officer uniforms will be valued annually and shall be expensed for CalPERS purposes on a bi-weekly basis. The uniform valuation amount is \$25.47 per pay period.

C. Retiree Health Benefits

Each employee covered by this Agreement shall contribute three percent (3%) of his/her base pay towards an Irvine Employee's Benefit Trust (IEBT) as established by the Irvine Police Association and administered by the elected IEBT Board of Directors..

D. 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.

Effective July 1, 2001, the City will amend the Citywide medical insurance plan to allow for 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 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.

#### Article XII - Flexible Spending Account

The City will implement 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.

#### Article XIII – Leaves

##### A. Vacation

Police Officers shall accrue vacation credits on a monthly basis as follows:

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

Police Sergeants 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

"Years of Service" is defined as consecutive, full-time service with the City of Irvine. Employees shall not accrue more than 80 hours of accumulated vacation beyond their annual accrual (e.g., for Sergeants with 1 to 3 years of service no accrual beyond 200 hours accumulated vacation). 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 at 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 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 the following incentive pays to the extent that an employee qualifies for the particular incentive pay:

- a. Firearms qualification compensation;
- b. Intermediate P.O.S.T. Certificate;
- c. Advanced P.O.S.T. Certificate;
- d. Supervisor's P.O.S.T. Certificate;
- e. Investigation pay;
- f. Motor officer's pay;
- g. Special operation's pay;
- h. Field training pay

B. Vacation Buy-Back

On or before October 31 of each calendar year, an employee may elect to have the City buy-back up to forty (40) hours of accrued vacation in increments of eight (8) hours at the employee's base rate of pay. The payment shall be received on or before the ensuing November 30.

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 her/his 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 her/his department. When absence is for one workday or more, the employee may be required to file a physician's certificate with the Personnel Officer, 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 her/his regular income. Under such circumstances, the employee shall submit any benefit payments from the Workers' Compensation fund to the Finance Officer.

D. Personal Sick Leave Conversion

1. Regular employees 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 168 hours at a rate of 24 hours of sick leave for 8 hours of accumulated vacation (33% ratio). Any sick leave converted pursuant to this provision must be in increments of 24 hours. One hundred and sixty-eight hours (168) must be accrued prior to converting any excess Personal Sick Leave credits to vacation credits. Employees with at least ten (10) years of full-time consecutive service and who have used no sick leave in the previous quarter shall be eligible to convert excess sick leave at the ratio of eight (8) vacation hours for every 16 sick leave hours (50% ratio).

2. For those employees who separate from the City for any reason other than discipline, sick leave will be converted to cash based on the conversion rate chart below. For employees with less than 15 years of consecutive full-time service, the sick leave will be converted to a cash payout based on the conversion rate below. For employees with 15 or more years of consecutive full-time service, 100% of the converted value will be contributed to the Retiree Health Savings (RHS) account. (Involuntary medical separation is not considered separation due to discipline).

3. For those employees who separate from the City for any reason other than discipline, and who are retired from the United States uniformed services and are eligible for Tricare Prime coverage, the city will convert the employees sick leave to cash based on the conversion rate chart below, regardless of the employees number of years of consecutive full-time service with the City.

Sick leave conversion rate upon retirement shall be as follows:

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

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

E. Personal Leave

1. By January 1st 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 48 hours in advance unless circumstances beyond the employee's control prevent such notification.

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 Department Director or his designee.

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 additional compensation received from the court will be submitted to the Finance Officer and will be included as a part of the total remuneration.

I. Military Leave

An employee having a probationary or regular appointment shall be entitled to such benefits as are provided in the California Military and Veterans Code. An employee requesting such military leave shall present a copy of her/his military orders to her/his department director prior to the beginning of the leave.

Employees are entitled to a temporary military leave of absence not to exceed 180 calendar days per year. Employees having more than one (1) year continuous service and granted a military leave of absence are entitled to receive the equivalent salary up to the first thirty (30) calendar days of any one (1) military leave, or during any one (1) calendar year. Weekend drills are excluded from meaning of ordered military leave.

J. 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 twelve (12) calendar months.

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 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 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.

- K. 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 XIV - 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

Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner. These provisions shall not apply to employees assigned to uniform patrol with respect to the following holidays which shall be observed on the actual dates, as designated below: New Year's Day - January 1; Independence Day - July 4; Veterans Day - November 11; Christmas Eve - December 24; and Christmas Day - December 25.

During all observed holidays, the patrol staffing will be based on Department determined needs with assigned time off based on seniority. All other Department employees will have the holiday off unless otherwise directed by the Department.

Police Officers and Sergeants who work a shift on a holiday which has been designated as such by the City shall receive regular holiday compensation consisting of ten (10) hours of pay at his/her hourly base rate plus compensation at one and one-half times his/her hourly base rate for hours actually worked or in the alternative, at the request of the employee and within the City's ability to maintain appropriate service levels, such assigned employees may accrue compensatory time off subject to the provision and limitations of Article XVIII, Compensatory Time Off. Such compensatory time off may be taken within the twelve (12) month period following holiday worked in accordance with Article XVIII.

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. An 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.

An employee on a 3/12 shift who is assigned to work a holiday but approved or scheduled to take the day off will have the option of using two and one-half (2 ½) hours of accrued time or increasing his or her additional ten (10) hour work day as referenced in Article XIX - Hours of Work to a twelve and one-half (12½) hour work day in the twenty-eight (28) day period. If the employee is assigned to work but approved or scheduled to take the day off on two holidays that fall within the same twenty-eight (28) day period, and the employee opts not to use accrued time for either, the employee will be scheduled to work an additional (5) hour shift along with the ten (10) hour day in the twenty-eight (28) day period.

## Article XV - Police Professional Achievement Program

### 1. Effective beginning January 1, 2008:

- A. Any Police Officer who has completed one (1) full year of service with the City shall be entitled to a bonus in an amount equal to five percent (5%) over and above the base salary upon attainment of an Intermediate P.O.S.T. certificate. Upon attainment of an Advanced P.O.S.T. certificate, the amount received for Intermediate P.O.S.T. shall be increased by an additional ten percent (10%) of base salary over that amount.

Any lateral Police Officer who has completed his/her field training program shall be entitled to a bonus in an amount equal to five percent (5%) over and above the base salary upon attainment of an Intermediate P.O.S.T. certificate. Upon attainment of an Advanced P.O.S.T. certificate, the amount received for Intermediate P.O.S.T. shall be increased by an additional ten percent (10%) of base salary over that amount.

- B. Any Sergeant who has completed more than one full year of service with the City shall be entitled to a bonus in an amount equal to ten percent (10%) over and above base salary upon attainment of an Advanced P.O.S.T. certificate. Upon completion of a P.O.S.T. Supervisor's Course or another similar and appropriate course approved by management, the amount received for Advanced P.O.S.T. shall be increased by an additional five percent (5%) of base salary over that amount. This benefit shall cease if a Sergeant is not eligible and/or does not apply for his/her P.O.S.T. Supervisor Certificate within two years of being promoted.
- C. All pay received under this Article after the Intermediate P.O.S.T. Certificate pay, shall be calculated on a base that includes all other pays received under this Article.

## Article XVI - Special Assignment Compensation

### A. Investigation

Police Officers and Police Sergeants (including Traffic Sergeants on-call) regularly assigned to activities involving generalized investigation, intelligence investigation,

narcotics investigation, and/or traffic investigation shall receive a bonus over and above base salary during the period of such assignment. It is expressly understood that such individuals will from time-to-time be on an on-call status and will not be entitled to any additional compensation for such on-call status. Effective July 16, 2005, the monthly Special Assignment Compensation bonus for Investigations is as follows:

Police Officers	\$275
Police Sergeants	\$325

B. Office of Professional Development

Police Officers and Police Sergeants regularly assigned to the Office of Professional Development shall receive a bonus over and above base salary during the period of such assignment in the amount set forth for in paragraph A., above.

C. Motorcycle Duty

Employees who are assigned to motorcycle duty are entitled to compensation for the off-duty hours spent maintaining their motorcycle. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for off-duty motorcycle duties, entitles the parties to agree to a reasonable number of hours per month for the performance of such duties. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of such off-duty motorcycle duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

Employees assigned to motorcycle duty shall be paid an additional special assignment compensation of \$220 per month for 9 (nine) hours per month, which is equivalent to the reasonable number of hours per month that the motor officer spends off-duty maintaining his/her motorcycle. The parties agree that the foregoing compensation is intended to compensate the motor officers for approximately 9 (nine) hours of off-duty motorcycle work at the rate of \$16.30/hour, which is then multiplied by 1.5 for overtime purposes.

This compensation shall be considered and reported as compensation earnable to the extent permitted by the Public Employees Retirement law.

Employees assigned to motorcycle duty who are required to perform extraordinary off-duty motorcycle care (in rare instances) which causes a substantial increase in the normal off-duty hours worked for that month, shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work.

D. Special Operations Unit

Police Officers and Police Sergeants assigned to Special Operations Unit shall receive a bonus over and above base salary during the period of such assignment. It is understood that such individuals will from time-to-time be on an on-call status and will not be entitled to any additional compensation for such on-call status. The monthly Special Assignment Compensation bonus for Special Operations Unit is as follows:

Police Officers	\$115
Police Sergeants	\$135

E. Field Training Officers

To recognize the extra responsibility and personal commitment involved in the FTO Program, Police Officers serving as Field Training Officers shall receive a bonus over their base salary during the period of such assignment. Effective the pay period that includes July 1, 2003, the monthly Special Assignment Compensation bonus for Field Training Officers shall be six percent (6%) of the employee's base rate of pay.

1. Each FTO assignment will be reviewed by the Operations Support Lieutenant every six months. At that time, the Operations Support Lieutenant will review the performance and contributions of each officer and either retain the officer or remove him/her from the program. An officer removed from the assignment may appeal the reassignment to the Director of Public Safety.
2. Each FTO will be expected to maintain a minimum of an overall competent rating on their performance appraisals and can be removed from the program, at any time, for a major disciplinary violation which in the opinion of the Operations Support Lieutenant may affect that individual's effectiveness as an FTO.

3. The duties and responsibilities for FTO's will be as determined appropriate by the Operations Support Lieutenant.
4. Specific criteria and/or testing and selection methods would be established by the Operations Support Lieutenant and approved by the Deputy Chief or designee.
5. Once each calendar year during the month of January, the Operations Support Lieutenant will review projected needs and determine the number of FTOs to be retained through December 31 of each year.

F. Bilingual Pay

The Police Chief 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 position and utilizing such designated second language(s). Effective January 1, 2004, qualified employees who meet the following criteria serving in such position and utilizing such designated second language(s), shall receive an additional \$115 per month.

1. 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.
2. To become qualified: 1.) employees must be certified as proficient in a second language as determined by the Personnel Officer, 2.) the employee must be able and willing to conduct investigations, make public presentations, act as a Press Information Officer as directed, or other department required translation as directed, 3.) the employee may be required to testify in court, actively participate in investigations, or engage in other activity involving the oral translation of a second language to English and English to the second language, and 4.) the employees recognize that they may be used for translation in a position or assignment other than the position that they are currently assigned to (i.e. a Patrol Officer may be assigned to Investigations for a specific case or need) and that they do not qualify for any additional bonus pay beyond bilingual pay when working in



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

G. Canine

Employees who are assigned to the canine officer detail are entitled to compensation for the off-duty hours spent caring, grooming, feeding and training their canine and maintaining their canine vehicle/unit. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for off-duty canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of such duties. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of such off-duty canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

Canine officers normally spend approximately 15 hours per month performing off-duty work related to their canines, which is different from their regular assignment. As such, it is agreed that canine officers will receive additional compensation of 15 hours/month at 2/3rds of their regular hourly rate of pay at time and a half for the off-duty canine duties as described herein. This compensation shall be considered and reported as compensation earnable to the extent permitted by Public Employees Retirement law.

Employees assigned to the canine officer detail who are required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence, which causes a substantial increase in the normal off-duty hours worked for that month, shall submit a written request to the Police of Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work.

Article XVII - Plain Clothes Assignments

Employees working in plain clothes special 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 XVIII - Compensatory Time Off

### A. Accrual of Compensatory Time Off (CTO)

Effective August 11, 2010, Police Officers and Sergeants may accumulate a maximum of one hundred twenty (120) hours of compensatory time off in lieu of premium overtime compensation. The rate of accrual shall be one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Since employees will be accruing one and one half (1 1/2) hours of compensatory time for each hour of overtime worked, employees will reach their maximum CTO accruals once they have worked 80 overtime hours.

Employees may elect in October of each year to have the City buy back up to 40 hours of accrued CTO in increments of 10 hours. Incentive pays shall be included in the calculation of the rate of pay for purposes of CTO buy backs as provided in Article IX, Section A, second paragraph. Such payment shall be received by December 31 of the same year.

"Overtime hours" includes all time worked or deemed to have worked (which includes authorized absences for sick leave, holiday, vacation and other paid leaves of absence or time taken for compensatory time off) in excess of: a) the employee's regularly scheduled work shift; or b) 80 hours per two-week pay period. Payment of overtime will not be cumulative based on these two criteria. Thus, for example, if an employee working an assigned 10-hour shift works 11 hours in a day which results in the employee working 81 hours in a two-week pay period, the employee would only be entitled to receive one hour of overtime. The parties understand that the City's adoption of the 28-day, 171-hour work period pursuant to Section 7(k) of the Fair Labor Standards Act remains in full force and effect. However, overtime entitlements will be based on the two criteria set forth above: a) ten or twelve and one-half hours per day; or b) 80 hours per two-week pay period.

The employee may either accumulate CTO time at one and one-half for each hour worked; or elect to receive premium pay at one and one-half times the employee's regular rate of pay only when performing tasks:

1. Holidays pursuant to Article XIV

2. Supervisor approved report writing and/or investigative follow-up at the end of the shift
3. Draft fills (unplanned shift vacancies that necessitate a non-voluntary fill to meet minimum staffing requirements)
4. Required attendance at meetings and court appearance time.

With respect to all other instance of overtime, the employee will receive compensation only in the form of premium pay at one and one-half times the employee's regular rate of pay.

B. Utilization of Compensatory Time Off (CTO)

1. Employee requests to use accrued CTO shall be granted provided employee submits the request to the affected shift supervisor at least seven (7) calendar days in advance, and has arranged for a fill; unless the employee's absence impacts vital departmental operations as determined by the Division Commander or the Lieutenant in charge.
2. Any employee filling for a CTO absence shall only receive premium pay at one and one-half times for each hour worked except under the condition described in Article XVIII Section A.
3. Employees shall not be required to disclose the reason or purpose for taking CTO, except in emergencies and/or requests for less than one (1) hour.

Article XIX - Hours of Work

The 4-10 work schedule shall be ten (10) consecutive hours of work per day including briefing and lunch, for four (4) consecutive days during a one week period. The 3-12 work schedule shall be twelve and one-half (12-1/2) consecutive hours of work per day including briefing and lunch, for three (3) consecutive days during each one-week period, with an additional ten (10) consecutive hour work day in each twenty-eight (28) day period. Management will determine shift starting times and shift configuration.

Minimum Deployment Policy will be maintained at a level that considers the safety of the members of this unit. The shift rotation schedule guidelines, as well as an established minimum of officers will be set forth in the Departmental Standard Operation Procedure (DSOP).

#### Article XX - Education Reimbursement/Professional Development

Effective January 1, 2008, regular employees shall be eligible for reimbursement of approved education expenses, including tuition, books, laboratory fees and parking fees to a maximum of \$1,300 per calendar year. Funds not used during the previous calendar year may be carried over for a period of time not to exceed one additional year. Carried-over funds may be used exclusively for education reimbursement. \$350 of the above allocations may be used for approved professional development programs and certified wellness programs in accordance with Irvine Police Department and City policy; the ability to carry over funds does not apply to professional development.

#### Article XXI - Promotional Procedures

Promotional examinations to the ranks of Sergeant and Lieutenant shall be based on examinations and grading techniques established in advance by the City and posted with the Notice of Available Positions. An eligibility list will be established upon the results of such examination and grading techniques, which shall be compiled based upon the order of scores with the highest score at the top of the list. Each appointment shall then be made from the eligibility list from among the top three candidates on the list at the time the appointment is made.

#### Article XXII - City Manager's 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.

#### Article XXIII - 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 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 XXIV - 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 reasonably 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 XXV – 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 August 10, 2017, and supersedes all other agreements between the parties.

#### Article XXVI - City Council Approval and Association Ratification

It is the understanding of the City and the Association that this Agreement shall have no force or affect whatsoever unless ratified by the Irvine Police 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 as of this 11<sup>th</sup> day of August, 2015.

CITY OF IRVINE

BY *James Medina*

BY *Appie N*

BY *Robm Ogo*

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

IRVINE POLICE ASSOCIATION

BY *Sam Waf*

BY *[Signature]*

BY *Maulek*

BY *[Signature]*

BY *[Signature]*

BY *[Signature]*

Approved as to form:

*Steve M. Berlina*

ATTORNEY FOR THE CITY

*[Signature]*

ATTORNEY FOR THE ASSOCIATION

# ATTACHMENT I

## VERIZON WIRELESS STAFFING MATRIX

### I. Irvine Meadows

The following is a list of categories for coverage at Irvine Meadows. The list is broken down by group type and category:

CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
Punk Rock	Rock & Roll	Country	Comedy
Heavy Metal	Pop	Western	Light Music
Hard Rock			Church
Acid Rock			

There are five staffing levels for Irvine Meadows or any commercial event:

	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E	
Assignment	Officers	Officers	Officers	Officers	Assignment	Officer
Front Gate	2	2	2	2	Front Gate	6
Command Post	2	2	1	1	VIP Entry	2
Traffic Control	6	7	7	2	Command Post	3
Parking Lot	5	3	0	0	VIP Pedestrian Access	2
Booking Team	*	½	1	0	Backstage Access	2
Supervisor	2	2	2	1	Backstage Metal	2
					Parking Lot	10
					Booking Team	2
					Traffic Control	7
					Supervisor	7
<b>Total Officers</b>	<b>17</b>	<b>17/18</b>	<b>11</b>	<b>5</b>	<b>Total Officers</b>	<b>43</b>

The matrix below is the criterion for deciding the minimum officers' staffing levels at Irvine Meadows. In the event a situation arises where additional staffing is required, the minimum can be raised.

O	B	E	E
CATEGORY	LEVEL	LEVEL	LEVEL
1	C/B	B/A	A
2	C	B	B/A
3	C	C/B	B
4	D	C	C/B
5	D	D	C
	0-4, 999	5,000-9,999	10,000-15,000

\*Event coordinator is included under supervisor category.



## ATTACHMENT II

### PERFORMANCE EVALUATION SYSTEM

The following sections of the Personnel Rules and Regulations (Article 16) that apply to sworn employees are referenced in this MOU as follows:

#### SEC. 1 "Performance Evaluation:"

The Personnel Officer or designee shall provide a method of reporting individual employee performance, which relates to quantity and quality of work, ability, reliability, discipline, attendance, and other factors. The Personnel Officer shall prescribe forms for such performance evaluations and shall be responsible for assuring that such evaluations are adequate to provide information to both the employee and the City for the purposes set forth in this section. An employee must have a satisfactory or better performance evaluation in order to be eligible for a merit salary increase or promotion. Deficiencies in performance by an employee may result in a decrease in salary, suspension, demotion or dismissal, following procedures outlined in these Rules or in the applicable Memorandum of Understanding between the City and a Recognized Employee Organization.

#### SEC. 2 "Performance Appraisals:"

Department directors shall periodically rate the performance of each employee on forms provided by the Personnel Officer, provided, however, that the department directors may delegate the responsibility for rating the performance of specified employees in their departments to the employees' supervisor. Interim appraisals may be completed as necessary when changes in work performance occur. Each employee shall be informed in such appraisals of his/her strengths and weaknesses. Each performance appraisal shall be discussed with the employee. The employee shall sign the appraisal to acknowledge its contents. Such signature shall not necessarily mean he/she fully endorses the contents of said appraisal. The performance appraisals shall not be subject to any grievance and/or appeal procedure, unless otherwise specified in the applicable Memorandum of Understanding between the City and a Recognized Employee Organization.

#### SEC. 4 "Performance Appraisal System for Sworn Employees:"

For all sworn full-time employees, the performance appraisal system shall include the following:

Performance Appraisal Period: All newly hired employees shall receive a performance review at the completion of six (6) months of service, at the successful completion of their

probationary period, and once annually thereafter. All promoted employees shall receive a performance review at the completion of their probationary period, and annually thereafter.

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 a “competent” performance review, will be eligible for a 5% base salary adjustment up to the maximum.
- Employees whose salary is below the maximum of their salary range, and who receive an “excellent” performance review, will be eligible for a 6% base salary adjustment up to the maximum.
- Employees whose salary is below the maximum of their salary range, and who receive an “outstanding” performance review, will be eligible for an 8% base salary adjustment up to the maximum.
- Employees whose salary is near the maximum of their salary range, and who receive a “competent” or “excellent” or “outstanding” 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 are not eligible for any salary increase.
- 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.

ATTACHMENT III  
IRVINE POLICE ASSOCIATION

**SCHEMATIC ARRANGEMENT OF  
CLASS TITLES AND SALARY RANGES  
FOR POLICE OFFICER AND POLICE SERGEANT  
(NON-EXEMPT)**

EFFECTIVE AUGUST 11, 2015

<u>CLASS TITLE</u>	<u>APPROXIMATE HOURLY RATE</u>	<u>APPROXIMATE MONTHLY EQUIVALENT</u>	<u>APPROXIMATE ANNUAL RATE</u>
Police Officer	\$34.90-48.29	\$6,049-8,370	\$72,592– 100,443
Police Sergeant	\$43.73-61.06	\$7,580-10,584	\$90,958–127,005

EFFECTIVE AUGUST 11, 2016

<u>CLASS TITLE</u>	<u>APPROXIMATE HOURLY RATE</u>	<u>APPROXIMATE MONTHLY EQUIVALENT</u>	<u>APPROXIMATE ANNUAL RATE</u>
Police Officer	\$36.75-50.85	\$6,370-8,814	\$76,440-105,768
Police Sergeant	\$46.05-64.29	\$7,982-11,144	\$95,784-133,723

## ATTACHMENT IV

### **IPA RETIREE HEALTH IEBT**

IPA has indicated a willingness to accept employees represented by IPMA in the Police Management unit into their Retiree Health IEBT provided that it occurs without reduction of any existing benefits. Both parties understand that inclusion of IPMA represented employees is being done to enhance the future promotability of IPA represented employees into the Police Management unit.

## ATTACHMENT V

### 1998 ROTATION PLAN (Revised August 11, 2015)

1. PURPOSE:

The purpose of the 1998 Rotation Plan is to provide guidelines for the orderly transition of personnel between patrol and specialty assignments and to provide career development opportunities for qualified personnel; while ensuring that department needs and priorities are achieved.

2. PERFORMANCE:

All individuals assigned to specialty positions will be expected to meet the performance standards established by department management. Those who do not meet the performance standards will be subject to reassignment, regardless of scheduled rotation term or "grandfather" status.

3. SERGEANTS:

In general, specialty assignments for Sergeants will be for a three-year term. Sergeants may be extended for one (1) additional year at the discretion of the Chief of Police. The length of any such assignment may be modified based upon departmental needs, such as multiple rotations within a unit, staffing shortages, lack of applicants, etc., as determined by the Chief of Police.

4. OFFICERS:

In general, specialty assignments for Officers will be as set out in the chart below. Officers may be extended for one (1) additional year at the discretion of the Chief of Police. The Chief of Police may, within his/her discretion, grant up to two one-year extensions for a total of two additional years in the specialty assignment. The length of any such assignment may be modified based upon department needs, such as multiple rotations within a unit, staffing shortages, lack of applicants, etc., as determined by the Chief of Police.

4-Year Assignments

DARE

General Investigations

Mental Health Officer

Office of Professional Development  
School Resource Officer  
Specialized Investigations Unit  
Traffic Investigation  
Traffic Enforcement  
Commercial Enforcement Officer  
Community Traffic Officer  
Task Force Detective (DEA, JTTF)

Other Assignments

K-9 Handler - Based upon service life of the dog

5. EXTENSIONS:

The extension process will be as follows:

- a. To be eligible for an extension, the employee must have received a rating of "Excellent" or "Outstanding" on the previous two-year's reviews.
- b. At least three (3) months prior to the date the employee is scheduled to rotate out of their specialty assignment she/he must submit a memo to their immediate supervisor requesting a one-year extension.
- c. The employee's immediate supervisor, supervising Lieutenant, and Commander, will approve or deny the extension request with the consent of the Chief of Police.
- d. Denial of an employee's request for extension shall not be considered a negative factor for review purposes, nor shall the employee have any right to appeal the denial of extension.

6. NEW SPECIALTY ASSIGNMENTS:

The Chief of Police shall have the ability to create new specialty assignments, such as intelligence officer, press information officer, administrative sergeant, etc. The Chief of Police shall have the ability to designate such new assignments to one of the above rotation schedules or as an "at-will" position, following the guidelines in paragraph 11.

7. RETURN TO PATROL:

Upon completion of specialty assignments, Sergeants and Officers will be required to return to patrol for two shift rotations before being assigned to another specialty

assignment. The lack of qualified applicants for a specialty assignment (as determined by management) may excuse the two shift rotations in patrol.

8. SPECIALTY ASSIGNMENT TO SPECIALTY ASSIGNMENT:

Movement from one specialty assignment to another would be allowed as part of department succession planning, however, the total length of the combined specialty assignments will not exceed the length of the original specialty assignment. *For example, a Traffic Investigator is appointed for four years and at the end of the third year is transferred to School Resource Officer. The Officer could only work as an SRO for one year, completing the original four-year rotation.*

9. NEWLY CREATED SPECIALTY ASSIGNMENTS:

Any Sergeant or Officer who is off probation may apply for a newly created specialty assignment, regardless of his/her current assignment. The employee's rotation would then be based on the rotation schedule for the new assignment, regardless of the time spent in the prior assignment.

10. SPECIALTY ASSIGNMENT SELECTION PROCESS:

Sergeants and Officers must be off probation to be eligible for a specialty assignment. The selection process for each specialty assignment will be based upon what the responsible Lieutenant and/or Commander believe is necessary to select the best possible applicant for the particular assignment.

11. CHIEF OF POLICE GUIDELINES:

The Chief of Police may designate up to three "at-will" positions from either existing or newly created specialty assignments. In addition, the Chief may designate up to four "at-will" positions when 155 sworn positions are authorized and five "at-will" positions when 160 sworn positions are authorized. One additional "at will" position will be created for every five (5) additional authorized sworn positions (e.g., 165 sworn equals 6 "at will" positions, 170 sworn equals 7, 175 sworn equals 8, etc.)

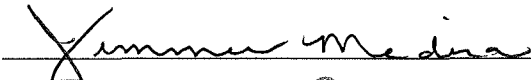

The Chief of Police should designate these assignments "at-will" at the time they are staffed and shall retain the right to convert the assignments to an appropriate rotation schedule at any time. If the Chief of Police deems that an immediate rotation is necessary, consideration will be given to the employee's needs and commitments, however departmental need will be the overriding factor.

The Chief of Police may appoint temporary specialty assignments up to one year in duration based upon departmental need.

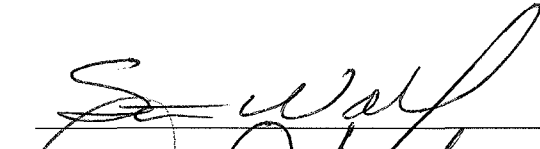
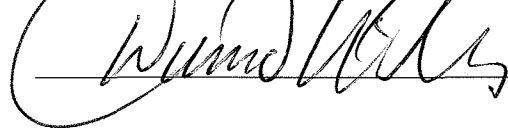
APPLICABILITY OF THE 1998 ROTATION PLAN:

This plan is applicable to those appointed to specialty assignments after July 1, 1998. Employees appointed to assignments prior to July 1, 1998 will receive the longest of the possible assignment lengths possible under either this or the prior rotation plan.

CITY OF IRVINE

IRVINE POLICE ASSOCIATION



**1998 ROTATION PLAN**  
**ATTACHMENT – SPECIAL OPERATIONS UNIT**  
**(To be inserted within MOU Article referring to Special Assignment Compensation)**

1. The SOU Lieutenant will review each SOU assignment once a year. At that time, the SOU Lieutenant will review the performance and contributions of each officer, and, with the approval of the Operations Division Commander, either retain the officer or remove him/her from the program. An officer removed from the assignment may appeal the reassignment to the Director of Public Safety.
2. Each SOU member will be expected to maintain a minimum of an overall competent rating on his/her performance appraisal. Each SOU member can be removed from the program, at any time, for a major disciplinary violation, which in the opinion of the Operation Division Commander may affect the individual's effectiveness as an SOU member.
3. The duties and responsibilities for SOU members will be as determined appropriate by the Operations Division Commander.
4. Specific criteria and/or testing and selection methods will be established by the SOU Lieutenant and approved by the Operations Division Commander.

Nothing in this Agreement shall be construed as denying any employee his or her rights under the Public Safety Officers' Procedural Bill of Rights' Act, California Government Code Section 3300 et seq.

## ATTACHMENT VI

### **CARDIOVASCULAR OPTIMUM PERFORMANCE SURVEY**

Orange County Heart Center is pleased to present a program specifically designed for law enforcement personnel. This program provides a comprehensive assessment of multiple risk factors that are associated with the development of coronary artery disease, diabetes mellitus, stroke, and renal insufficiency. The program also includes a stress assessment questionnaire to help identify particular stressors.

The ultimate aim of this program is to promote a healthful lifestyle and to eliminate or decrease the likelihood of developing potentially lethal or disabling illness. The benefits of such a program can be measured by increased productivity, less injuries, decreased sick time, improved sense of well-being, and a reduction in the number of fatal or non-fatal myocardial infarctions. The benefits to the department and municipality can be similarly measured and the benefits translated into significant cost-savings.

#### **Contract Proposal For Wellness Program Irvine Police Department**

This contract consists of a Cardiovascular Wellness Program designed specifically for the Irvine Police Department.

Officers over the age of forty will receive the entire Wellness Program package. The accompanying page itemizes the program components.

Each officer will be responsible for scheduling his/her own treadmill stress test.  
Orange County Heart Center is a Blue Cross Prudent Buyer provider.

Orange County Heart Center will provide written notification should a laboratory other than Smith-Kline Beecham be utilized.

Curriculum Vitae's of any additional board certified cardiologist participating in the program will be submitted to the Irvine Police Department for approval.

The program is to be completed within a 2.5 month time frame. Commencement will begin on 07-29-96.

Payment schedule is designed as follows:

**Half of the total agreed amount upon the start of the program.  
The remaining half is due upon the completion of the program.**

Officers over the age of forty will receive the entire Wellness Program as follows:

- |   |                                    |
|---|------------------------------------|
| 1). Health History  | (Registered Nurse)                 |
| 2). Blood Pressure Check  | (Registered Nurse)                 |
| 3). Body Fat Analysis   | (Registered Nurse)                 |
| 4). Smoking Cessation   | (Support Program)                  |
| 5.) Blood Panel to Identify Risk Factors  | (Certified Laboratory)             |
| 6). Nutritional Workshops – Spouse Included – No less than 20 officers per group. |                                    |
| 7). Stress Reduction Classes (group setting)                                      | (Licensed Clinical Social worker). |
| 8). Exercise Prescription   | (Registered Nurse)                 |
| 9). Treadmill Stress Test   | (Board Certified Cardiologist)     |

\$300.00 Per Person = \$19,500.00

Program will be implemented at the Irvine Police Department with exception of the treadmill stress testing.

Management is also invited to participate in the program utilizing their annual physical allowance.

If any officer under the age of forty wishes to have a treadmill stress test, Orange County Heart Center will as a courtesy, bill the officer's insurance company.

If the officer's insurance does not cover this type of testing, Orange County Heart Center will honor the contracted rate.

It is understood and agreed upon that the results of the Wellness Program are strictly confidential and are protected under the doctor-patient privilege. The Public Safety Department and the City

of Irvine do not have the right to obtain the results of this program or to use this program to inquire to the fitness of the employee to perform his/her job relative to this program. Any disclosure of results of this program shall be done by the affected employee only.

This program will be done while on duty with the officer being allowed to flex his/her schedule.

## ATTACHMENT VII

IPA SIDE LETTER AGREEMENT TO MOU  
CLARIFICATION OF FTO PAY ELIGIBILITY  
CONTRACT PERIOD 08-11-13 to 08-10-15

The information in this Side Letter clarifies the City of Irvine and Irvine Police Department policies with regard to eligibility for FTO Pay

Eligibility for FTO Pay: Any employee assigned to the Office of Professional Development after the effective date of this MOU will receive Special Assignment Compensation as outlined in Article XVI, A. Investigation, and will not be eligible for monthly Special Assignment Compensation for Field Training Officer.

## ATTACHMENT VIII

### IPA SIDE LETTER AGREEMENT TO MOU

### ADMINISTRATIVE APPEAL PROCESS

### CONTRACT PERIOD 8-11-2010 to 8-10-2013

The following administrative appeal process is established pursuant to *Government Code* section 3304.5. It shall supplement, though not replace, the disciplinary appeal process established pursuant to the 2007- 2009 Memorandum of Understanding between the City of Irvine and the Irvine Police Association.

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal hearing pursuant to Article VI of the 2007- 2009 Memorandum of Understanding: demotion, dismissal, reduction in pay for disciplinary reasons, or suspension without pay. Moreover, this procedure shall not apply to appeals of punitive transfers, i.e. transfers which are imposed as corrective action following alleged misconduct by officers irrespective of whether a transfer will result in a loss of pay. A transfer which is not expressly intended as corrective action shall not be considered a punitive transfer regardless of whether it results in a loss of pay.

This procedure shall only apply to written reprimands, non-punitive transfers which result in a loss of pay, and any other punitive actions (as that term is defined by *Government Code* section 3303) for which officers do not receive an appeal hearing under Article VI of the 2007- 2009 Memorandum of Understanding, as described above.

#### 1. Right to Administrative Appeal

- A. Any public safety officer (as that term is defined by *Government Code* section 3301) who is subjected to punitive action (within the meaning of *Government Code* section 3303) other than one which may be appealed pursuant to Article VI of the 2007- 2009 Memorandum of Understanding.
- B. The officer shall not be entitled to appeal a punitive action prior to its imposition.

- C. An officer who appeals a punitive action under this procedure shall bear his/her own costs in association with the appeal hearing, including but not limited to any and all attorney fees.

2. Notice of Appeal

- A. Within ten (10) calendar days of being notified of a punitive action, the subject officer shall notify the Chief of Police in writing of the officer's intent to appeal the punitive action.
- B. The notice of appeal shall specify the action being appealed and the grounds for the appeal.
- C. Failure to timely serve written notification of an appeal shall result in waiver of any right to appeal.

3. Hearing Officer

- A. The Chief of Police shall have ten (10) calendar days from receipt of the notice of appeal to appoint a hearing officer who is not embroiled in the controversy, i.e. a person who did not initiate or directly authorize the action in question.
  - 1. The Chief of Police shall have discretion to appoint an employee of the City or a professional hearing officer, mediator or arbitrator to serve as the hearing officer.
  - 2. The Chief of Police shall have discretion to serve as the hearing officer.
- B. The hearing officer shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and issuing an advisory decision to the Chief of Police. The Chief of Police may adopt, modify, or reject the hearing officer's recommendations and advisory decision and the Chief's decision shall be final and binding.
- C. If the Chief of Police initiated, or directly authorized the punitive action being appealed, then the Personnel Officer of the City shall assume the responsibilities otherwise assigned to the Chief of Police under this procedure.

4. Burden of Proof/Persuasion

- A. If the action being appealed does not involve allegations of misconduct (i.e. allegations that the officer has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules), then the limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action. The Department's burden shall be satisfied if the Department establishes that the action was reasonable, even though reasonable persons might disagree about whether the action was the best one under the circumstances.
- B. If the action being appealed does involve allegations of misconduct (i.e. allegations that the officer has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules) the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

5. Conduct of Hearing

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

6. Record of Hearing



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

7. Representation

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

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

8. Decision

- A. The hearing officer should issue his/her advisory decision in writing within fifteen (15) calendar days of the submission of the case by the parties for decision. The written decision shall set forth proposed findings of fact and a proposed decision.
- B. Within ten (10) calendar days of receipt of the advisory decision, the Chief of Police should serve the parties with written notice of his/her decision adopting, modifying, or rejecting the hearing officer's recommendations and decision.

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

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