

CITY COUNCIL RESOLUTION NO. 13-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE CITY EMPLOYEES ASSOCIATION (ICEA), AND SUPERSEDING ALL PREVIOUS ICEA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2013

WHEREAS, the City of Irvine (City) and the Irvine City Employees Association (ICEA) 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 ICEA have reached agreement on wages, benefits, hours, and other conditions of employment for the period of August 11, 2013 through August 10, 2015; and

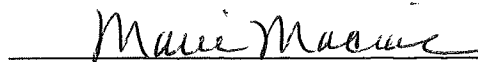
WHEREAS, a previous Memorandum of Understanding between the City of Irvine and the ICEA was adopted by the City Council pursuant to Resolution No. 11-80.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE that the 2013-2015 Memorandum of Understanding, attached hereto, between the City and ICEA 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 2013, 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 All previous resolutions are hereby repealed effective on the operative date of this resolution.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 13th day of August 2013.


MAYOR OF THE CITY OF IRVINE

ATTEST:


INTERIM CITY CLERK OF THE CITY OF IRVINE

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

I, MARIE MACIAS, Interim City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at an adjourned regular meeting of the City Council of the City of Irvine, held on the 13th day of August 2013.

AYES: 4 COUNCILMEMBERS: Agran, Krom, Shea and Choi

NOES: 0 COUNCILMEMBERS: None

ABSENT: 1 COUNCILMEMBERS: Lalloway



INTERIM CITY CLERK OF THE CITY OF IRVINE



MEMORANDUM OF UNDERSTANDING
BETWEEN
IRVINE CITY EMPLOYEES ASSOCIATION
AND
CITY OF IRVINE
AUGUST 11, 2013 TO AUGUST 10, 2015

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MEMORANDUM OF UNDERSTANDING
BETWEEN
IRVINE CITY EMPLOYEES ASSOCIATION
AND
CITY OF IRVINE
AUGUST 11, 2013 to AUGUST 10, 2015

Article I - Preamble

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

Article II - Recognition

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

Article III - Purpose

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

Article IV - Scope

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

Article V - City Rights

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

Except as expressly limited by this Agreement, the City retains the exclusive right (a) to direct employees of the City; (b) to hire, promote, transfer and assign employees to positions within the City; (c) to dismiss employees because of lack of work; (d) to reprimand, demote, suspend or discharge employees for proper cause as provided by City Ordinance; (e) to determine the mission of the City and its various departments, its budget, its organization, the number of employees, and the methods and technology for performing its work; and (f) to take whatever action may be appropriate to carry out its mission in situations of emergency. The parties further understand that all rights not clearly and expressly limited by this Agreement are specifically reserved to the City, even though not enumerated.

Article VI - Employee Rights

The City shall not hinder, interfere, intimidate, restrain, discriminate, coerce, or discipline any employee for exercising any rights or benefits provided in this Agreement or law.

Article VII - Association Rights

ICEA shall notify the City in writing of the names of its representatives as follows: Consultant, Officers, Bargaining Committee Members, and Departmental Representatives. The City shall provide ICEA on a monthly basis, if changes occur, with the following: A list of employees in the classifications set forth in Attachment 1; the names of new hires, promotions, and terminations in the classifications set forth in Attachment 1; City of Irvine job postings; and copies of current salary schedules. On a quarterly basis, the City will provide ICEA with names and home addresses of all ICEA-represented employees. This information is for the confidential use of ICEA and the City shall not be responsible and will be held harmless by ICEA for inappropriate release of this information by ICEA. Upon written request, the ICEA shall receive available information relating to contract administration and fringe benefits including pension and insurance plans.

The City shall make available reasonable bulletin board space in designated employee areas for the use of ICEA to post notices relating to matters of interest to ICEA and to the employees. Areas will include the employee lounge, one locked bulletin board at the Operations Support Facility, and one coffee/copy center in each major department.

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

A designated ICEA representative shall be entitled to leave their work during working hours without loss of pay for reasonable periods of time, with prior approval of their supervisor for purposes of reviewing and processing grievances.

ICEA staff may have access to ICEA members providing that supervisors are notified prior to a meeting being scheduled and that meetings held will not interfere with work.

In order to allow the Association an opportunity to handle the business affairs of its members, the City shall, at the beginning of each calendar year, establish a time bank of 220 hours to be used by board members as authorized by the Association president, for

training, grievances, board meetings, etc. The Association agrees the effective operation of the City departments are not to be adversely affected by the use of the time bank by the association members. No overtime will be paid for an employee to fill in for another using the time bank. Hours from the time bank will not be cumulative from year to year. Time for meet-and-confer preparation and meetings and/or attendance at special meetings called by the City shall not be charged against the time bank.

The City shall allocate office space to ICEA in the Civic Center at no cost to ICEA. At the orientation of new employees, a City-approved ICEA informational packet will be provided to those who would be eligible to join ICEA. In addition, ICEA and/or its representative will be provided with the opportunity to have 10-minute access to employees in ICEA-represented positions during new employee orientation.

Article VIII - Payroll Deductions

It is mutually understood and agreed that the City will, during the term of this Agreement, deduct bi-weekly dues and other fees as specified by ICEA under the authority of a membership application signed by each participating employee, which shall be approved by ICEA and remitted promptly to the payroll office.

Article IX - Quarterly City-ICEA Meetings

The City's designated management staff shall meet with the ICEA President, representative and ICEA board members, on a quarterly basis. The basic purpose of these meetings is to discuss issues of common interest and to solve mutual problems in a constructive fashion. The parties shall exchange suggested agenda topics one week before the meeting date. Grievances or disciplinary action in progress may be discussed at these meetings only by mutual consent, and discussion of such topics does not preclude subsequent resolution via the grievance or disciplinary procedure. Meet-and-confer subjects may be discussed by mutual consent, but this does not preclude exercise of further meet-and-confer options by either party. Persons other than those described above may attend these meetings only by prior mutual consent.

Article X - Complaint Resolution Procedure

A. Purpose

To enhance communications between employees and supervisors and management by providing employees a process for the review of complaints or concerns not covered by the grievance process within a reasonable time period without jeopardizing employees' positions or employment.

B. Matters Subject to the Complaint Resolution Procedure

A complaint may be filed for alleged violation of any personnel rule or regulation not grievable under Article XI Grievance Procedure or alleged unfair treatment of an employee. Complaints involving alternative work schedules or promotional recruitments would appropriately fall under this procedure.

C. Complaint Resolution Procedure

Any complaint or concern not covered by the grievance process shall be resolved as follows:

1. The employees shall first attempt to resolve the matter with his/her immediate supervisor within seven (7) calendar days from the date the employee had notice of the action that he/she believes constitutes a complaint.
2. In the event that the immediate supervisor does not resolve the matter to the employee's satisfaction within fourteen (14) calendar days of the employee's presentation of the matter, then the employee may bring the matter to the attention of the next level of authority within fourteen (14) calendar days of the receipt of response from the immediate supervisor.
3. If the next level of authority does not resolve the matter to the employee's satisfaction within fourteen (14) calendar days of the employee's presentation of the matter then the employee may bring the matter in writing to the attention of the Department Director, within fourteen (14) calendar days of receiving a response.

4. If the complaint is not resolved by the Department Director to the satisfaction of the employee within fourteen (14) calendar days of the Department Director's receipt of the written complaint, the employee may request in writing, review of the situation by the City Manager's office. The employee should present his/her complaint in writing, summarizing efforts to resolve the complaint and a copy of the Department Director's response. The City Manager shall consider the matter and make a final decision.
5. In the case of an incident of serious unfair treatment of an employee, which is not resolved through the Complaint Resolution Procedure, the employee may file a formal grievance with his/her department director within appropriate time frames.

Any extension of the time limits specified in this process may be provided when mutually agreed upon by all parties concerned.

Article XI - Grievance Procedure

A. Purpose

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

B. Matters Subject to the Grievance Procedure

A grievance may be filed by an employee for the alleged violation of any personnel rule or regulation related to mandatory subjects of bargaining and not specifically reserved to the City in the City Rights Clause, Article V; for the alleged violation of a section of an Agreement with a recognized employee organization; or alleged violation of commonly accepted safety practices or procedures, or a dispute over an annual performance evaluation rating received by an employee at a meets objectives minus, needs improvement, or unsatisfactory level. The grievance

procedure shall not be used to establish new policies or change any existing rules and regulations or in lieu of the Complaint Resolution Procedure - Article X. It shall not be used in matters resulting from disciplinary action, dismissal or demotion or other appeal procedures that exist in accordance with the Personnel Ordinance and Resolution.

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

C. Informal Grievance Adjustment

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

The informal grievance level shall consist of the employee verbally informing his/her immediate supervisor, or next higher level of supervision if the employee's grievance is with that supervisor, of the alleged violation. The supervisor to whom the verbal grievance is made shall make whatever investigation he/she deems necessary and reply within fourteen (14) calendar days. Any matters for which he/she does not have authority to make a decision should be brought to the attention of a higher-level supervisor who does have the proper authority.

If the employee is not satisfied with the decision reached through the informal discussion, he/she may bring the matter to the attention to the next level of authority within fourteen (14) calendar days of the immediate supervisor's response. The next level of authority shall have fourteen (14) calendar days to reply. If the employee is still not satisfied with the decision, he/she may file a formal grievance within fourteen (14) calendar days after having received the reply.

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

D. Formal Grievance Procedure

1. First Level

The formal grievance procedure may be followed only after failure to resolve a problem through informal grievance adjustment. If, after this discussion, the employee is not in Agreement with the decision reached, he/she may, within fourteen (14) calendar days, file a formal grievance in writing (Form No. 20-33) to their Department Director, with a copy to the Personnel Officer. The Department Director shall make whatever investigation he/she deems necessary to allow fair consideration of the situation and shall present a written reply to the employee within fourteen (14) calendar days after receipt of the grievance. A copy of the reply shall be forwarded to the Personnel Officer.

2. Second Level

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

The Assistant City Manager or his/her designee shall communicate a decision within fourteen (14) calendar days after receiving the appeal. Either the grievant or the Assistant City Manager may request a personal conference

within the foregoing limits to discuss the grievance. Either party may have a representative present at such a conference.

3. Third Level

If the grievant is not satisfied with the decision by the Assistant City Manager, he/she may request the Association to submit the grievance to advisory arbitration, or appeal directly to the City Manager.

a. Advisory Arbitration Procedure

If the Association concurs with the employee request for advisory arbitration, the Association shall within twenty-eight (28) calendar days of the Assistant City Manager's decision submit a request in writing to the Assistant City Manager for advisory arbitration of the dispute and the City shall comply with the request, except in cases of disputed arbitration which shall be provided for hereinafter. The Association and the City shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the American Arbitration Association 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 for witnesses and conferees, or the costs for witnesses and conferees, shall be borne by the party incurring them.

The Advisory Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to advisory arbitration. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues 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 issue.

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

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

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

The City Manager reserves the right to modify any recommendation of a Hearing Officer; however, in the event the City rejects the recommendation of the Hearing Officer to reverse a termination decision, the City will bear the entire costs of the Hearing Officer.

The City Manager has the power to render a final decision of a grievance, which shall be binding on ALL parties. If, upon review, the City Manager determines that he/she is unable to render a final determination on the record, he/she may reopen the record for the taking of additional evidence prior to rendering the binding decision.

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 Assistant City Manager'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.

E. General Conditions

1. A formal grievance on interpretations/actions of this Agreement, not involving a specific supervisor or Department Director may be submitted directly to the Personnel Officer or his/her designee. The decision of the City Manager on Agreement disputes shall not restrict an employee from other avenues of appeal available under law.
2. The Personnel Officer shall receive and retain copies of all written material pertaining to the grievance.
3. At any step of the informal grievance adjustment or formal grievance procedure, a Department Director, supervisor, or employee may request a representative of the Personnel Office to participate in any discussion which may take place.
4. Grievance may be initiated only by the concerned employee or group of concerned employees. ICEA may be the grievant on issues related specifically to those articles in the Agreement which relate to Association/organizational issues.
5. An employee may represent himself/herself or select whomever he/she desires to represent him/her in the grievance procedure.
6. If an employee fails to proceed with a grievance within any of the time limits specified in this policy, it shall be assumed that the grievance has been settled on the basis of the last decision reached.
7. If management fails to respond within any of the time limits specified in this policy; the employee may proceed to the next level as if management responded on the last day possible.

8. Any extension of the time limits specified in this process may be provided when mutually agreed upon by all parties concerned.

Article XII - Disciplinary Action

A. Disciplinary Authority

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

B. Disciplinary Procedure

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

1. The proposed action to be taken.
2. The charges on which the proposed action is based, including all relevant written materials, written reports, and documents which support these charges.
3. The proposed date on which the disciplinary action will take place.
4. The fact that the employee is entitled to respond to the charges either orally or in writing to the Department Director at least seven (7) calendar days after receipt of notification. If the written notice has been issued by the Department Director, the employee may direct his/her response to the Personnel Officer. Failure of the employee to make a written or oral response of request will constitute waiver of the right to respond.
5. If the employee elects to respond in person, a meeting shall be conducted at which the employee shall be given the opportunity to respond to the charges. The meeting shall be held by the Department Director or the Personnel

Officer in those instances where the written notice has been issued by the Department Director. The employee shall be entitled to be represented by counsel or other person of his/her choosing during the course of the above proceeding.

6. After following the above procedure, the Department Director shall prepare the written notice of decision to be served personally upon the employee. Said notice shall inform the employee of his/her appeal rights, if any.

The City shall have the right to place any employee on 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 that are part of a general plan to reduce salaries and wages or to eliminate positions.

C. Appeal

1. Right of Appeal

When formal disciplinary action of dismissal, demotion, reduction in pay, accrued leaves or suspension without pay for three (3) or more days has been taken pursuant to this Article, the employee shall have the right to appeal as provided below. Failure to appeal by the employee or his/her representative will make the disciplinary action final and conclusive.

2. Appeal Procedure

A member of the competitive service who has been demoted, dismissed, reduced in pay or accrued leaves or suspended without pay for three (3) or more days may appeal to the City Manager within fourteen (14) calendar days after having been furnished with a copy of the notice of discipline by filing a written answer to such charges and requesting a hearing thereon.

3. Hearing Procedure

- a. The City Manager shall appoint a Hearing Officer to conduct hearings on appealable disciplinary action imposed pursuant to this Article. In case of termination, however, the Association may request a Hearing

Officer be selected from a list provided by the American Arbitration Association. The parties shall request the American Arbitration Association to supply a panel of seven (7) names of persons experienced in hearing disciplinary cases for cities. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Hearing Officer. The order of striking shall be determined by lot. The Hearing Officer will not be an employee of the City of Irvine. If the Association requests a Hearing Officer from the American Arbitration Association, the costs of the Hearing Officer's services shall be equally divided by the Association and the City.

- b. Hearings shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence.
- c. The Hearing Officer shall determine the relevancy, weight and credibility of testimony and evidence. The Hearing Officer shall base his/her findings on the preponderance of evidence.
- d. Each side will be permitted an opening statement and closing argument. The 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 charge 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.
4. Appeal Procedure for Suspensions of Less Than Three (3) Days and Reductions of Accrued Leaves Equivalent to less than Three (3) Days
- a. A member of the competitive service who has received a reduction of accrued leaves less than three days (3) or who has been suspended without pay for less than three (3) days, may appeal to the Department Director, or in the event the discipline has been issued by the Department Director, the Personnel Officer within seven (7) calendar days after having been furnished with a copy of the notice of discipline by filing a written answer to such charges and requesting a hearing.

b. Hearing Procedure:

- The time for the appeal hearing shall not be more than fourteen (14) calendar days from the receipt of the appeal, unless otherwise agreed to by the parties involved.
- At least seven (7) calendar days prior to the hearing, both parties shall provide a list of witnesses and/or exhibits to the Department Director or Personnel Officer.
- During the hearing, the Department Director or Personnel Officer shall hear and consider the evidence, witnesses, and/or exhibits from both parties.
- The Department Director or Personnel Officer may grant a continuance for any reason he/she believes to be important to reaching a fair decision.
- The Department Director or Personnel Officer shall consider all evidence and shall base his/her findings on the preponderance of evidence. He/she shall render his/her decision as soon as possible after the conclusion of the hearing, but in no event later than fourteen (14) calendar days after conducting the hearing, unless agreed to by the parties.
- The Department Director or Personnel Officer's decision shall be final and binding.

5. Mediation Procedure

In cases of termination, after the parties have selected a Hearing Officer and hearing date as provided above, the parties may, by mutual agreement, request non-binding mediation to resolve the dispute prior to arbitration. The

selection of the mediator shall be made by mutual agreement. The costs of the mediator services shall be equally divided by the Association and the City.

D. Dismissal

Dismissal of any employee 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.

E. Polygraph Examination

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

Article XIII - Maintenance of Benefits

It is the understanding of the parties that the wages, hours and other terms and conditions of employment contained in this Agreement will not be reduced and shall remain in full force

and effect during the entire term of this Agreement; except as expressly provided herein or except by mutual agreement.

Article XIV - Salary

- A. Salary Grade Structure: The City of Irvine's Salary Grade Structure, which includes the classifications represented by the Association in this unit, is included as Attachment I. The Salary Grade Structure is part of this Memorandum as an agreement between the City and the Association. Nothing in Article XIV shall constitute a waiver to meet and confer.

- B. Position Classification to Salary Grades: The classification of individual positions to pay grades is the City's sole responsibility and will be based upon the evaluation of Comprehensive Position Questionnaires using the DMG Point Factor Job Evaluation Matrix.

- C. Classification Requests: During the period designated by Human Resources each year, employees may request a re-evaluation of the position's responsibilities by submitting a new Comprehensive Position Questionnaire (CPQ) with a cover memorandum explaining the changes in duties since completion of the most recent existing CPQ. The employee's Department Director, manager (if applicable) and supervisor will review the request and make a recommendation which will include an explanation of why the duties have changed and an assessment of the stability of the changes. Any change in classification will take effect the pay period that includes July 1st.

- D. Pay Progression in a Salary Grade
 - 1. Pay progression within a pay grade will be based strictly upon individual performance and summarized in an annual performance appraisal. All base pay progression within pay grades will be limited to the maximum of a pay grade. Base pay progression will be provided according to the following schedule:

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

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

2. Probationary Merit Reviews

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

Following the completion of probation, the employee will be eligible to participate in the annual performance review process the following July. The merit increase granted in the first annual review process following the probationary merit review will be pro-rated to reflect only the time period since the completion of the probationary period. All subsequent performance reviews will be conducted according to the Annual Performance Appraisal schedule.

3. Wage and Salary Range Adjustment

Effective the pay period that includes September 1, 2013, the maximum of the salary ranges of the classifications represented by this Agreement, shall be increased by three percent (3%).

Effective the pay period that includes September 1, 2014, all employees will receive a lump sum one-time payment equal to two percent (2%) of the employee's annual base rate of pay.

Article XV - Special Assignment Pay

A. Bilingual Pay

Department Directors shall annually designate which positions are 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:

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, employees must be certified as qualified by the Personnel Officer.
3. Any employee who has been determined as qualified for bilingual pay and who is on any leave of absence for at least one calendar month, exclusive of accrued vacation or compensatory time, will be ineligible for bilingual pay until his/her return to work. Upon his/her return to work, the employee will be reinstated into the bilingual pay program and receive his/her \$50 monthly stipend effective the first working day of the new calendar month following his/her return to work. The employee will not be required to perform bilingual interpretation services during any period which he/she is not receiving bilingual pay.

4. For positions requiring extensive contact with the public or contractors, bilingual pay will be rotated among employees who are deemed as qualified by the City. The Department Director will have the discretion to determine the number of employees and the sections/units that qualify to participate in a “rotation pool.” Rotations will occur every 12 months, effective the first pay period each November.
5. An employee in a bilingual assignment may request to have the bilingual assignment and corresponding pay removed.

B. “Hazard” Stipend

1. Employees who work in arterial roadways shall be paid additional compensation of \$900 per year. This payment shall be made annually, following implementation of each affected employee’s annual performance appraisal, but no later than the pay period that includes December 1 of each year. This payment shall be prorated for an employee who is on leave without pay for 30 days or more. Employees are only eligible to receive this payment if they have met the following requirements:
 - Are regularly assigned to one of the following City sections in either the Street Maintenance or Landscape Maintenance Divisions in the Public Works Department:
 - Asphalt
 - Traffic Safety
 - Are actively employed by the City at the time of payment.
 - Received no less than a “meets expectations” rating on their performance appraisal that year.
 - Received no suspension for safety issues during the previous review period, and had no confirmed positive test results through the DOT testing program during the course of the prior calendar year.
 - Followed all WATCH manual and CalOSHA standards, if applicable, during the previous review period.

- Held a position in one of the qualifying sections (asphalt, traffic safety) for at least nine (9) out of twelve (12) months that year.
- Employees receiving this Hazard Stipend are not eligible for the Class A/B License Stipend outlined in Section D of this Article.

C. Training Pay

1. If an employee in the classification of Public Safety Dispatcher II is required to train a new employee in the classification of Public Safety Dispatcher I or II, or Public Safety Aide/Assistant acting in the capacity of call-taker in dispatch, that employee shall be paid additional compensation of \$75 for each pay period that employee is required to train. Employees are only eligible to receive this payment if they have met the following requirements:

- Have been POST-certified as Dispatch trainers through the POST Communications Training Officer course.
- Actual training time must be performed during that pay period.

2. This provision does not apply to “sit-alongs” or Communications Training Officer (CTO) meetings.

D. Class A/B License Stipend

Employees whose regular responsibilities require them to participate in the Department of Transportation’s (DOT) drug and alcohol testing program, shall be paid additional compensation of \$900 per year. This payment shall be made annually, no later than the pay period that includes December 1 of each year. Employees are only eligible to receive this payment if they have met the following requirements:

- Received no suspension for safety issues during the previous review period, and have no confirmed positive test results through the DOT testing program during the course of the prior calendar year.
- Held a position that required DOT testing program participation for at least nine (9) out of twelve (12) months that year.
- Employees receiving this Class A/B License Stipend are not eligible for the Hazard Stipend outlined in Section B of this Article.

This payment is to recognize the impact of random drug and alcohol testing on employees. If the DOT changes its requirements for testing in the future, such that employees would not be subject to random testing, this payment shall cease.

E. Shift Differential

Employees who have been regularly assigned to a standard shift that requires them to work between the hours of 6:00 p.m. and 6:00 a.m. shall be paid additional compensation of \$1.50 per hour for each hour that is worked between 6:00 p.m. and 6:00 a.m. This provision applies to regularly scheduled shifts only. This payment does not apply to flex hours, overtime, holiday pay, emergency call-outs or other non-scheduled work during these hours.

Article XVI - Overtime and Work Schedule

A. Overtime Compensation

Hours worked or earned in excess of forty (40) hours per work week shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate when such work is approved by the Department Director (or his/her designee).

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

As of the effective date of this Agreement, no hourly classifications shall be exempted from the provisions of the Fair Labor Standards Act.

B. Compensatory Time

Employees may accumulate a maximum of one hundred twenty (120) hours compensatory time in lieu of overtime compensation on the basis of one and one-half (1 1/2) hours compensatory time for one (1) hour of overtime work. Use of accumulated Compensatory Time must be requested by the employee and approved by the Department Director (or his/her designee) in writing.

C. Stand-by-Time

Effective the date the City Council approves this Agreement, regular full-time employees shall receive two (2) hours salary at their hourly rate for each day he/she is required to be available for non-scheduled work assignments. If a City holiday falls in conjunction with a weekend, employees on standby will receive an additional two (2) hours standby pay for each of these holidays.

D. Work Schedules

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

1. Paid overtime at 1 1/2 times the employee's hourly rate;
2. Accrued compensatory time to a maximum of 120 hours;
3. Flex time within the same week at straight time.

In the event the City institutes a City-wide policy to prohibit or restrict paid overtime, employees shall request, subject to the approval of the Department Director (or his/her designee), one of the following methods of compensation for overtime.

1. Flex time within the same week at straight time.
2. Accrued compensatory time to maximum of 120 hours.

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

E. Distribution of Overtime

1. Every effort shall be made to equalize overtime opportunities for employees fully qualified to perform the work required.

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

Article XVII - Alternate Work Schedules

Unit members may request from their Department Directors to work a 36/44 or a 4/10 alternative workweek schedule. Department Directors will review requests for alternate work schedules, on a case-by-case basis, based on the following criteria: 1) productivity and service to the public will not be decreased, 2) that there will be no adverse effects on the operation of any City department or work unit, and 3) with due regard to the wishes of the employee.

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

In an emergency, the Department Director may direct the employee to work a different schedule on a 24-hour notice. If the alternate work schedule is not effective, the Department Director will require that the employee return to a more standard workweek with a 14-calendar day notice. If an employee finds it necessary, he/she may make a request to return to a more standard workweek, which will be considered on a case-by-case basis.

Article XVIII - Benefits

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

Indemnity Medical Insurance

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

Indemnity Dental Insurance

The City shall provide the option to employees to enroll in one of two dental indemnity insurance plans, the standard and the enhanced plan. The costs of the enhanced plan, if selected by the employee, shall require employee premium contributions for the amount in excess of the premium for the standard plan.

Health and Dental Maintenance Organizations

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

Psychological

One (1) group psychological plan.

Vision

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

Effective July 1, 2002, the total cost to the city for medical, dental, psychological, and vision insurance shall not exceed \$694.04 per employee; \$754.04 per employee plus one; and \$1064.31 per employee plus family per month. The medical tier that the employee selects will drive the insurance cap that is applied to the employee's health benefit selections. The cost of the dental enhanced plan, if selected by the employee, shall require employee premium contributions for the amount in excess of the premium for the standard plan.

- B. Effective January 1, 2009 and annually thereafter employees will have the option of enrolling themselves and/or their dependents into a no-cost medical plan rather than being subject to the cap as set forth in Article XVIII, item A., above. Under the no-cost plan, the City will provide any HMO Medical Plan and any HMO Dental Plan offered by the City, as described in Article XVIII, 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.

C. Employees not claiming any dependent on any health plan (medical, dental, psych) shall receive \$150 per month. The stipend may be used for deferred Compensation, taxable cash or to purchase voluntary additional life insurance or enhanced dental plans.

D. Insurance Committee

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

E. Pension and Pension Administration

1. The provisions of this Section D.1 shall apply to employees, as of June 30, 2003, who elected to decline the CalPERS benefits.
 - a. The City shall invest an amount equal to fifteen percent (15%) of each employee's base salary in the City of Irvine Defined Contribution Pension Plan (DCPP). Effective August 11, 2011, the amount the City invests shall be reduced to 12.448%.
 - b. Effective July 1, 2003, the City will deduct an amount equal to four percent (4%) of each employee's base salary to invest in the City of Irvine DCPP. It is understood that this payroll deduction shall be mandatory for all employees who elected to remain in the City of Irvine DCPP. Effective August 11, 2011, the amount deducted from employee base salary shall be increased to 6.552%.
 - c. All employees who elected to remain in the City of Irvine DCPP shall not be entitled to any CalPERS benefits past, present or future as provided under section D.2 of this article. Employees who elected to remain in the City of Irvine DCPP, shall continue participation until the employee terminates his/her employment from the City for any reason.
 - d. Employees shall become 50% vested upon completion of the probationary period, or if the probationary period is greater than six (6) months, employees shall become 55% vested in the retirement plan upon completion of the probationary period. Thereafter, such vested interest shall increase at the rate of five percent (5%) for every Plan Year in which the employee completes 1000 hours of service. Once the employee has completed five years of service, he/she shall become 100% vested in the retirement plan.

- e. The City will utilize retirement plan forfeiture funds to offset the City of Irvine DCPD administration and management costs.
2. The provisions of section D.2 shall apply to employees, as of June 30, 2003, who elected to waive their rights to the City of Irvine Defined Contribution Pension Plan (DCPP) and who elected to transfer to the CalPERS program.
- a. The City's contract with CalPERS shall include the following options:
 - 2.7% @ 55 Full Formula for Local Miscellaneous Members (Cal. Govt. Section 21354.5)
 - One Year Final Compensation (Cal. Govt. Code Section 20042)
 - Military Service Credit as Public Service (Govt. Code Section 21024), in which the employees pays the entire cost.
 - Improved Non-Industrial Disability Allowance (Cal. Govt. Code Section 21427).
 - 4th Level 1959 Survivor Benefits (Govt. Code Section 21574).
 - Limit Prior Service to Members Employed on Contract Date (Govt. Code Section 20938).
 - b. All employees hired on or after July 5, 2003, the effective date of the CalPERS contract shall become members of the CalPERS Retirement Program.
 - c. All active employees of the Association shall be members of CalPERS, unless they elected to decline the CalPERS benefits through an irrevocable election process. All Association members covered by CalPERS shall no longer be entitled to any benefits past or future, provided under the City of Irvine DCPD referenced in Article XVII, Section D.1.
 - d. Once a member of the CalPERS plan, such participation shall continue until the employee terminates employment with the City for any reason.

- e. The CalPERS vesting schedule will apply (Cal. Govt. Code Section 21060).
- f. Employer-Paid Member Contributions
 - Effective August 11, 2011, the full eight percent (8%) cost of the CalPERS member contributions will be paid by the employee.
- 3. Effective April 14, 2012, the City will implement the 2% @ 55 retirement program with the average of the three highest paid consecutive years for newly hired employees. Employees hired after implementation of the 2% @ 55 plan will pay the full 7% Member Contribution for the entire term of their employment.
- 4. All “New Members” within the meaning of the California Public Employees Pension Reform Act of 2013 hired by the City on or after January 1, 2013, will become members of the City’s Tier 3 plan; 2% at 62 formula for Miscellaneous employees. Employees will pay the full employee contribution, which will be one-half the normal rate as determined by CalPERS and there shall be no employer payment of any of the required employee contribution.

F. Retiree Health Plan

- 1. The City shall contribute an amount equal to three percent (3%) of each employee’s base salary in a Voluntary Employees’ Beneficiary Association (VEBA), which shall be established and administered by the Association.
- 2. Employees participating in the ICEA VEBA shall contribute an amount equal to one percent (1%) of base salary.
- 3. An employee who has retired from the City and has either attained the age of sixty (60) years or is fifty (50) years old and has completed five

(5) years of service with the City shall be entitled to purchase the medical insurance plan in effect at the time of retirement at premium group rates for the employee and the employee's dependents at the cost of the employee.

4. The City will allow a spouse of an eligible retired unit member to continue to purchase the medical insurance after the death of the retired employee, provided that the spouse was covered under a City insurance plan at the time of employee's death and provided that there has been no break in coverage since the employee's retirement. This eligibility for continued coverage ceases if such spouse remarries.
5. Each representation unit has determined the type of retiree health program in which its members shall participate. In order to ensure that the employees can maximize their benefits, the City agrees to allow employees to remain in the designated type of retiree health program throughout their service with the City, whether or not the employee moves to another representation unit(s). In the event an employee moves to another representation unit, the City will contribute an amount up to the contribution established for the new unit's retiree health plan and the employee will not be eligible to participate in any other non-voluntary health plan offered to City employees. If the City's contribution toward a retiree health plan in the new unit is less than what is required for the employee's designated retiree health plan, the difference will be deducted from the employee's pay.

G. Life Insurance

Effective the month following the adoption of this Agreement, employees covered by this Agreement shall be provided a life insurance plan in the amount equal to a full year's base salary rounded up the next \$1,000 or \$22,000; whichever amount is greater.

H. Disability

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

Article XIX - Flexible Spending Account

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

Article XX - Leaves

A. Vacation/Vacation Buyback

1. Employees shall accrue vacation credits as follows:

<u>Years of Service</u>	<u>Annual Vacation Credits</u>	<u>Maximum Accrual</u>
1 through 3	80 hours	160 hours
After 3 through 7	120 hours	200 hours
After 7 through 10	136 hours	216 hours
After 10 or more	160 hours	240 hours

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

The time during a calendar year at which an employee may take her/his 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 fall within 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.

Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the following conditions:

- The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
- The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to Sick Leave.
- The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

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

2. Vacation Buyback

An employee may elect to have the City buy back up to eighty (80) hours of accrued vacation at the employee's base rate of pay. Vacation buy-back requests must be made only in whole hour increments. The annual election period shall be designated and announced by Human Resources annually. Payment shall be received by the employee by Thanksgiving.

B. 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 the designated department contact prior to or within one (1) hour after the time set for beginning his/her daily duties, or as may be specified by the director of her/his department. When absence is for one workday or more, the employee may be required to file a physician's certificate with the Personnel Officer or designee, stating the cause of absence.

An employee receiving temporary disability payments under the Worker's 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 Worker's Compensation fund to the Finance Officer. An employee may be required to provide a doctor's release to return to work following an illness or injury resulting in an inability to perform assigned duties.

C. Personal Sick Leave Conversion

1. Regular employees shall be eligible, if they so desire, each quarter (January 1, April 1, July 1, and October 1) to convert unused Personal Sick Leave in excess of 168 hours at a ratio of eight (8) hours day of vacation for every twenty-four (24) hours of Personal Sick Leave. Except that employees with at least ten years of full-time consecutive service shall be eligible to convert sick leave at the ratio of eight (8) vacation hours for sixteen (16) sick leave hours. One hundred sixty-eight (168) hours must be accrued and retained prior to converting any excess Personal Sick Leave hours to vacation hours.

2. Regular full-time employees having less than ten (10) years of consecutive full-time service shall be eligible to convert unused personal sick leave in excess of 168 hours to cash at a ratio of three (3) hours sick leave to one (1) hour of pay at the employee's base salary rate, subject to a maximum conversion of 120 hours of sick leave per employee per year. Regular full-

time employees with at least ten (10) years of consecutive full-time service shall be eligible to convert unused personal sick leave in excess of 168 hours to cash at a ratio of two (2) hours of sick leave to one (1) hour of pay at the employee's base salary rate, subject to a maximum conversion of 80 hours of sick leave per employee per year. Conversion requests can be made only in whole hour increments that are evenly divisible by the conversion ratio. Conversion requests shall be submitted on appropriate forms as determined by the Personnel Officer. The annual election period and payment period shall be designated and announced by Human Resources annually.

3. Upon separation from the City, a regular full-time employee having less than ten (10) consecutive full-time years of service who has a minimum of 168 hours of Personal Sick Leave may convert the excess Personal Sick Leave to vacation at the ratio of eight (8) hours of vacation for every twenty-four (24) hours of Personal Sick Leave. Employees who separate with at least ten (10) years, but not more than fifteen (15) years of consecutive full-time service, may convert unused sick leave over 168 hours at the rate of eight (8) hours of vacation for every sixteen (16) hours of personal sick leave. Employees who separate after fifteen (15) years of full-time, continuous service may convert any accrued and unused sick leave over 84 hours at the rate of eight (8) hours of pay at the normal base pay rate for every sixteen (16) hours of sick leave. Effective July 1, 2002 employees who separate with at least ten 10 years of consecutive full-time employment and have at least 200 hours of accrued sick leave at the time of separation, may convert all accrued personal sick leave hours at the ratios described in Section C.2 above. In this situation, the employee may exceed his/her vacation accrual limits. This paragraph shall not apply to employees who separate due to termination for cause or resignation or retirement in lieu of termination for cause.

D. Personal Leave

By January 1st of each year, regular and probationary employees shall receive a Personal Leave Benefit of seventy-one (71) hours per year. Such leave shall be available for employees to use from the beginning of the first pay period beginning in

the calendar year through the end of the last pay period beginning in the calendar year. Such hours shall not accrue from year to year. Probationary employees who commence employment with the City after January 1 will receive twenty four (24) less Personal Leave hours for every four (4) months the employee is not on paid status with the City.

The Personal Leave benefit may be used by the employee to conduct personal business. The employee shall notify his/her immediate supervisor of the use of a Personal Leave day at least 36 hours in advance unless circumstances beyond the employee's control prevent such notification.

E. Bereavement Leave

Upon request, employees shall receive necessary time off with pay, not to exceed forty (40) hours in any one (1) instance, to arrange for or attend a funeral or memorial service of a member of their immediate family. Bereavement leave will be granted in instances where the funeral or memorial service is taking place within 30 calendar days after the date of the immediate family member's death. The employee may determine the number of hours, up to 40, that are necessary for each instance of bereavement. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, step-brother, sister, step-sister, wife, husband, child, step-child, grandparent, grandchild, legal guardian or other individuals whose relationship to the employee is that of a dependent or near dependent.

F. Parenthood Leave

A regular employee may be granted a temporary parenthood leave of absence without pay, not to exceed 180 calendar days per year, upon approval from the City Manager. The employee requesting such leave shall present evidence to his/her Department Director of the birth or adoption of the employee's child. The City will comply with all elements of parenthood leave under the Family Medical Leave Act and the California Family Rights Act.

G. Jury Duty and Subpoenas

Every classified employee of the City who is subpoenaed as a witness for a local, state or federal government shall be entitled to absent herself/himself from her/his duties with the City during the period of such service or while necessarily being present in court as a result of such call or subpoena, and shall receive full compensation.

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

For employees working on shifts in a 24-hour setting, time served on jury duty will be counted as work hours for that date up to the maximum number of hours normally worked by the employee on that date.

H. 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) fiscal year. Weekend drills are excluded from meaning of ordered military leave.

I. Industrial Accident Leave

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

1. In the event the employee qualifies for compensation under State law, the employee shall receive the difference between the Worker's Compensation payments and his/her regular salary.
2. The employee's condition is not permanent and stationary as determined by the City's appointed doctor.
3. The employee shall accrue sick leave and vacation leave during the term of the Industrial Accident Leave taken.

In the event of an on-the-job injury or accident resulting in loss of time beyond that required for immediate medical attention, such employee may be required to be examined by a licensed physician appointed by the City of Irvine. Any on-the-job injury or accident must be reported to the employee's immediate supervisor within twenty-four (24) hours after said injury or accident. Failure to report said injury or said accident shall be grounds for disciplinary action.

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

Article XXI - Holidays

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

New Year's Day
Martin Luther King Jr. Day
Washington's Birthday
Memorial Day
Independence Day (4th of July)

Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

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

Regular full-time employees shall receive nine (9) hours pay for each of these holidays observed on a Monday, Tuesday, Wednesday, or Thursday. Employees shall receive eight (8) hours pay for each of these holidays observed on a regularly scheduled working Friday. Regular full-time employees working an eight (8)-hour, five (5)-day schedule will receive eight (8) hours pay for each of these holidays. An employee must be paid for all of the regularly scheduled work assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. If a holiday falls on an employee's regularly scheduled time off, the employee may take off another day within the workweek upon approval of his/her supervisor.

For employees not assigned to a 7-day work schedule holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner.

Employees assigned to work on authorized holidays shall receive regular holiday compensation and compensation in the form of premium overtime (one and one-half times the employee's hourly rate) for actual hours worked. At the request of the employee, and within the City's ability to maintain appropriate service levels, such assigned employees may be granted compensatory time off, in lieu of pay.

Employees who are assigned to a 7-day work schedule, as designated by their department shall observe holidays on the same days as employees who are not assigned to a 7-day work schedule with the following exceptions:

New Year's Day
Independence Day (4th of July)
Christmas Eve
Christmas Day

In this case, employees shall observe the holiday on the actual day of the holiday. If another City holiday falls on a Friday that City Hall is closed, as a result, the City observes the holiday on a different day, the holiday for employees assigned to a 7-day work schedule shall be observed on the Friday.

Effective in January 2003, and each year thereafter, the City will determine the total number of authorized holidays that would be observed by employees on a 9/80 work schedule for each holiday listed in this Article. Employees assigned to a 7-day work schedule, as designated by their department, shall be credited with the equivalent number of hours of paid holiday leave into a holiday "bank".

Effective January 1, 2005, the holiday "bank" will be eliminated. Employees assigned to a 7-day work schedule, as designated by their department, and are scheduled off their regularly scheduled shift of 10 hours or 12 hours, due to a holiday, shall receive holiday pay equivalent to their regularly scheduled shift.

Article XXII - Educational Reimbursement/Professional Development

Employees covered by this Agreement shall be eligible for reimbursement for approved education or professional development expenses as set forth in City policy up to a maximum of \$1,300 per calendar year.

The City will provide ICEA an accounting of the allocated training funds on a quarterly basis, if requested. This accounting will show departmental funding levels and the use of funds by employee group/category, a list of vendors and amounts paid to those vendors.

Article XXIII - Promotions

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

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

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

An open selection process shall be held for all position vacancies in each class and class series. However, a promotional selection process may be utilized when the Personnel Officer, after review with the Department Director, determines such a process is in the best interest of the City. Any unit employee who elects to participate in the recruitment and meets the minimum requirements for the position will be eligible to compete in the examination process. If the examination process includes a written test or graded test the employee will automatically receive an additional five (5) points to their score. Does not apply to practical tests or safety related tests.

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

As set forth in the Personnel Rules and Regulations (Article 6, Section 5), an employee rejected during the probationary period from a position to which he/she was promoted shall be

reinstated to the position and salary held prior to promotion if a vacancy exists, unless he/she is discharged for a reason which would have been sufficient to cause his/her discharge from his/her former position. If no vacancy exists, the employee shall be placed on a re-employment list for the classification from which he/she was promoted. Sworn employees may be entitled to an administrative appeal as provided in Government Code § 3304. Non-sworn employees are not entitled to notice or a hearing if rejected during probation.

Article XXIV - Layoff and Recall

Whenever in the judgment of the City Council, it becomes necessary for lack of work or lack of funds, or because the necessity for a position no longer exists, the City Council may abolish any position or employment in the competitive service. The employee holding such position for employment may be laid off without relation to disciplinary action and without the right of appeal of the decisions to eliminate positions. ICEA will be notified in writing of proposed layoffs of ICEA positions. Prior to the abolishment of any ICEA position in the competitive service due to lack of funds or a severe economic downturn, City Management will meet with ICEA representatives to discuss the following issues:

1. Reasons for proposed layoffs.
2. Possible alternatives to layoffs.
3. Alternative solutions to mitigate any effects of potential layoffs.

Although the City will consult with ICEA prior to implementing any layoffs in their bargaining group, the final determination on the decision to implement any layoffs will be made by the City Council.

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

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

- B. An employee's seniority will be modified in the following manner, using the two most recent annual performance evaluation ratings for seniority demerits and the one most recent annual performance evaluation ratings for seniority merits:

<u>Number of Ratings</u>	<u>Level of Rating</u>	<u>Modification to Seniority</u>
1	Does not Achieve Expectations	Subtract 1 year
2	Does not Achieve Expectations/less than or equal to Meets Objectives	Subtract 3 years
1	Exceeds Expectations	Add 1 year

Effective September 1, 2005, the employee's seniority will be modified in the following manner:

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

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

position on the layoff list, the Personnel Officer or his/her designee shall establish the "Final Order of Layoff." The decision of the Personnel Officer or his/her designee shall be final and not subject to the grievance process.

- E. No regular or probationary employee shall be laid off from his/her position in any department while an emergency, temporary, provisional, regular part-time and part-time, or contract employee is serving in the same classification in the same department. No regular employee shall be laid off in any department while a probationary employee is serving in the same classification in the same department. Employees to be laid off shall be given at least fourteen (14)-calendar days prior notice.
- F. An employee who receives a final layoff notice under the provisions of this policy who holds regular full-time status may within seven (7) calendar days of receipt of the layoff notice request demotion to a position within the employee's classification series for which the employee possesses the minimum qualifications and the position remains a budgeted position. In that event, the employee's position on the layoff list shall be reevaluated as though the employee is in the new classification utilizing the same criteria established for the original list.
- G. After the bumping process has occurred and if no budgeted position is available within the classification series, the employee may request a transfer or demotion to a position in a similar classification series for which the employee possesses the minimum qualifications and the position remains a vacant budgeted position. For the purposes of this section, a similar classification will mean an ICEA-represented position that is in the same or lower pay grade and requires similar education, skills and/or experience as the position which the employee currently holds, as determined by the Personnel Officer. The employee's request will be considered by the Personnel Officer, who will make every effort to provide for reasonable education and experience equivalencies in determining an employee's minimum qualifications for the available position.

If there is more than one affected employee who is requesting a transfer or demotion into an available position, the City will determine the order of bumping by using the same methodology as described in sections A, B and C of this Article.

- H. The names of regular and probationary employees laid off or demoted in lieu of layoff shall be placed upon reemployment lists for one year for those job classes requiring basically the same qualifications, duties, and responsibilities of the class from which layoff or demotion in lieu of layoff was made.
- I. Persons whose names are placed on reemployment lists in accordance with this policy, and who are re-employed within the prescribed period, shall be regarded as having been on "unpaid" leave of absence during this period and will resume accruals of vacation, sick, and other leaves in accordance with adopted City policy.

Article XXV – Seniority

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

An employee who is not a full-time employee shall not lose any previously accrued seniority by virtue of the employee having a status other than that of a full-time employee; however, no seniority shall accrue during any period of time in which an employee is on an approved leave without pay in excess of thirty (30) calendar days, or during any period of time in which an employee has a City employment status other than that of a full-time employee or a job-sharing employee. An employee shall only be entitled to a fifty percent (50%) seniority accrual (i.e., seniority shall be accrued at the rate of one day of seniority for each two days of service) during any period of time in which an employee is classified as a job-sharing employee.

Article XXVI - Safety

The City shall provide and maintain a healthy and safe place of employment. No employee shall be required to work under conditions dangerous to the employee's health or safety. The City shall provide and maintain all safety equipment and comply with all health and safety laws and regulations necessary for employees to perform their jobs in a safe manner. Employees shall report unsafe practices, equipment or conditions to their supervisors.

ICEA shall have the right to appoint a voting member to the City Safety Committee. The Committee will develop appropriate rules and regulations to strengthen safety in the workplace.

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

Article XXVII - Uniforms, Safety Gear and Inclement Weather Gear

Employees in designated classes shall be provided and required to wear City uniforms. Steel-toed shoes and safety glasses will be provided to employees whose regular duties require their usage. Rain gear will be provided to employees whose regular full-time duties require them to work outside on a continuous basis in adverse elements.

The City will provide an orange, reflective jacket to each full-time employee who regularly works in the public street section and traffic signal repair section. Each employee will be responsible for the reasonable care and cleaning of his or her jacket. In the event a jacket is damaged or lost, under circumstances other than normal use for its intended purpose, the employee will be responsible for its replacement at his or her cost. Jackets shall be used

for official City business only, and shall have the City logo or identification prominently displayed.

In the event an employee loses or damages his or her uniform or any other item issued by the City as a result of unreasonable neglect or abuse an employee must replace them at his or her expense. The above provision will be administered in accordance to Administrative Policy.

Article XXVIII - Personnel Files

The official personnel file for each City employee shall be maintained by Human Resources. Employees have the right to review their official personnel file in Human Resources by scheduling a specific date and time, 24 hours in advance, with Human Resources staff. Documents designated by law as confidential shall not be subject to review by the employee.

A copy of any commendations, written warnings or reprimands, disciplinary actions, Personnel Action Forms and performance reviews placed in the employee's personnel file will be provided to the employee.

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

Article XXIX - Child Care

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

Article XXX - Probationary Period/Provisional Appointment/Job Sharing

The probationary period for non-sworn employees shall be six (6) months of actual and continuous service unless otherwise extended for up to 6 months under the Personnel Rules and Procedures, with the exception of the following classifications for which the probationary period shall be one (1) year of actual and continuous service; Public Safety Dispatcher, Public Safety Assistant, Senior Public Safety Assistant, Forensic Specialist I/II, Civilian Investigator I/II, Police Recruit and Supervising Public Safety Dispatcher, shall have a probationary period of one (1) year of actual and continuous service.

In the case of a current full-time employee in an ICEA represented class receiving a provisional appointment such provisional appointment shall not be made for a period of less than twenty-eight (28) calendar days. If the position is in another bargaining unit, the employee shall not be entitled to the following changes in compensation and benefits: Annual Physical Examination reimbursement, Retiree Health Voluntary Employees' Beneficiary Association (VEBA) plan, and health plans, including psychological.

Interested employees in ICEA-represented classes may be considered for job sharing.

Article XXXI - Non-Discrimination

Neither party to this Agreement shall discriminate against any employee on the basis of race, color, creed, age, sex, national origin, political affiliation, marital status, disability, religion, or any other legally protected status enumerated under local, State, or Federal laws, rules and regulations governing employment or equal employment opportunity. The parties further agree that they shall not interfere with, intimidate, restrain, coerce, or discriminate against any employee in his/her free choice to participate or not participate in the activities of and right to join the ICEA.

It is agreed by both parties to this Agreement that they will fully comply with all applicable local, State, and Federal laws, rules and regulations governing equal employment opportunity, including but not limited to any provision of the California Labor Code which applies to employees covered by this Agreement.

In recognition of the Americans with Disability Act, the City will, in evaluating each situation on a case-by-case basis, endeavor to carefully consider ways to reasonably accommodate disabled employees.

Article XXXII - Contracting Out

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

In the event a member of the ICEA bargaining unit is laid-off from his/her employment with the City, without opportunity to voluntarily demote into a lower position or transfer into a comparable position in the City, due to privatization or contracting-out of a city service, the City will provide a severance. The severance shall be equivalent to forth (40) hours of pay, at the current base hourly rate of pay, for every year of fulltime City service rounded to the closest full year of service. Additionally, the City will provide a one-time cash equivalent payment for continuing health insurance premiums, using the individual's current elected coverage levels and insurance providers, payable through the end of the month in which the severance expires.

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

Article XXXIII - Severability

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

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

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

Article XXXIV - Completion of the Meet and Confer Process

Each of the parties hereto agrees that it has had a full and unrestricted right to meet, advance, and discuss all matters properly within the scope of meet and confer, in accordance with State laws and local ordinances and regulations. The express provisions of this Agreement constitute the only limitations upon the City's right 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.

Article XXXV - Concerted Activities

Apart from and in addition to existing legal restrictions upon and remedies for work stoppage, the ICEA hereby agrees that during the term of this Agreement, neither it nor its members or agents, representatives or persons acting in concert with any of them, shall incite, engage or participate in any strike, walkout, slowdown, sick-out or other work stoppage of any nature against the City whatsoever, or wheresoever located, including but not limited to disputes which are related to the subject matter contained in this Agreement; disputes which are specifically not subjects of this Agreement; disputes between the City

and other employee organizations, persons or employees; jurisdictional disputes. In the event of any strike, walkout, slowdown, sick-out or other work stoppage or threat thereof against the City, ICEA and its officers will take steps reasonably within their control to end or avert the same.

Those represented by the ICEA 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 ICEA 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 XXXVI - Term

The terms and conditions of this Agreement will be effective August 11, 2013 unless otherwise stated in the Agreement. This Agreement shall remain in full force and effect until August 10, 2015 and shall supersede all other Agreements between the parties.

Article XXXVII - Association Ratification and City Council Approval

It is the understanding of the City and ICEA that this Agreement shall have no force and effect whatsoever, unless and until adopted and ratified by the ICEA and adopted by Resolution of the City Council of the City of Irvine. Following approval by 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 the 11th day of August 2013.

CITY OF IRVINE

IRVINE CITY EMPLOYEES ASSOCIATION

By Jan Walden
By Jimenez Medina
By _____
By _____
By _____
By _____

By [Signature]
By [Signature]
By _____
By Tim C. George
By _____
By [Signature]
By [Signature]
By [Signature]
By Frank P. Flann
By _____

ATTACHMENT I
 HOURLY CLASSIFICATIONS REPRESENTED BY
 I C E A

<u>POSITION TITLE</u>	<u>PAY GRADE</u>
Accounting Technician	6
Administrative Aide	8
Administrative Secretary	7
Animal Care Center Coordinator	10
Animal Services Officer	7
Aquatics Coordinator	10
Armorer	10
Audio Visual Specialist	7
Building Inspector	10
Civilian Investigator I	8
Civilian Investigator II	9
Code Enforcement Technician	6
Community Services Program Coordinator	10
Community Services Specialist	6
Computer Technician	8
Construction Inspector	10
Deputy City Clerk I	7
Deputy City Clerk II	9
Disability Services Coordinator	10
Duplicating Technician	6
Engineering Aide	6
Engineering Technician	8
Equipment Mechanic	7
Equipment Operator I	7
Equipment Operator II	8
Exhibition Coordinator	10
Facilities Maintenance Specialist	8
Facilities Maintenance Technician	6
Facilities Reservation Coordinator	10
Food Services Specialist	9

Forensic Specialist I	8
Forensic Specialist II	10
Forensic Supervisor	14
GIS Applications Specialist	8
HRIS Specialist	8
Human Resources Specialist	9
Information Specialist	6
Inspector Trainee	8
Landscape Contract Specialist	8
Landscape Maintenance Specialist	8
Landscape Maintenance Technician	6
Lead Accounting Technician	8
Lead Equipment Mechanic	9
Lead Facilities Maintenance Technician	9
Lead Landscape Maintenance Technician	9
Lead Mail Coordinator	7
Lead Permit Specialist	9
Lead Street Maintenance Technician	9
Lead Traffic Systems Specialist	11
License Specialist	6
Mail Coordinator	6
Master Facilities Maintenance Specialist	10
Master Landscape Maintenance Specialist	10
Media Services Specialist	7
Office Specialist	4
Paratransit Driver	4
Permit Specialist I	6
Permit Specialist II	7
Plans Examiner	10
Police Recruit	7
Program Assistant	7
Program Specialist	9
Property & Evidence Specialist I	7
Property & Evidence Specialist II	8
Public Information Specialist	6
Public Safety Assistant	6

Public Safety Dispatcher I	7
Public Safety Dispatcher II	8
Public Safety Lead Records Specialist	8
Public Safety Records Specialist	6
Registered Veterinarian Technician	10
Senior Accounting Technician	7
Senior Animal Care Specialist	6
Senior Animal Services Officer	9
Senior Building Inspector	12
Senior Code Enforcement Inspector	10
Senior Construction Inspector	12
Senior Equipment Mechanic	8
Senior Office Specialist	6
Senior Permit Specialist	8
Senior Public Safety Assistant	8
Senior Vehicle Installation Technician	9
Street Maintenance Specialist	8
Street Maintenance Technician	6
Supervising Public Safety Dispatcher	10
Traffic Systems Analyst	11
Traffic Systems Specialist	10
Traffic Systems Technician	8
Transit Program Dispatcher	8
Vehicle Installation Technician	6
Video Production Specialist	8

ATTACHMENT II

ICEA
Side Letter Agreement to MOU
Contract Period: July 1, 2006 – June 30, 2008
Effective July 1, 2006

DIRECT DEPOSIT

New employees hired into ICEA shall be paid by direct deposit. In exceptional circumstances, as determined on a case by case basis, the City may pay the employee with a regular payroll check.

During the term of the agreement, the City and ICEA will work together to educate employees and promote the use of direct deposit and employee on-line services.

CITY OF IRVINE

By: [Signature]
By: [Signature]
By: Jan Waelder
By: [Signature]
By: [Signature]
By: [Signature]

IRVINE CITY EMPLOYEES
ASSOCIATION

By: [Signature]
By: [Signature]
By: [Signature]
By: [Signature] - OCEA
By: [Signature]
By: [Signature]

ATTACHMENT III

ICEA
Side Letter Agreement to MOU
Contract Period: August 11, 2011 – August 10, 2013
Effective August 11, 2011

COMPENSATION FOR EMPLOYEES ASSIGNED TO CARE FOR ANIMALS AT HOME

Employees covered herein who are assigned to care for animals in their home are entitled to compensation for the off-duty hours spent caring, grooming and feeding their animal. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for off duty caring, grooming and feeding of animals, entitles the parties to agree to a reasonable number of hours per week or per month for the performance of such duties. It is the intent of the parties through the provisions of this agreement to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that this agreement does comply with the requirements of the Fair Labor Standards Act, including, but not limited to Department of Labor regulation 29 CFR section 785.23.

Employees assigned as animal caregivers at home shall be paid \$7.25 per hour for such duties and are not permitted to work more than two (2) hours per week on such duties. The \$7.25 is intended to comply with the federal minimum wage per the FLSA. If that wage increases, the compensation for such duties will increase to match the federal minimum wage. Since such hours are in addition an employees' regular work hours, if such employees exceed the overtime threshold for the week by the performance of the off-duty animal caregiver duties, employees will be paid at 1.5 times the \$7.25 per hour rate, i.e., \$10.875 (up to a maximum of two hours per week) for such duties for a total weekly amount of \$21.75.

1. Only Community Services employees who are regularly assigned to the Irvine Animal Care Center are eligible for this compensation;
2. The Department Director, with the concurrence of the Personnel Officer, will determine which assignments are eligible for this compensation, depending on the frequency and regularity of these duties.

CITY OF IRVINE
ASSOCIATION

IRVINE CITY EMPLOYEES

By: Sary Burton

By: Francis P. Flavin

By: Jan Walden

By: George Blaxin

By: [Signature]

By: [Signature]

By: Jimmy Medina

By: [Signature]

By: _____

By: [Signature]

By: _____

By: [Signature]

[Signature]
[Signature]
[Signature]

ATTACHMENT IV

ICEA
Side Letter Agreement to MOU
Labor Management Group
Contract Period: August 11, 2013 – August 10, 2015

Commencing January 2014, and continuing at least quarterly thereafter, a working group comprised of at least one, but no more than three representatives from each bargaining unit will convene for the purpose of discussing (a) the most appropriate utilization of and relationship between merit increases and Cost of Living Adjustments (COLA); and (b) the elimination of vacation over the cap payments. The objective of this work group is to facilitate an informed discussion of these issues preparatory to addressing these issues in future bargaining for successor Memoranda of Understanding.

CITY OF IRVINE

IRVINE CITY EMPLOYEES
ASSOCIATION

By: Jan Walde
By: Jimenez Medina
By: _____
By: _____
By: _____
By: _____

By: [Signature]
By: [Signature]
By: [Signature]
By: [Signature]
By: [Signature]
By: [Signature]
Frank P. Flann