



AGENDA

Donald P. Wagner
Director

Melissa Fox
Vice Chairwoman

Jeffrey Lalloway
Director

Lynn Schott
Director

Christina Shea
Director

ORANGE COUNTY GREAT PARK BOARD SPECIAL MEETING

**September 26, 2017
3:00 PM**

City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

Speaker's Card/Request to Speak: If you would like to address the Board on a scheduled agenda item – including a Consent Calendar item, a Regular Business item, a Public Hearing item, or Public Comments – please complete the Request to Speak Form. The card is at the table at the entrance to the City Council Chamber. Please identify on the card your name and the item on which you would like to speak and return to the Clerk of the Board. The Request to Speak Form assists the Chair in ensuring that all persons wishing to address the Board are recognized. It also ensures the accurate identification of meeting participants in the Board minutes. Your name will be called at the time the matter is heard by the Board. Board policy is to limit public testimony to up to three minutes per speaker depending on relevant circumstances (unless the time limit is extended by the Chair), which includes the presentation of electronic or audio visual information. Speakers may not yield their time to other persons.

Please take notice that the order of scheduled agenda items below and/or the time they are actually heard, considered and decided may be modified by the Chair or the Board during the course of the meeting, so please stay alert.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

DIRECTOR, OCGP, REPORT

BOARDMEMBER REPORTS

Scan this QR code for an electronic copy of
the Great Park Board staff reports



1. **CONSENT CALENDAR**

All matters listed under Consent Calendar are considered by the Assistant City Manager and the City Manager to be routine and enacted by one roll call vote. There will be no discussion of these items unless members of the Orange County Great Park Board request specific items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Board on items on the Consent Calendar. See information for Speaker's Card/Request to Speak on first page.

1.1 **MINUTES**

ACTION:

Approve the minutes of a special meeting of the Orange County Great Park Board held on September 12, 2017.

1.2 **RESOLUTIONS CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES**

ACTION:

- 1) Recommend the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE ASSOCIATION (IPA), AND SUPERSEDING ALL PREVIOUS IPA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017
- 2) Recommend the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE MANAGEMENT ASSOCIATION (IPMA), AND SUPERSEDING ALL PREVIOUS IPMA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017

2. **BOARD BUSINESS**

2.1 **BUDGET ADJUSTMENT FOR IRVINE RANCH WATER DISTRICT RECLAIMED WATER INFRASTRUCTURE COSTS AT THE GREAT PARK**

ACTION:

- 1) Recommend the City Council authorize a budget adjustment transferring \$5.4 million from the Department of Finance (DOF) Settlement Agreement funds to Capital Improvement Project No. 361732 for reclaimed water infrastructure costs at the Great Park.
- 2) Recommend that the City Council direct that this \$5.4 million in reserved DOF Settlement Agreement Funds be repaid over a ten-year period commencing with receipt of Secondary Maintenance payments.

2.2 CONSIDERATION OF VICE CHAIRWOMAN FOX'S REQUEST FOR A LEASE AGREEMENT WITH THE CALIFORNIA FIRE MUSEUM AND SAFETY LEARNING CENTER FOR FIRE APPARATUS STORAGE AT GREAT PARK HANGAR 295

ACTION:

- 1) Consider Vice Chairwoman Fox's request for a lease with the California Fire Museum and Safety Learning Center for fire apparatus storage in Hangar 295 located on the Cultural Terrace site at the Orange County Great Park.
- 2) If there is Board consensus to support Vice Chairwoman Fox's request, direct City staff to negotiate a lease with the California Fire Museum and Safety Learning Center and return to the Great Park Board for further consideration.
- 3) Direct staff whether such lease terms should attempt to recover some or all of the revenue generated by the existing license.

PUBLIC COMMENTS (Limited to 3 minutes per speaker.)

Any member of the public may address the Board on items within the Orange County Great Park Board's subject matter jurisdiction but which are not listed on this agenda during Public Comments; however, no action may be taken on matters that are not part of the posted agenda. See information for Speaker's Card/Request to Speak on the first page.

ADJOURNMENT

NOTICE TO THE PUBLIC

LIVE BROADCASTING AND REBROADCASTING

Regular Orange County Great Park Board meetings are broadcast live every 4th Tuesday of the month at 2 p.m. and are replayed on Wednesdays at 8 p.m., Thursdays at 10 a.m., and Saturdays at 7 p.m. (in weeks in which there is not a live Orange County Great Park meeting) until the next Orange County Great Park Board meeting. All broadcasts can be viewed on Cox Communications Local Access Channel 30 and U-Verse Channel 99. Orange County Great Park Board meetings are also available via live webcast and at any time for replaying through the City's ICTV webpage at cityofirvine.org/ictv. For more information, please contact the Clerk of the Board/City Clerk's Office at (949) 724-6205.

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the Clerk of the Board and are available for public inspection and copying once the agenda is publicly posted (at least 72 hours prior to a regular Orange County Great Park Board meeting). Staff reports can also be downloaded from the City's website at cityofirvine.org and ocgp.org beginning the Friday prior to the scheduled regular Orange County Great Park Board meeting on the 4th Tuesday of each month.

In addition, meetings can be viewed live at the time posted on the agenda and related staff reports can be opened and viewed simultaneously along with the streaming of the meeting. To view the meeting, go to cityofirvine.org/ictv.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Clerk of the Board/City Clerk staff at (949)724-6205.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Orange County Great Park Board regarding any item on this agenda after the posting of the agenda will be available for public review in the Clerk of the Board/City Clerk's Office, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Clerk of the Board/City Clerk staff at (949)724-6205.

**SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR
DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS**

Media Types and Guidelines

1. Written Materials/Handouts:

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the Orange County Great Park Board. Please provide 15 copies of the information to be submitted and file with the Clerk of the Board at the time of arrival to the meeting. This information will be disseminated to the Orange County Great Park Board at the time testimony is given.

2. Large Displays/Maps/Renderings:

Any member of the public who desires to display freestanding large displays or renderings in conjunction with their public testimony is asked to notify the Clerk of the Board/City Clerk's Office at (949)724-6205 no later than 10 a.m. on the day of the scheduled meeting so that an easel can be made available, if necessary.

3. Electronic Documents/Audio-Visuals:

Any member of the public who desires to display information electronically in conjunction with their public testimony is asked to submit the information to the Public Information Office (PIO) no later than 10 a.m. on the day of the scheduled meeting. To facilitate your request contact the PIO Office at (949)724-6253 or the City Clerk's Office at (949)724-6205.

Information must be provided on CD, DVD, or VHS; or, emailed by 12:00 noon on the day of the scheduled meeting to pio@ci.irvine.ca.us. Members of the public will be asked to provide their name, identify the meeting and the agenda item to be addressed, and a daytime phone number.

The PIO office will notify the person submitting the information as soon as possible prior to the meeting if the information cannot be accessed or if the version provided is incompatible with the City's system. Every effort will be made by City staff to facilitate the presentation.

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

It is the intention of the City of Irvine to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact the Clerk of the Board/City Clerk's Office at (949)724-6205.

Assisted listening devices are available at the meeting for individuals with hearing impairments. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

CHALLENGING BOARD DECISIONS

If a person wishes to challenge the validity or reasonableness of any Board action or decision in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the Orange County Great Park Corporation, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

COMMUNICATION AND ELECTRONIC DEVICES


To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

MEETING SCHEDULE

Regular meetings of the Orange County Great Park Board are held on the fourth Tuesdays of each month at 2 p.m. Agendas are available at the following locations:

- Clerk of the Board/City Clerk's Office
- Police Department
- Front Entrance of City Hall
- University Park Center (Culver/Michelson)
- Walnut Village Center (Culver/Walnut)
- Northwood Town Center (Irvine Blvd./Yale)
- City's web page at cityofirvine.org
- Orange County Great Park's web page at ocgp.org

I hereby certify that the agenda for the Special Orange County Great Park Board meeting was posted in accordance with law in the posting book located in the Public Safety Lobby of City Hall, One Civic Center Plaza, Irvine, California on 9/21/17 by 8:00pm as well as on the City's web page.


Molly McLaughlin, CMC
Secretary/Clerk of the Board


1.1



REQUEST FOR BOARD ACTION

MEETING DATE: SEPTEMBER 26, 2017

TITLE: MINUTES


Secretary / Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes of a special meeting of the Orange County Great Park Board held on September 12, 2017.



MINUTES

ORANGE COUNTY GREAT PARK BOARD SPECIAL MEETING

September 12, 2017
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

A special meeting of the Orange County Great Park Board of Directors was called to order on September 12, 2017 at 5:21 p.m. in the City Council Chamber; Chairman Wagner presiding.

ROLL CALL

Present:	5	Director:	Jeffrey Lalloway
		Director:	Lynn Schott
		Director:	Christina Shea
		Vice Chairwoman:	Melissa Fox
		Chairman:	Donald P. Wagner

3. CONSENT CALENDAR

ACTION: Moved by Director Shea, seconded by Director Lalloway, and unanimously carried to approve Consent Calendar Item 3.2. Consent Calendar Item No. 3.1 was removed for separate discussion.

3.1 MINUTES

This item was removed for separate discussion at the request of Vice Chairwoman Fox, who asked that under Board Business Item 3.1 (Consideration of Vice Chairwoman Fox's request to Grant Land at the Cultural Terrace to Pretend City Children's Museum), that the meeting

minutes of July 25, 2017 reflect that the request was made by Pretend City in order to preserve a \$5 million grant from the County of Orange.

There was no Board discussion.

ACTION: Moved by Vice Chairwoman Fox, seconded by Chairman Wagner, and unanimously carried to:

Approve the minutes of the regular meeting of the Orange County Great Park Board held on July 25, 2017.

As amended to reflect that the request was made by Pretend City in order to preserve a \$5 million commitment from the Children & Families Commission of Orange County to build its permanent museum (Board Business Item No. 3.1 - Consideration of Vice Chairwoman Fox's request to Grant Land at the Cultural Terrace to Pretend City Children's Museum).

3.2 RESOLUTIONS CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED AND NON-REPRESENTED EMPLOYEES

ACTION:

- 1) Recommended the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE ASSOCIATED SUPERVISORY/ADMINISTRATIVE PERSONNEL (ASAP), AND SUPERSEDING ALL PREVIOUS ASAP MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017
- 2) Recommended the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE CITY EMPLOYEES ASSOCIATION (ICEA), AND SUPERSEDING ALL PREVIOUS ICEA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017
- 3) Recommended the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE PROFESSIONAL EMPLOYEES ASSOCIATION (IPEA), AND SUPERSEDING ALL PREVIOUS IPEA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017

- 4) Recommended the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE MANAGEMENT ASSOCIATION (IPMA), AND SUPERSEDING ALL PREVIOUS IPMA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017
- 5) Recommended the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND COMPENSATION POLICY FOR CONFIDENTIAL EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 15-79 EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017
- 6) Recommended the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND COMPENSATION POLICY FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES (EXEMPT) OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 15-80 EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017
- 7) Recommended the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND COMPENSATION POLICY FOR PART-TIME EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 15-81 EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017

ADJOURNMENT

Moved by Vice Chairwoman Fox, seconded by Director Shea, and unanimously carried to adjourn the special meeting at 5:24 p.m.

CHAIRMAN

SECRETARY/CLERK OF THE BOARD

September 26, 2017
DATE

1.2



REQUEST FOR BOARD ACTION

MEETING DATE: SEPTEMBER 26, 2017

TITLE: RESOLUTIONS CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES



Director of Administrative Services



City Manager

RECOMMENDED ACTION

1. Recommend the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE ASSOCIATION (IPA), AND SUPERSEDING ALL PREVIOUS IPA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017
2. Recommend the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE MANAGEMENT ASSOCIATION (IPMA), AND SUPERSEDING ALL PREVIOUS IPMA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017

EXECUTIVE SUMMARY

The negotiation team for the City has reached tentative agreement on the Memorandum of Understanding (MOU) with the Irvine Police Association (IPA). The agreement will be effective August 11, 2017 upon expiration of the previous MOU.

The terms of the new two-year agreement provide for a City contribution toward employee retirement health savings, base salary increases in each year of the contract and an adjustment of the professional development program to allow for the reimbursement of work related equipment purchases under existing financial parameters.

A revised Irvine Police Management Association (IPMA) MOU is being submitted to maintain consistent equipment reimbursement and professional development programs for represented sworn staff.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

The negotiating team for the City and representatives of the IPA bargaining unit reached tentative agreement on terms and conditions of employment. This tentative agreement has been ratified by the bargaining unit membership and an MOU reflecting this agreement is now pending approval by the City Council (Attachment 1).

- The term of the proposed MOU is two years, effective August 11, 2017 through June 30, 2019.
- The agreement provides two percent base salary increases in each of the two years and a City contribution of 1.25 percent of base salary towards a retiree health savings account.
- The agreement includes an adjustment of the professional development program to allow for the reimbursement of work related equipment purchases under existing financial parameters and minor modifications in terminology and procedure that reflect current law and practice.

The tentative agreement with the IPA to allow for the reimbursement of work related equipment purchases was reached subsequent to the September 12, 2017 City Council approval of the IPMA MOU. Given all sworn represented staff have comparable equipment needs, a revised IPMA MOU containing consistent modifications is submitted for City Council consideration (Attachment 2).

ALTERNATIVES CONSIDERED

The City is required by the State's labor-relations law (Meyers-Milias-Brown Act) to meet and confer in good faith with recognized employee organizations. The terms of the proposed MOU reflect an agreement reached by the parties through the meet-and-confer process. The Great Park Board may recommend the City Council not adopt the agreement; however, the tentative agreement reached with IPA representatives is within the parameters set by the City Council and has been ratified by the membership of the IPA.

FINANCIAL IMPACT

There are no additional costs associated with implementation of the recommended action as there are no IPA represented staff allocated to the Great Park for Fiscal Year 2017-18. The recommended action is being submitted for adoption in the event IPA represented staff are allocated to the Great Park in future years.

REPORT PREPARED BY Brian King, Human Resources Manager

ATTACHMENTS:

1. Resolution Adopting IPA MOU
2. Resolution Adopting IPMA MOU

CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE ASSOCIATION (IPA), AND SUPERSEDING ALL PREVIOUS IPA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017

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

WHEREAS, the City and IPA have reached agreement on wages, benefits, hours, and other conditions of employment for the period of August 11, 2017, through June 30, 2019; and

WHEREAS, a previous Memorandum of Understanding between the City of Irvine and the IPA was adopted by the City Council pursuant to Resolution No. 16-45.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE that the 2017-2019 Memorandum of Understanding, attached hereto as Exhibit A, between the City and IPA is approved and adopted. The compensation policy provided for by this resolution shall be operative from and after 12:01 a.m. on the twenty-sixth day of September 2017, unless otherwise stated. All previous resolutions are hereby repealed effective on the operative date of this resolution.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 26th day of September 2017.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 26th day of September 2017.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE



MEMORANDUM OF UNDERSTANDING
BETWEEN
IRVINE POLICE ASSOCIATION
AND
CITY OF IRVINE

AUGUST 11, 2017 to JUNE 30, 2019

EXHIBIT A

IRVINE POLICE ASSOCIATION

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Attachment VII	Clarification of FTO Pay Eligibility

MEMORANDUM OF UNDERSTANDING

BETWEEN

IRVINE POLICE ASSOCIATION

AND

CITY OF IRVINE

AUGUST 11, 2017 to JUNE 30, 2019

PREAMBLE

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

Article 1 – Recognition

The Association is the exclusive representative of the classifications of Police Officer and Police Sergeant. .

Article 2 - City Rights

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

Article 3 - Employee Rights

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

Article 4 - Association Rights

A. Payroll Deductions

The City agrees to continue payroll deductions to Association on behalf of its members for dues, and/or any insurance plan sponsored by the Association, unless authorization to make such deductions is canceled in writing by the individual employees.

B. Release Time for Association Business

In order to allow the Association an opportunity to handle the business affairs of its members including handling of grievances, the City shall, at the beginning of each calendar year, establish the annual time banks specified below for Association use, to be used as authorized by the Association President, as the chief executive officer of the Association, and, in his absence, the Vice President. The Association agrees, however, that the effective operations of the Police Department are not to be adversely affected by the use of the time bank by the Association members. If the Association members' absence does not impact minimum staffing levels, or other vital departmental operations as determined by the Division Commander or the Lieutenant in charge, the employee shall be released without restrictions. It is also understood that time for the annual meet and confer preparation and meetings and/or any special meetings called by the City shall not be charged against the time bank. It is also understood that hours from the time bank will not be carried over from year to year. The time bank will be a maximum of 420 hours per year for all Association business related to this unit of representation as described in Article I.

Article 5 - Grievance Procedure

A. Matters Subject to the Grievance Procedure

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

B. Informal Grievance Adjustment

Whenever possible, an employee who has a complaint should try to solve the problem through informal discussion with his/her immediate supervisor without delay, and in no event later than fourteen (14) calendar days after the event giving rise to the complaint. The immediate supervisor shall make whatever investigation he/she deems necessary and reply within fourteen (14) calendar days.

If the employee is not satisfied with the decision reached through the informal discussion, and/or some other extenuating circumstances exist, he/she may bring the matter to the attention of the next level of authority within fourteen (14) calendar days of such decision. If the employee is still not satisfied with the decision, he/she may file a formal grievance within fourteen (14) calendar days after having received the reply.

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

C. Formal Grievance Procedure

1. First Level

The formal grievance procedure may be followed on matters subject to this procedure only after failure to resolve a problem through informal grievance

adjustment. If, after this discussion, the employee is not in agreement with the decision reached, he/she may, within fourteen (14) calendar days, file a formal grievance in writing to the Police Chief with a copy to the Human Resources Manager, setting forth the section(s) of the MOU or Personnel Rules and Regulations allegedly violated and reciting all the facts and circumstances constituting the claimed violation. The Police Chief shall make whatever investigation he/she deems necessary to allow fair consideration of the situation and shall present a written reply to the employee within (14) calendar days after receipt of the grievance. A copy of the reply shall be forwarded to the Personnel Officer.

2. Second Level

In the event the grievant is not satisfied with the decision at the department director level, the grievant may appeal the decision to the Personnel Officer or his/her designee, within fourteen (14) calendar days of receipt of the decision. This written appeal statement should include a copy of the original grievance, the decision rendered at the previous level, and a clear, concise statement of the reasons for the appeal. The written appeal described herein shall not expand the scope of the formal grievance submitted to the department director. The Personnel Officer or his/her designee shall communicate a decision within fourteen (14) calendar days after receiving the appeal. Either the grievant or the Personnel Officer may request a personal conference within the foregoing limits to discuss the grievance. Either party may have a representative present at such a conference.

3. Third Level

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

a. Advisory Arbitration

If the Association concurs with the employee request for advisory arbitration, the Association shall within twenty-eight (28) calendar days of the Personnel Officer's decision submit a request in writing to the Personnel Officer for advisory arbitration of the dispute and the City

shall comply with the request, except in cases of disputed arbitrability. The Association and the City shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the State Mediation and Conciliation Service to supply a panel of seven (7) names of persons experienced in hearing grievances for cities. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Advisory Arbitrator. The party who strikes first shall be determined by mutual agreement or by flipping a coin.

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

The Advisory Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues alleged in the grievance that were submitted to advisory arbitration. If the parties cannot agree upon the issues for the arbitrator to decide the arbitrator shall determine the issue(s) to be decided. In cases where the City contends that the grievance submitted is not arbitrable, the Advisory Arbitrator shall rule on the arbitrability of the issues.

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

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

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

Said decision of the City Manager shall be provided to all parties within thirty (30) calendar days of his/her receipt of the Advisory Arbitrator's findings and recommendations.

b. City Manager Review

If the Association does not concur with the employee request for advisory arbitration, the employee, within thirty-five (35) calendar days of the Personnel Officer's decision, may request and shall be granted a hearing by the City Manager which will be closed to the public but open to all parties at interest for final resolution of the grievance.

In instances where the City Manager hears a grievance he/she shall conduct such hearings, which will be closed to the public but open to all parties in interest as he/she may deem necessary and shall render a final and binding decision within thirty (30) calendar days following the conclusion of the hearing.

D. General Conditions

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

6. If management fails to respond within any of the time limit specified in this policy, the employee may proceed to the next level as if management responded on the last day possible.
7. An extension of the time limits specified in this process may be provided when mutually agreed upon by all parties concerned.

Article 6 - Disciplinary Action

A. Disciplinary Authority

The department director shall have the right, for reasonable cause, to demote, dismiss, reduce in pay or suspend without pay for up to thirty (30) calendar days any regular member of unit. In addition, certain discipline is subject to the process provided for in Attachment VIII to this MOU in accordance with Government Code section 3304.5.

B. Discipline Procedure

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

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

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

employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.

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

The City shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action. The provisions of this Article shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions.

C. Appeal

1. Right of Appeal

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

2. Appeal Procedure

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

3. Hearing Procedure

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

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

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

d. Each side will be permitted an opening statement and closing argument. The department director shall first present his/her witnesses and evidence to sustain the charges and the employee will then present his/her witnesses and evidence in defense.

e. Each side will be allowed to examine and cross-examine witnesses.

f. Both the department director and the employee or their respective designees may be represented by legal counsel.

g. The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.

h. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.

i. The Hearing Officer shall prepare a recommended decision and forward it to the City Manager after the matter of appeal was taken under submission by the Hearing Officer. The recommended decision shall set forth which charges the Hearing Officer sustains or does not sustain and the reasons therefore.

j. After receiving the recommendation of the Hearing Officer, the City Manager may sustain or reject any or all of the charges

filed against the employee. He/she may sustain, reject or modify the disciplinary action invoked against the employee.

k. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay for necessary costs.

D. Dismissal

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

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

Article 7 - Existing Conditions of Employment

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

Article 8 – Wages

Salary Adjustments

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

by this Agreement shall be as set forth in the Schematic Arrangement of Class Titles and salary ranges as shown on Attachment III.

Effective the pay period that includes September 1, 2017, the base salary of the employees in this bargaining unit shall be increased by two percent (2.0%).

Effective the pay period that includes July 1, 2018, the base salary of the employees in this bargaining unit shall be increased by two percent (2.0%).

Article 9 – Overtime

A. General Overtime

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

Unit members shall be paid for all hours worked. Unit members record hours worked in fifteen minute increments of time. When an employee works less than eight minutes into the next pay increment, the time should round down to zero. When an employee works eight minutes or more into the next payroll increment, the time rounds up to fifteen minutes.

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

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

B. Special Events

It shall be the responsibility of the "Assigned Lieutenant" to monitor the application of the special events policy, and he has the authority to adjust elements of this policy as circumstances/events necessitate.

Police Officers and Sergeants, who work special events shall be compensated according to the general overtime provisions noted in Article IX, Section A.

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

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

- a. When possible, special event overtime rosters will be posted a minimum of ten (10) calendar days prior to the event;
- b. To assure fairness in availability of special events overtime, the Coordinator shall use a system for alternating routine sign-up lists to—a supervisor in charge of individual patrol shifts or specialty areas. In all cases, the list may be rotated among on duty personnel within that section receiving first priority, but must be placed in the special events schedule book by the end of the first day after the list is furnished. During this period, the shift or specialty supervisor or his/her designee may make an attempt to contact both on and off duty personnel assigned to that shift/area to determine their desire to work the assignment. The shift or

specialty supervisor or designee may sign the name of the person contacted on the sign-up list, and initial same.

- c. At the top of each overtime roster, a "posting date" and an "open date" will be listed.
- d. During the first three (3) calendar days a roster is posted, on which there are two scheduled events an individual will be limited to one sign-up per roster list. On rosters containing more than two scheduled events, an individual will be limited to a maximum of two sign-ups per list.
- e. Commencing on the fourth (4th) calendar day, (open day), there will be no limit on the number of times an individual may sign up;
- f. Last minute events (within five (5) calendar days of the event) will be posted on a separate list and placed directly in the Special Events Schedule Book by the Coordinator for immediate filling.
- g. Violations of any provision of this process may result in restriction of working Special Events as follows: 1st violation - 30 calendar days; 2nd violation - 60 calendar days; 3rd violation - remainder of the calendar year.
- h. Each time an individual signs a slot on the special event overtime roster he/she will place the date adjacent to his/her name;
- i. Individuals may sign up for themselves only and shall not remove their name from an overtime roster without approval of a supervisor who must initial the change.
- j. Special events overtime roster sign-ups will be limited to full-time sworn personnel with the following exceptions:

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

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

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

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

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

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

C. Compensation for Court Stand-by and Appearance Time

1. Standby Time

Any off duty employee required to be on call to promptly respond for court appearance, will receive a sum equivalent to two hours of regular salary at his/her

base hourly rate. In the event that a morning on-call status continues beyond the court's noon recess, the employee will receive an additional sum equal to two hours at his/her hourly base rate. If the employee is not placed off-call 48 hours prior to 0900 the morning of the subpoena appearance date, the employee will receive two (2) hours of standby time.

2. Court Appearance Time

Any employee who is off duty and is required to appear in court will receive premium overtime compensation at a time and one-half for the actual hours required for the court appearance with a minimum of two (2) hours. When such court appearance requires the employee to be in attendance before and after the court lunch recess, such lunchtime will be included in determining the employee's court overtime pay.

An employee who is on call for a morning session and is called in to appear for that same morning session shall be paid for the time of the actual appearance at his/her overtime rate with a minimum of two (2) hours. If an employee is on-call for a morning session and is subsequently called in to appear that afternoon, that employee shall be paid standby pay for the morning (two (2) hours at his/her base hourly rate) and court appearance pay for the afternoon (time for the actual call with a minimum of two (2) hours).

3. DMV Hearings

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

D. Firearms Qualification Compensation

Police Officers and Sergeants assigned to shifts that do not overlap normal shooting range hours shall be eligible for overtime compensation of time and one-half for actual hours spent qualifying at the range. It is expressly understood that Officers will be

required to qualify at the discretion of the City, but that such requirement will be no less than every other month.

E. Call-Back Pay

Employees called into work will be compensated from the time of the call until they are released by their supervisor after their work is completed but will be provided a minimum of two hours premium overtime compensation. Such employees do not receive pay after completing their work assignment (i.e., they do not receive pay for traveling away from the City).

Article 10 – Benefits

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

Medical

One (1) indemnity medical plan

Two (2) health maintenance organizations (HMO)

Dental

One (1) dental HMO (Guardian)

One (1) group dental PPO (Guardian)

Vision

One (1) vision care plan

- B. The total cost to the City for medical, dental, and vision insurance shall not exceed the following per month:

Employee Only	\$694.04
Employee Plus One	\$754.04
Family	\$1064.31

The medical tier that the employee selects will drive the insurance cap that is applied to the employee's health benefit selections. To the extent provided by the Internal

Revenue Code, any premiums paid by an employee through payroll deductions for insurance coverage described herein shall continue to be paid with pre-tax dollars.

- C. Employees have the option of enrolling themselves and/or their dependents into a no-cost medical plan rather than being subject to the cap as set forth in Article X, item B, above. Under the no-cost plan, the City will provide any HMO Medical Plan and any HMO Dental Plan offered by the City, as described in Article X, item A, above. Under this option, employees may choose to upgrade from the HMO Dental Plan to the PPO Dental Plan, however the employee will be required to pay the difference in premium between the HMO Dental Plan and the PPO Dental Plan.

Effective January 1, 2015, any increase in the cost of the HMO Medical Plans over the costs in effect December 31, 2014 will be borne as follows: The City will pay 95% of the increased cost, and employees enrolled in HMO Medical Plans will pay the remaining 5% of cost increases in annual premiums. Each year thereafter, the amount paid by employees in prior years will be added to that portion of the increase (five percent 5%) the employees will pay in the current year.

- D. Affordable Care Act Reopener

The City may reopen the MOU on the issue of health insurance solely for the purpose of discussing potential penalties or taxes under the Affordable Care Act. The City shall make no changes to health insurance benefits or City contributions toward health insurance benefits under the reopener, absent mutual agreement between the City and IPA.

- E. Employees not claiming dependents on their medical, dental, psychological, and vision plans shall receive \$150 per month. The stipend may be taken as taxable cash.

Employees who are able to demonstrate to the City's satisfaction that they have minimum essential coverage as defined by the Affordable Care Act, (through another source other than coverage in the individual market, whether or not obtained through Covered California) may opt out of participation in the City's health plan.

- F. Employees covered by this Agreement who are over the age of 40 will be required to submit to a "City of Irvine Cardiovascular Health and Wellness Physical Exam" once

every two years unless the employee has received a comparable physical exam within the prior twelve months as described in Attachment VI.

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

G. Citywide Insurance Committee

The Citywide Insurance Committee shall be composed of one representative from each of the following: Irvine Police Association (IPA), Irvine Police Management Association (IPMA), Irvine Professional Employees Association (IPEA), Irvine City Employees Association (ICEA), Supervisory/Administrative employees (ASAP), Management employees, Confidential employees, and the Manager of Human Resources who shall be the Chairperson of the Committee.

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

H. Disability Insurance

1. The City shall provide major disability coverage with benefits at 66- 2/3% of the employee's monthly earnings.
2. Pursuant to the City of Irvine Personnel Rules and Procedures, Article 14, Section 5, the City shall continue to pay for the health and dental benefits for the first six months for the employee out on long-term disability.

I. Life Insurance

Employees covered by this Agreement shall be provided a life insurance plan in the amount of \$65,000. Effective January 1, 2018: Employees covered by this Agreement shall be provided a life insurance plan in the amount equal to an employee's annual base salary, excluding overtime, rounded to the nearest \$1000.

J. Flexible Benefits

The City has implemented a Flexible Spending Account (IRS Code Section 125) to provide employees a mechanism by which they may reduce their salary and pay for eligible expenses with pre-tax dollars.

Article 11 - Retirement Plan

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

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

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

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

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

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

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

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

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

benefit, the obligation to pay such increased costs shall be subject to the meet and confer process.

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

- a. In addition to base pay and the Professional Achievement bonus, base compensation upon which retirement benefits and contributions are calculated will include any other Special Assignment pay identified in this Memorandum of Understanding, Article 15 – SPECIAL ASSIGNMENT COMPENSATION.

Employees enrolled in the City Plan shall contribute 12% of pensionable base compensation as the Mandatory Employee Contribution.

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

2. Purchase of Service Credits

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

3. Retirement Plan Governance

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

4. Participation

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

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

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

- 3% @ 50 Full Formula for Local Police Safety Members (Cal. Govt. Code Section 21362.2)
- One Year Final Compensation (Cal. Govt. Code Section 20042)
- Military Service Credit as Public Service (Govt. Code Section 21024), in which the employee pays the entire cost
- Post Retirement Survivor Allowance (Cal Govt. Code Sections 21624, 21626 & 21628)
- Improved Non-Industrial Disability Allowance (Cal. Govt. Code Section 21427)
- 4th Level 1959 Survivor Benefits (Govt. Code Section 21574).

All employees hired on or after the effective date of the CalPERS contract (February 5, 2002) shall become members of the CalPERS Retirement Program. All employees of the Association shall be members of CalPERS, unless they elected to stay in the Sworn Employees Retirement Plan referenced in Article XI, Section A through the irrevocable election process. All Association members covered by CalPERS shall no longer be entitled to any benefits past or future, provided under the Sworn Employees Retirement Plan referenced in Article XI, Section A.

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

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

3. Member Contributions:

- a. All "New Members" hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.
- b. For employees who are members of the City's 3% at 50 CalPERS plan, the full nine percent (9%) member contribution will be paid by the member, through pre-tax payroll deduction. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

4. Cost Sharing:

All unit members enrolled in CalPERS who are not new members under PEPRA shall contribute an amount through payroll deductions equal to an additional three percent (3.0%) of compensation earnable as cost sharing of the City's required contribution to CalPERS under Government code section 20516(f). These cost sharing deductions shall be made on a pre-tax basis to the extent allowed under applicable law. These employees are responsible for paying an additional pension contribution of three percent (3%) as cost sharing in accordance with Government Code section 20516(f), for a total employee pension contribution of twelve percent (12%). Effective January 1, 2018, to the extent permitted by law, the parties agree that this additional three percent (3%) shall be considered member contribution per Government Code section 20516.5. However, the City shall be under no obligation to amend its contract with CalPERS in order to ensure that the three percent (3%) is treated as employee contribution. Uniform Evaluation

Sworn officer uniforms will be valued annually and shall be expensed for CalPERS purposes (except for "new members" as defined by PEPRA) on a bi-weekly basis. The uniform valuation amount is \$25.47 per pay period.

C. Retiree Health Benefits:

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

Effective the pay period including September 1, 2017,

1. The City shall contribute on behalf of each employee, an amount equal to 1.25% of each employee's base salary to the IPA IEFT. This is in addition to the employee contribution above.

D. Extension of Health Insurance Beyond Retirement

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

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

Article 12 – Leaves

A. Vacation

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

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

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

<u>Years of Service</u>	<u>Annual Vacation Credits</u>	<u>Maximum Accrual</u>
1 through 3	120 hours	200 hours
after 3 through 10	160 hours	240 hours
after 10 or more	200 hours	280 hours

“Years of Service” is defined as consecutive, full-time service with the City of Irvine. When an employee earns vacation in excess of the cap on accrual, the employee shall be paid for the vacation during the pay period earned and at the employee’s base rate of pay. The times during a calendar year at which an employee may take his/her vacation shall be determined by the department director with due regard for the wishes of the employee and particular regard for the needs of the City.

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

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination. Accrued vacation will be cashed out at the final rate of pay, which is base rate plus the following incentive pays to the extent that an employee qualifies for the particular incentive pay:

- a. Firearms qualification compensation;
- b. Intermediate P.O.S.T. Certificate;
- c. Advanced P.O.S.T. Certificate;
- d. Supervisor’s P.O.S.T. Certificate;
- e. Investigation pay;
- f. Motorcycle and Traffic Detail pay;
- g. Special operation’s pay;
- h. Field training pay

B. Vacation Buyback

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in eight hour increments) which will be earned in the following calendar year at the employee’s base rate of pay. By Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee’s vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

C. Personal Sick Leave

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

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

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

D. Personal Sick Leave Conversion

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

2. For those employees who separate from the City for any reason other than discipline, sick leave will be converted to cash based on the conversion rate chart below. For employees with less than 15 years of consecutive full-time service, the sick leave will be converted to a cash payout based on the conversion rate below. For employees with 15 or more years of consecutive full-time service, 100% of the converted value will be contributed to the Retiree

Health Savings (RHS) account. (Involuntary medical separation is not considered separation due to discipline).

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

Sick leave conversion rate upon retirement shall be as follows:

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

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

E. Personal Leave

1. Effective the pay period that includes January 1st of each year, regular and probationary employees will receive a Personal Leave benefit of seventy-two (72) hours per year. Such hours shall not be carried over from year to year. This leave has no cash value and cannot be cashed out. If, at the end of the calendar year, the employee has any of this leave on the books, with the pay period including January 1, he/she will be provided with whatever amount of leave is necessary to bring his/her bank up to 72 hours. Regular and probationary employees who commence employment with the City or return from an unpaid leave of absence from the City after January 1 will receive twenty-four (24) hours less Personal Leave for every four (4) months the employee is not on paid status with the City.
2. The Personal Leave benefit may be used by the employee to conduct personal business. The employee shall notify his/her immediate or designated

supervisor of the use of a Personal Leave day at least 48 hours in advance unless circumstances beyond the employee's control prevent such notification.

F. Bereavement Leave

Employees shall receive up to forty (40) hours per calendar year for absence necessitated by the death of immediate family members. Employees, who commence employment with the City or return from an unpaid leave of absence from the City after January 1, will receive eight (8) hours less Bereavement Leave for every three (3) months the employee is not on paid status with the City. The immediate family shall be defined as the spouse, registered domestic partner, children, parents, brothers, sisters, grandparents, parents-in-law, grandparents in law or other individuals whose relationship to the employee is that of a dependent or a domestic partner as defined by California Family Code section 297, or a person who stood *in loco parentis* (in place of a parent) to the employee..

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

G. Parenthood Leave

A regular employee may be granted a temporary parenthood leave of absence without pay upon approval from the City Manager not to exceed 180 calendar days per year upon presentation of evidence to his/her department director of the birth or adoption of the employee's child. Any such leave will run concurrently with parenthood leave as provided for under the FMLA and CFRA.

H. Jury Duty

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

as a part of the total remuneration.

I. Military Leave

An employee shall be entitled to such benefits as are provided by law. An employee requesting such military leave shall present a copy of her/his military orders to her/his department director prior to the beginning of the leave.

J. Industrial Accident Leave

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

In such case of injury or disease arising out of or during the course of employment and is compensable under State law and is considered temporarily disabled and not permanent and stationary, the employee shall receive the difference between any Workers'

Compensation payments and her/his regular salary for a maximum of twelve (12) calendar months.

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

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

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

Article 13 - Holidays and Holiday Pay

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

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

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

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

Employees required to work without regard to Holidays, shall receive a total of 110 hours Holiday compensation each calendar year for all recognized Holiday's listed in this Article. Holiday compensation shall be paid in the pay period of the recognized Holiday. All Holiday compensation will be paid at an employee's

hourly base salary or at one and one-half times his/her base rate as described below in this Article:

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

Employees who do not work on a holiday shall receive pay for such holidays in an amount equal to their base hourly rate of pay times ten (10) hours provided they are in a paid status for all or a portion of both the regularly scheduled workday immediately prior to the holiday and the regularly scheduled workday immediately after the holiday. An employee who is either on his/her regularly scheduled days off or who has been assigned the day off on any City holiday will receive the ten (10) hours Holiday Pay, plus time and one-half for any hours actually worked. To the extent the City is permitted by Title 2 California Code of Regulations, section 571(a)(5) to report holiday compensation to CalPERS it will do so. As provided herein, paid status shall include any lawful absence by the employee for sick leave, family sick leave, personal leave, holiday, vacation, and any other paid leave of absence or time taken for compensatory time off.

An employee on a 3/12.5 shift who is assigned to work a holiday but approved or scheduled to take the day off will have the option of using two and one-half (2 ½) hours of accrued time or increasing his or her additional ten (10) hour work day as referenced in Article XIX - Hours of Work to a twelve and one-half (12½) hour work day in the twenty-eight (28) day period. If the employee is assigned to work but approved or scheduled to take the day off on two holidays that fall within the same twenty-eight (28) day period, and the employee opts not to use accrued time for either, the

employee will be scheduled to work an additional (5) hour shift along with the ten (10) hour day in the twenty-eight (28) day period.

Article 14 - Police Professional Achievement Program

1.

- A. Any Police Officer who receives an Intermediate P.O.S.T. certificate shall be paid an amount equal to five percent (5%) of base salary.

A Police Officer who receives an Advanced P.O.S.T. certificate shall be paid an amount equal to ten percent (10%) of the sum of base salary plus five percent (5%) for intermediate P.O.S.T., in addition to the five percent (5%) already received for the Intermediate P.O.S.T. Certificate. The compounded effect of having an Intermediate and Advanced POST Certification results in the employee receiving 15.5% of base salary.

- B. Any Sergeant who receives an Advanced P.O.S.T. certificate shall be paid an amount equal to ten percent (10%) of base salary. Upon completion of a P.O.S.T. Supervisor's Course or another similar and appropriate course approved by management, the amount received for Advanced P.O.S.T. shall be increased by an additional five percent (5%) of base salary over that amount. This benefit shall cease if a Sergeant is not eligible and/or does not apply for his/her P.O.S.T. Supervisor Certificate within two years of being promoted.

- C. All pay received under this Article after the Intermediate P.O.S.T. Certificate pay, shall be calculated on a base that includes all other pays received under this Article.

The parties agree that to the extent permitted by CalPERS or law the City will report this pay to CalPERS as Peace Officer Standards and Training Certificate Pay in accordance with Title 2 CCR Section 571(a)(2).

Article 15 - Special Assignment Compensation

A. Investigation

Police Officers and Police Sergeants (including Traffic Sergeants on-call) regularly assigned to activities involving generalized investigation, intelligence investigation, narcotics investigation, and/or traffic investigation shall receive pay over and above base salary during the period of such assignment. It is expressly understood that such individuals will from time-to-time be on an on-call status and will not be entitled to any additional compensation for such on-call status. The monthly Special Assignment Compensation pay for Investigations is as follows:

Police Officers	\$275
Police Sergeants	\$325

The parties agree that to the extent permitted by CalPERS or law the City will report this pay to CalPERS as Police Investigator Premium in accordance with Title 2 CCR Section 571(a)(4).

B. Office of Professional Development

Employees assigned per the rotation plan to the Office of Professional Development shall receive

Police Officers	\$275
Police Sergeants	\$325

The parties agree that to the extent permitted by CalPERS or law the City will report this pay to CalPERS as Police Administrative Officer Pay in accordance with Title 2 CCR Section 571(a)(4).

C. Traffic Detail

1. Pay For Traffic Detail on a Motorcycle

Employees assigned to Traffic Detail who are assigned to motorcycle duty shall be paid an additional special assignment compensation of \$220 per month. This pay is for the duties that employees perform on-duty. The parties agree that employees assigned to motorcycle duty have no responsibility to care for their assigned

motorcycle off-duty. While such employees do take their assigned motorcycle home, once off-duty, employees are neither expected nor permitted to perform any work (e.g., maintenance) related to their motorcycle.

The parties agree that to the extent permitted by CalPERS or law the City will report this pay to CalPERS as Traffic Detail Premium in accordance with Title 2 CCR Section 571(a)(4).

2. Pay For Traffic Detail in a Car

Employees assigned to the Traffic Division who are assigned a car shall be paid an additional special assignment compensation of \$220 per month. This pay is to compensate employees for their on-duty direction of traffic. In advance of any recruitment for Traffic Enforcement Officer, Management reserves the right to determine whether or not the recruitment will permit applicants to choose to perform the duties of this position on a motorcycle or in a police car. Officers selected to Area Traffic Officer duties will work in a car. Uniformed Traffic Officers who work in cars will not be assigned take-home vehicles.

The parties agree that to the extent permitted by CalPERS or law the City will report this pay to CalPERS as Traffic Detail Premium in accordance with Title 2 CCR Section 571(a)(4).

D. City Vehicle Usage

Certain special assignments (such as investigations, special investigations, traffic detectives, etc.) have historically taken a city owned vehicle (vehicles that are assigned for investigations usage) home during off duty hours, only while in an on-call capacity. On-call employees assigned a City vehicle carry with them special equipment to specifically deal with afterhours emergencies. By having the equipment with them in their vehicle, the employee can respond directly to an after-hours emergency rather than drive to the Department, pick up a vehicle and necessary equipment, and then respond. The ability for an immediate response meets the public's expectations of ensuring their safety and reducing any further risk to the community or significant investigations, by a delayed response. Additionally, employees who use a City vehicle and who are subject to call often leave their

personal vehicle at work limiting the ability to use their personal vehicles for conducting personal business.

Government codes and existing City policy allow the incidental and minimal personal use of City vehicles. While in an on-call capacity, reasonable transport of a family member(s), or other person(s) who is not an employee of the City, that is minimal in nature and consistent with legal restrictions, is authorized, allowing on-call employees to immediately respond to afterhours emergencies ensuring the safety of, and reducing any further risk to, the community.

The parties agree that use of City vehicles for personal use remains within the discretion of the Chief of Police and can be modified or eliminated by giving ten (10) days' notice.

E. SWAT

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

Police Officers	\$115
Police Sergeants	\$135

The parties agree that to the extent permitted by CalPERS or law the City will report this pay to CalPERS as Hazard Premium in accordance with Title 2 CCR Section 571(a)(4).

F. Field Training Officers

To recognize the extra responsibility and personal commitment involved in the FTO Program, Police Officers serving as Field Training Officers shall receive pay over their base salary during the period of such assignment. The monthly Special Assignment

Compensation pay for Field Training Officers shall be six percent (6%) of the employee's base rate of pay.

1. Each FTO assignment will be reviewed by the Operations Support Lieutenant every six months. At that time, the Operations Support Lieutenant will review the performance and contributions of each officer and either retain the officer or remove him/her from the program.
2. Each FTO will be expected to maintain a minimum of an overall competent rating on their performance appraisals
3. The duties and responsibilities for FTO's will be as determined appropriate by the Operations Support Lieutenant.
4. Specific criteria and/or testing and selection methods would be established by the Operations Support Lieutenant and approved by the Deputy Chief or designee.
5. Once each calendar year during the month of January, the Operations Support Lieutenant will review projected needs and determine the number of FTOs to be retained through December 31 of each year.
5. The parties agree that to the extent permitted by CalPERS or law the City will report this pay to CalPERS as Training Premium in accordance with Title 2 CCR Section 571(a)(4).

G. Bilingual Pay

The Police Chief shall designate which positions shall be assigned bilingual duties and which languages shall be eligible for bilingual pay. Qualified employees who meet the following criteria shall receive an additional \$115.00 per month, while serving in such position and utilizing such designated second language(s).

1. An employee must be assigned to speak or translate a language in addition to English as part of their position responsibilities. This includes such specialized communication skills as sign language.

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

The parties agree that to the extent permitted by CalPERS or law the City will report this pay to CalPERS as Bilingual Premium in accordance with Title 2 CCR Section 571(a)(4).

H. Canine

1. FLSA Standard

Employees who are assigned to the canine officer detail are entitled to compensation for the off-duty hours spent caring, grooming, feeding and training their canine and maintaining their canine vehicle/unit. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for off-duty canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of such duties. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of such off-duty canine

duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act. Compensation for off-duty canine duties shall not be considered or reported as compensation earnable for Canine Pay.

In negotiating this MOU, the City requested that the Association conduct an actual inquiry of the hours which employees assigned to Canine duties perform each month to ensure compliance with the FLSA and in particular the case of *Leever v. City of Carson City* (9th Cir. 2004). The Association advised the City that the inquiry revealed that the hours to which the parties have agreed – (ten hours per month) accurately describes the time such employees are performing such duties each month.

For this off-duty time, these employees will be paid \$15.00 per hour for ten hours per month - \$150.00 per month. The parties acknowledge that since employees in this unit are subject to the 28-day FLSA work period and these ten hours do not cause the employee to have regularly scheduled overtime per that work period (which as an overtime threshold of 171 hours), these hours can be paid at base rate. This pay for off-duty time is not reportable to CalPERS.

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

2. Pay for Canine Officers

Canine officers will receive compensation of 6.95% of their base salary per month for being assigned as a Canine Officer.

The parties agree that to the extent permitted by CalPERS or law the City will report this pay to CalPERS as Canine Officer/Animal Premium in accordance with Title 2 CCR Section 571(a)(4).

I. Mounted Unit

Employees assigned to the Mounted Unit shall receive no special compensation for such assignment. Any benefits associated with being in the Mounted unit shall be pursuant to Policy 2.03.06, (current number of policy) which is incorporated herein by reference.

Article 16 - Plain Clothes Assignments

Employees working in plain clothes special assignments may receive (with the provision of receipts) up to \$300 per calendar year in reimbursement for clothing costs and work related equipment.

Article 17 - Compensatory Time Off

A. Accrual of Compensatory Time Off (CTO)

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

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours (in ten (10) hour increments) of accrued compensatory time off which will be earned in the following calendar year. By Thanksgiving in the following year, the employee will receive cash for the amount of compensatory time off the employee irrevocably elected to cash out in the prior year. However, if the employee's compensatory time off leave balance is less than the amount the employee elected to cash out (in the

prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

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

1. Holidays pursuant to Article XIV
2. Supervisor approved report writing and/or investigative follow-up at the end of the shift
3. Draft fills (unplanned shift vacancies that necessitate a non-voluntary fill to meet minimum staffing requirements)
4. Required attendance at meetings and court appearance time.
5. Shift fills which are requested within 24 hours notice.
6. When an employee is held over while at work.

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

B. Utilization of Compensatory Time Off (CTO)

1. Employee requests to use accrued CTO shall be granted provided employee submits the request to the affected shift supervisor at least seven (7) calendar days in advance, and has arranged for a fill; unless the employee's absence impacts vital departmental operations as determined by the Division Commander or the Lieutenant in charge.

2. Employees shall not be required to disclose the reason or purpose for taking CTO, except in emergencies and/or requests for less than one (1) hour.

Article 18 - Hours of Work

The 4-10 work schedule shall be ten (10) consecutive hours of work per day including briefing and lunch, for four (4) consecutive days during a one week period. The 3-12.5 work schedule shall be twelve and one-half (12-1/2) consecutive hours of work per day including briefing and lunch, for three (3) consecutive days during each one-week period, with an additional ten (10) consecutive hour work day in each twenty-eight (28) day work period. Management will determine shift starting times and shift configuration.

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

Article 19 - Education Reimbursement/Professional Development

Regular employees (i.e., those who have initial hire passed probation) shall be eligible for reimbursement of approved professional development and education expenses, including tuition, books, laboratory fees and parking fees to a maximum of \$1,300 per calendar year, as set forth in City policy. Funds not used during the previous calendar year may be carried over for a period of time not to exceed one additional year. Carried-over funds may be used exclusively for education reimbursement. \$350 of the above allocations may be used for certified wellness programs in accordance with Irvine Police Department and City policy; Professional Development funds may also be used for the following if approved in advance of any expenses being incurred by the Police Chief:

1. Membership costs in law enforcement associations;
2. Costs for a law enforcement related course and fees for maintaining a law enforcement-related certification; and
3. To purchase law enforcement related safety equipment. This includes the purchase of a secondary, back-up or off-duty firearm once every five

(5) years to be used for work-related purposes. The firearm purchased must be a department authorized firearm which will be the personal property of the employee. The list of approved equipment will be maintained by the Police Department and is subject to approval by the Police Chief.

Article 20 - Promotional Procedures

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

Article 21 - City Manager's Award for Employee Achievement

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

Article 22 - Completion of Meet and Confer Process

Each of the parties hereto agrees that it has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meet-and-confer in accordance with State laws and local ordinances and regulations. Except as otherwise provided herein during the term of this MOU, the parties expressly waive and relinquish the right to meet and confer except by their mutual consent with respect to any subject or matter, whether referred to or covered by this MOU or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City and Association at the time they met and conferred or executed this MOU, and even though subjects or matters were proposed and later withdrawn. The express provisions of this MOU constitute the only limitations upon the City's rights to determine, implement, supplement, change, modify, or

discontinue in whole or in part any term or condition of employment the City deems fit and appropriate, provided, however, that the City shall comply with all federal and State laws relating to employee rights, opportunities, and benefits, except for the requirement to meet and confer with regard to such change, alterations, modifications, or exercise of the reserve powers of this MOU, which right has been expressly waived by the Association.

Article 23 - Concerted Activities

Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association hereby agrees that during the term of this MOU , 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 MOU; disputes which are specifically not subjects of this MOU; disputes between the City and other employee organizations, persons or employees; jurisdictional disputes. In the event of any strike, walkout, slowdown, sick-out or other work stoppage or threat thereof against the City, the Association and its officers will take all steps reasonably within their control to end or avert the same.

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

Article 24 – Term

The terms and conditions of the MOU will be effective the date of City Council approval of the Agreement unless otherwise stated in the MOU. The Agreement shall remain in force and effect until June 30, 2019, and supersedes all other agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 11th day of August, 2017.

CITY OF IRVINE

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IRVINE POLICE ASSOCIATION

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ATTACHMENT I

VERIZON WIRELESS STAFFING MATRIX

I. Irvine Meadows

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

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

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

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

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

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

*Event coordinator is included under supervisor category.

ATTACHMENT II

PERFORMANCE EVALUATION SYSTEM

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

SEC. 1 "Performance Evaluation:"

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

SEC. 2 "Performance Appraisals:"

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

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

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

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

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

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

- Employees whose salary is below the maximum of their salary range, and who receive a “competent” performance review, will be eligible for a 5% base salary adjustment up to the maximum.
- Employees whose salary is below the maximum of their salary range, and who receive an “excellent” performance review, will be eligible for a 6% base salary adjustment up to the maximum.
- Employees whose salary is below the maximum of their salary range, and who receive an “outstanding” performance review, will be eligible for an 8% base salary adjustment up to the maximum.
- Employees whose salary is near the maximum of their salary range, and who receive a “competent” or “excellent” or “outstanding” performance review, will only receive that portion of the pay increase which increases their base pay up to the maximum of the salary range.
- Employees who receive a “needs improvement” performance review are not eligible for any salary increase.
- Employees whose salary is at the maximum of their salary range are not eligible for any salary increase.
- The dates for performance reviews and eligibility for merit pay adjustments will be adjusted for unpaid leaves of absence in excess of thirty (30) days.

ATTACHMENT III
IRVINE POLICE ASSOCIATION

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

EFFECTIVE SEPTEMBER 1, 2017

<u>CLASS TITLE</u>	<u>APPROXIMATE HOURLY RATE</u>	<u>APPROXIMATE MONTHLY EQUIVALENT</u>	<u>APPROXIMATE ANNUAL RATE</u>
Police Officer	\$37.49-51.87	\$6,498-8,991	\$77,979–107,890
Police Sergeant	\$46.97-65.58	\$8,141-11,367	\$97,698–136,406

EFFECTIVE JULY 1, 2018

<u>CLASS TITLE</u>	<u>APPROXIMATE HOURLY RATE</u>	<u>APPROXIMATE MONTHLY EQUIVALENT</u>	<u>APPROXIMATE ANNUAL RATE</u>
Police Officer	\$38.24-52.91	\$6,628-9,171	\$79,539–110,053
Police Sergeant	\$47.91-66.89	\$8,304-11,594	\$99,653–139,131

ATTACHMENT IV

IPA RETIREE HEALTH IEBT

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

ATTACHMENT V

ROTATION PLAN

1. PURPOSE:

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

2. PERFORMANCE:

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

3. SERGEANTS:

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

4. OFFICERS:

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

4-Year Assignments

DARE

General Investigations

Mental Health Officer

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

Other Assignments

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

5. EXTENSIONS:

The extension process will be as follows:

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

6. NEW SPECIALTY ASSIGNMENTS:

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

7. RETURN TO PATROL:

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

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

8. SPECIALTY ASSIGNMENT TO SPECIALTY ASSIGNMENT:

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

9. NEWLY CREATED SPECIALTY ASSIGNMENTS:

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

10. SPECIALTY ASSIGNMENT SELECTION PROCESS:

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

11. CHIEF OF POLICE GUIDELINES:

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

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

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

APPLICABILITY OF THE 1998 ROTATION PLAN:

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

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

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

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

ATTACHMENT VI

CARDIOVASCULAR OPTIMUM PERFORMANCE SURVEY

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

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

Contract Proposal For Wellness Program Irvine Police Department

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

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

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

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

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

The program is to be completed within a 2.5 month time frame. Commencement will begin

on 07-29-96.

Payment schedule is designed as follows:

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

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

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

\$300.00 Per Person = \$19,500.00

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

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

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

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

It is understood and agreed upon that the results of the Wellness Program are strictly

confidential and are protected under the doctor-patient privilege. The Public Safety Department and the City of Irvine do not have the right to obtain the results of this program or to use this program to inquire to the fitness of the employee to perform his/her job relative to this program. Any disclosure of results of this program shall be done by the affected employee only.

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

ATTACHMENT VII

IPA SIDE LETTER AGREEMENT TO MOU

ADMINISTRATIVE APPEAL PROCESS

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

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

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

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

1. Right to Administrative Appeal

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

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

2. Notice of Appeal

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

3. Hearing Officer

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

- C. If the Chief of Police initiated, or directly authorized the punitive action being appealed, then the Personnel Officer of the City shall assume the responsibilities otherwise assigned to the Chief of Police under this procedure.

4. Burden of Proof/Persuasion

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

5. Conduct of Hearing

- A. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
- B. The parties may present opening statements.
- C. The parties may present evidence through documents and testimony. Witnesses shall testify under oath. The oath may be administered by the hearing officer.

- D. The parties shall only be entitled to confront and cross-examine witnesses if the punitive action involves charges of misconduct.
- E. Following the presentation of evidence, if any, the parties may submit oral and/or written closing argument for consideration by the hearing officer.

6. Record of Hearing

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

7. Representation

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

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

8. Decision

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

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

The decision shall be served by first class mail, postage pre-paid, upon the officer as well as his/her attorney or representative, shall be accompanied by

an affidavit or certificate of mailing, and shall advise the officer that the time within which judicial review of the decision may be sought is governed by *Code of Civil Procedure* section 1094.6.

CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE AND THE IRVINE POLICE MANAGEMENT ASSOCIATION (IPMA), AND SUPERSEDING ALL PREVIOUS IPMA MEMORANDUMS OF UNDERSTANDING, EFFECTIVE THE PAY PERIOD THAT INCLUDES AUGUST 11, 2017

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

WHEREAS, the City and IPMA have reached agreement on wages, benefits, hours, and other conditions of employment for the period of August 11, 2017, through June 30, 2019; and

WHEREAS, a previous Memorandum of Understanding between the City of Irvine and the IPMA was adopted by the City Council pursuant to Resolution No. 17-61.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE that the 2017-2019 Memorandum of Understanding, attached hereto as Exhibit A, between the City and IPMA is approved and adopted. The compensation policy provided for by this resolution shall be operative from and after 12:01 a.m. on the twenty-sixth day of September 2017, unless otherwise stated. All previous resolutions are hereby repealed effective on the operative date of this resolution.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 26th day of September 2017.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 26th day of September 2017.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE



MEMORANDUM OF UNDERSTANDING
BETWEEN
IRVINE POLICE MANAGEMENT ASSOCIATION
AND
CITY OF IRVINE
AUGUST 11, 2017 – JUNE 30, 2019

EXHIBIT A

IRVINE POLICE MANAGEMENT ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
BETWEEN
IRVINE POLICE MANAGEMENT ASSOCIATION
AND
CITY OF IRVINE

AUGUST 11, 2017 TO JUNE, 2019

PREAMBLE

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

Article 1 – Recognition

The Association is the exclusive representative of the classifications of Police Commander and Police Lieutenant.

Article 2 - City Rights

Except as expressly limited by this MOU or other applicable laws, the City retains the exclusive right (a) to direct employees of the Police Department; (b) to hire, promote, transfer, and assign employees to positions within the Department consistent with applicable classifications; (c) to dismiss employees because of lack of work; (d) to reprimand, demote, suspend or discharge employees; (e) to determine the mission of the Department, its budget, its organization, the number of employees and the methods and technology of performing its work; (f) to take whatever action may be appropriate to carry out its mission in situations of emergency. The parties further understand that all

rights not clearly and expressly limited by this MOU are expressly reserved to the City, even though not enumerated.

Article 3 - Employee Rights

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

Article 4 - Association Rights

- A. Payroll Deductions - The City agrees to continue payroll deductions to Association on behalf of its members for dues, and/or any insurance plan sponsored by the Association, unless authorization to make such deductions is canceled in writing by the individual employees.
- B. Release Time for Association Business - In order to allow the Association an opportunity to handle the business affairs of its members, including handling of grievances, the City shall, at the beginning of each contract year, establish the annual time bank specified below for Association use, to be used as authorized by the Association President, as the chief executive officer of the Association, and, in his absence, the Secretary. The Association agrees, however, that the effective operations of the Police Department are not to be adversely affected by the use of the time bank by the Association members. If the Association members' absence does not impact staffing or other vital departmental operations as determined by the Chief of Police, the employee shall be released without restrictions. It is also understood that time for the annual meet and confer preparation and meetings and/or any special meetings called by the City shall not be charged against the time bank. It is also understood that hours from the time bank will not be carried over from year to year. The time bank will be a maximum of 200 hours per year for all Association business related to the Police Management unit.

Article 5 - Grievance Procedure

A. Matters Subject to the Grievance Procedure

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

B. Informal Grievance Adjustment

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

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

C. Formal Grievance Procedure

1. First Level

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

2. Second Level

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

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

3. Third Level

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

a. Advisory Arbitration

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

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

The Advisory Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues alleged in the grievance that were submitted to advisory arbitration. If the parties cannot agree upon the issues for the arbitrator to decide, the arbitrator shall determine the issue(s) to decide based on the grievance and other evidence submitted by the parties including the responses at the lower

levels. In cases where the City contends that the grievance submitted is not arbitrable, the Advisory Arbitrator shall rule on the arbitrability of the issues.

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

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

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

b. City Manager Review

If the Association does not concur with the employee request for advisory arbitration, the employee, within thirty-five (35) calendar days of the Personnel Officer's decision may request and shall be granted a hearing by the City Manager which will be closed to the public but open to all parties at interest for final resolution of the grievance.

In instances where the City Manager hears a grievance he/she shall conduct such hearings which will be closed to the public but open to all parties in interest as he/she may deem necessary and shall render a

final and binding decision within thirty (30) calendar days following the conclusion of the hearing.

D. General Conditions

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

Article 6 - Disciplinary Action

A. Disciplinary Authority

The department director shall have the right, for reasonable cause, to demote, dismiss, reduce in pay or suspend without pay for up to thirty (30) calendar days any regular member of the unit. An appeal process for "punitive action" other than a demotion, dismissal, reduction in pay or suspension is included as Attachment VIII to this MOU.

B. Discipline Procedure

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

If, the employee elects to respond in person, a meeting shall be scheduled with the department director or designee to whom the employee shall be given the opportunity to respond to the proposed action. Subject to the provisions of Government Code section 3303(i), the employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.

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

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

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

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

C. Appeal

1. Right of Appeal:

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

2. Appeal Procedure:

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

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

3. Hearing Procedure:

- a. The City Manager shall appoint a Hearing Officer to conduct hearings on appealable disciplinary actions imposed pursuant to this Article
- b. Hearings shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence.
- c. The Hearing Officer shall determine the relevancy, weight and credibility of testimony and evidence. The Hearing Officer shall base his/her findings on the preponderance of evidence.
- d. Each side will be permitted an opening statement and closing argument. The department director shall first present his/her witnesses and evidence to sustain the charges, and the employee will then present his/her witnesses and evidence in defense.
- e. Each side will be allowed to examine and cross-examine witnesses.
- f. Both the department director and the employee or their respective designees may be represented by legal counsel.
- g. The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.
- h. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.
- i. The Hearing Officer shall prepare a recommended decision and forward it to the City Manager after the matter of appeal was taken

under submission by the Hearing Officer. The recommended decision shall set forth which charges the Hearing Officer sustains or does not sustain and the reasons therefore.

- j. After receiving the recommendation of the Hearing Officer, the City Manager may sustain or reject any or all of the charges filed against the employee. He/she may sustain, reject or modify the disciplinary action invoked against the employee.
- k. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay for necessary costs.

D. Dismissal:

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

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

Article 7 - Wages

Salary Adjustments

The salary ranges of classifications covered by this Agreement shall be as set forth in the Schematic Arrangement of Class Titles and Salary Ranges as shown on Attachment I.

Effective the pay period that includes September 1, 2017, the base salary of employees in this bargaining unit shall be increased by two percent (2.0%).

Effective the pay period that includes July 1, 2018, the base salary of employees in this bargaining unit shall be increased by percent (2.0%).

Salary Upon Promotion to Lieutenant

When a Sergeant promotes to Lieutenant, the employee's salary on promotion will be calculated as an eight percent (8%) increase over the employee's current base pay plus any P.O.S.T pay per the IPA MOU the employee is earning at the time of promotion, limited to the maximum of the Lieutenant range.

Management Incentive Pay

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

Pay for Performance

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

- Employees whose salary is below the maximum of their salary range, and who receive a "Meets Expectations" performance review, will be eligible for a 3% base salary adjustment up to the maximum.

- Employees whose salary is below the maximum of their salary range, and who receive an “Exceeds Expectations” performance review, will be eligible for a 4.5% base salary adjustment up to the maximum.
- Employees whose salary is below the maximum of their salary range, and who receive an “Outstanding” performance review, will be eligible for a 6% base salary adjustment up to the maximum.
- Employees whose salary is near the maximum of their salary range, and who receive a “Meets Expectations” or “Exceeds Expectations” or “Outstanding” performance review, will only receive that portion of the pay increase which increases their base pay up to the maximum of the salary range.
- Employees who receive a “needs improvement” performance review are not eligible for any salary increase.
- Employees whose salary is at the maximum of their salary range are not eligible for any salary increase.
- The dates for performance reviews and eligibility for merit pay adjustments will be adjusted for unpaid leaves of absence in excess of thirty (30) days.

Article 8 – Bilingual Pay

The Chief of Police shall designate which positions shall be assigned bilingual duties and which languages shall be eligible for bilingual pay. Qualified employees who meet the following criteria shall receive an additional \$115.00 per month, while serving in such positions and utilizing such designated second language(s).

- A. An employee must be assigned to speak or translate a language in addition to English as part of their position responsibilities. This includes such specialized communication skills as sign language.

- B. To become qualified, employees must be certified as qualified by the Personnel Officer or designee.

Article 9 – Special Events Pay

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

The Chief of Police may assign employees covered by this Agreement to work at a special event in a management capacity. Employees working in this capacity shall be compensated at one and one-half times the employee's classification's top range of pay plus professional achievement pay if the City is reimbursed at the employee's rate of pay. Otherwise the employee will be reimbursed at the Lieutenant rate.

Article 10 – Benefits

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

Medical

One (1) indemnity medical plan

Two (2) health maintenance organizations (HMO)

Dental

One (1) dental HMO (Guardian)

One (1) group dental PPO (Guardian)

Vision

One (1) vision care plan

The total cost to the City for medical, dental and vision insurance shall not exceed the following per month:

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

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

- B. Employees have the option of enrolling themselves and/or their dependents into a no-cost medical plan rather than being subject to the cap as set forth in Article XI, item A, above. Under the no-cost plan, the City will provide any HMO Medical Plan and any HMO Dental Plan offered by the City, as described in Article XI, item A, above. Under this option, employees may choose to upgrade from the HMO Dental Plan to the PPO Dental Plan, however the employee will be required to pay the difference in premium between the HMO Dental Plan and the PPO Dental Plan.

Effective January 1, 2015, any increase in the cost of the HMO Medical Plans over the costs in effect December 31, 2014 will be borne as follows: The City will pay 95% of the increased cost, and employees enrolled in HMO Medical Plans will pay the remaining 5% of cost increases in annual premiums. Each year thereafter, the amount paid by employees in prior years will be added to that portion of the increase (five percent 5%) the employees will pay in the current year.

C. Affordable Care Act Reopener

The City may reopen the MOU on the issue of health insurance solely for the purpose of discussing potential impacts from or modifications to the Affordable Care Act. The City shall make no changes to health insurance benefits or City contributions toward health insurance benefits under the reopener, absent mutual agreement between the City and IPMA.

- D. Employees not claiming dependents on their medical, dental, psychological and vision plans shall receive \$150 per month. The stipend may be taken as taxable cash.

Employees who are able to demonstrate to the City's satisfaction that they have minimum essential coverage as defined by the Affordable Care Act, (through another source other than coverage in the individual market, whether or not obtained through Covered California) may opt out of participation in the City's health plan.

E. Citywide Insurance Committee

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

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

F. Disability Insurance

1. The City shall provide major disability coverage with benefits at 66- 2/3% of the employee's monthly earnings.
2. Pursuant to the City of Irvine Personnel Policy, the City shall continue to pay for the health, dental and vision (employee only vision) benefits for the first six months for the employee out on long-term disability.

G. Life Insurance

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

H. Telecommunication Allowance

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

I. Flexible Spending Account

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

J. Take Home Vehicle

Employees in the unit shall be provided with a take home vehicle to facilitate the ability to immediately respond to after-hours emergencies ensuring the safety of, and reducing any further risk to, the community. California law allows the incidental and minimal personal use of City vehicles. Employee use of his/her take home vehicle to transport a family member(s), or other person(s) who is not an employee of the City, that is minimal in nature and consistent with legal restrictions, is permitted.

Article 11 - Retirement Plan and Retiree Health Insurance

A. Extension of Health Insurance Beyond Retirement

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

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

B. Retiree Health Benefits

1. Employees who previously participated in the Irvine Employees Benefit Trust (IEBT), formerly VEBA, administered by the Irvine Police Association (IPA) shall contribute an amount equal to 3% of the top step police sergeant base salary to the IPA IEBT. Effective the pay period including September 1, 2017,
 - a. The City shall contribute on behalf of each employee, an amount equal to 1.25% of each employee's base salary to the IPA IEBT.
 - b. The employee shall contribute the difference of the amount listed in Section B1(a) above and 3% of the top step sergeant base salary to the IPA IEBT.
2. All other employees shall contribute an amount equal to 3% of base salary to a Retiree Health Savings (RHS) account. Effective the pay period including September 1, 2017, this 3% contribution amount shall be allocated as follows:

- a. The City shall contribute an amount equal to 1.25% of base salary.
 - b. The employee shall contribute an amount equal to 1.75% of base salary.
- C. The provisions of section C shall apply to all new employees and to employees, as of February 2, 2002, who elected to waive their rights in the City of Irvine Defined Pension Plan and who elected to transfer to the CalPERS program through the irrevocable election process. All members covered by CalPERS shall no longer be entitled to any benefits past, present or future, provided by the City of Irvine Defined Benefit Pension Plan.
1. The City's contract with CalPERS shall include the following options:
- 3% at 50 Full Formula for Local Police Safety Members (Cal. Govt. Code Section 21362.2)
 - One Year Final Compensation (Cal. Govt. Code Section 20042)
 - Military Service Credit as Public Service (Cal. Govt. Code Section 21024), in which the employee pays the entire cost
 - Post Retirement Survivor Allowance (Cal. Govt. Code Sections 21624, 21626 and 21628)
 - Improved Non-Industrial Disability Allowance (Cal. Govt. Code Section 21427)
 - Fourth Level 1959 Survivor Benefits (Cal. Govt. Code Section 21574).

All employees hired on or after the effective date of the CalPERS contract (February 5, 2002) shall become members of the CalPERS Retirement Program. Employees who promote into IPMA, who had previously elected to waive their rights to the CalPERS program and remained in the City of Irvine Defined Benefit Pension Plan through the irrevocable election process, shall remain in the City of Irvine Defined Benefit Pension Plan and be covered by its provisions as noted in their former MOU.

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

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

3. Member Contribution

- a. All “New Members” hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.
- b. For employees who are members of the City’s 3% at 50 CalPERS plan, the full nine percent (9%) member contribution will be paid by the member, through pre-tax payroll deduction. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

4. Cost Sharing:

All unit members enrolled in CalPERS who are not new members under PEPPRA shall contribute an amount through payroll deductions equal to an additional three percent (3.0%) of compensation earnable as cost sharing of the City’s required contribution to CalPERS under Government code section 20516(f). These cost sharing deductions shall be made on a pre-tax basis to the extent allowed under applicable law. These employees are responsible for paying an additional pension contribution of three percent (3%) as cost sharing in accordance with Government Code section 20516(f), for a total employee pension contribution of twelve percent (12%). Effective January 1, 2018, to the extent permitted by law, the parties agree that this additional three percent (3%) shall be considered member contribution per Government Code section 20516.5. However, the City shall be under no obligation to

amend its contract with CalPERS in order to ensure that the three percent (3%) is treated as employee contribution.

5. Uniform Evaluation

Sworn officer uniforms will be valued annually and shall be expensed for PERS purposes (except for “new members” as defined by PEPR) on a bi-weekly basis. The uniform valuation amount is \$25.47 per pay period.

Article 12 - Police Management Professional Achievement Plan Program

1. An employee will be eligible for a seven percent (7%) Professional Achievement benefit upon completion of a California P.O.S.T. Management course. This benefit shall cease if the employee is not eligible and/or does not apply for his/her P.O.S.T. Management Certificate within two years of being promoted.

2. An employee will be eligible for an additional five percent (5%) Professional Achievement benefit upon completing a two-year P.O.S.T Command College or attaining a Master's Degree in Criminal Justice, Sociology, Public Administration, Business Administration, or a related field from an accredited college or university. The five percent (5%) benefit shall be calculated on a base amount that includes the seven percent (7%) benefit described in Section 1 above.

Article 13 – Administrative Leave

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

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

Article 14 – Annual Physical Examination

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

Article 15 - Leaves

A. Vacation

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

<u>Years of Service</u>	<u>Annual Vacation Credits</u>	<u>Maximum Accrual</u>
1 through 3	120 hours	360 hours
after 3 through 10	160 hours	480 hours
after 10 or more	200 hours	600 hours

“Years of Service” is defined as consecutive, full-time service with the City of Irvine. When an employee earns vacation in excess of the cap on accrual, the employee shall be paid for the vacation during the pay period earned and the employee’s base rate of pay. The times during a calendar year at which an employee may take his/her vacation shall be determined by the Chief of Police or his/her designee with due regard for the wishes of the employee and particular regard for the needs of the City.

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

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

B. Vacation Buyback

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in eight hour increments) which will be earned in the following calendar year at the employee's base rate of pay. The employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. Payment will be made by Thanksgiving. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

C. Personal Sick Leave

Employees shall accrue Personal Sick Leave credits at the rate of eight (8) hours per month.

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

An employee receiving temporary disability payments under the Workers' Compensation Laws may use a pro-rated amount of accumulated sick leave in order to continue to maintain his/her regular income. Under such circumstances, the

employee shall submit any benefit payments from the Workers' Compensation fund to the Finance Officer.

D. Personal Sick Leave Conversion

1. Personal Sick Leave Conversion –Upon honorable separation from service, which includes a disability retirement, a service retirement, or a layoff, a regular employee's sick leave accruals will be converted based on the sick leave conversion schedule shown below:

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

"Years of Service" is defined as consecutive, full-time service with the City of Irvine. Upon separation from the City, the converted value of sick leave accruals will be transferred to the Sick Leave Conversion/Retiree Premium Reimbursement Plan.

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

E. Personal Leave

1. Effective the pay period which includes January 1 of each year employees will receive seventy-two (72) hours of personal leave. Such hours shall not be carried over from year to year. This leave has no cash value and cannot be cashed out. If, at the end of the calendar year, the employee has any of this leave on the books, with the pay period including January 1, he/she will be provided with whatever amount of leave is necessary to bring his/her bank up to 72 hours. Regular and probationary employees who commence

employment with the City or return from an unpaid leave of absence from the City after January 1 will receive twenty-four (24) hours less Personal Leave for every four (4) months the employee is not on paid status with the City.

2. The employee shall notify his/her immediate or designated supervisor of the use of a Personal Leave day at least 24 hours in advance unless circumstances beyond the employee's control prevent such notification.

F. Bereavement Leave

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

The immediate family shall be defined as the spouse, registered domestic partner, children, parents, brothers, sisters, grandparents, parents-in-law, grandparents in-law or other individuals whose relationship to the employee is that of a dependent or a domestic partner as defined by California Family Code section 297, or a person who stood *in loco parentis* (in place of a parent) to the employee.

Where such death has occurred and upon request of the department director the employee shall furnish satisfactory evidence of such death.

G. Parenthood Leave

A regular employee may be granted a temporary parenthood leave of absence without pay upon approval from the City Manager not to exceed 180 calendar days per year upon presentation of evidence to his/her department director of the birth or adoption of the employee's child. Any such leave will run concurrently with parenthood leave as provided for under the FMLA and CFRA

H. Military Leave

An employee shall be entitled to such benefits as are provided by law. An employee requesting such military leave, shall present a copy of his/her military orders to his/her department director prior to the beginning of the leave.

- I. 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 16- Holidays and Holiday Pay

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

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

The City shall determine the actual dates for each of the eleven (11) foregoing holidays. Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner. These provisions shall not apply to employees who work on the following holidays which shall be observed on the actual dates: New Year's Day-January 1; Independence Day-July 4; Christmas Eve-December 24; and Christmas Day-December 25.

Employees required to work without regard to Holidays, shall receive a total of 110 hours Holiday compensation each calendar year for all recognized Holidays listed in this Article. Holiday compensation shall be paid in the pay period of the recognized Holiday.

All Holiday compensation will be paid at an employee's hourly base salary or at one and one-half times his/her base rate as described below in this article.

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

Employees who do not work on a holiday shall receive pay for such holidays in an amount equal to their base hourly rate of pay times ten (10) hours provided they are in a paid status for all or a portion of both the regularly scheduled workday immediately prior to the holiday and the regularly scheduled workday immediately after the holiday. To the extent the City is permitted by Title 2 California Code of Regulations, section 571(a)(5) to report holiday compensation to CalPERS it will do so.

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

Article 17 – Plain Clothes Assignments

Employees working in plain-clothes assignments may (with the provision of receipts) receive up to \$300 per year in reimbursement for clothing costs.

Article 18 - Education Reimbursement/Professional Development

Regular employees shall be eligible for reimbursement of approved education and professional development expenses to a maximum of \$1,300 per calendar year. Up to \$500 of the employee's annual professional development fund may be used towards travel,

hotel and meal expenses for City-approved conferences, seminars, and/or job-related training and certified wellness programs in accordance with Irvine Police Department and City policy. Employees using professional development funds for travel-related purposes shall be subject to all guidelines established by City travel policies and procedures. Up to \$250 of the employee's annual professional development funds may be used towards supplementing un-reimbursed expenses for his/her annual physical examination, subject to the provisions of Article 24 of the City's Personnel Rules and Procedures. Professional Development funds may also be used for the following if approved in advance of any expenses being incurred by the Police Chief:

1. Membership costs in law enforcement associations;
2. Costs for a law enforcement related course and fees for maintaining a law enforcement-related certification; and
3. To purchase law enforcement related safety equipment. This includes the purchase of a secondary, back-up or off-duty firearm once every five (5) years to be used for work-related purposes. The firearm purchased must be a department authorized firearm which will be the personal property of the employee. The list of approved equipment will be maintained by the Police Department and is subject to approval by the Police Chief.

Article 19 - City Manager's Award for Employee Achievement

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

Article 20 - Hours of Work

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

Article 21- Promotions

A. Promotion to Police Commander and Deputy Police Chief

Employees meeting the minimum qualifications will have the opportunity to seek promotion to the ranks of Police Commander and Deputy Police Chief as vacancies occur at those ranks. The parties agree that the Chief of Police has the right to make a direct appointment to the classifications of Police Commander and Deputy Police Chief without utilizing a recruitment process.

If there are three candidates who meet the minimum qualifications for Police Commander, the City will fill the vacancy with an internal candidate. For the rank of Deputy Police Chief, the City retains the right to fill that vacancy either with an internal or external (from outside the City) appointment.

Article 22 – Layoff

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

Article 23 - Completion of Meet and Confer Process

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

appropriate, provided, however, that the City shall comply with all federal and State laws relating to employee rights, opportunities, and benefits, except for the requirement to meet and confer with regard to such change, alterations, modifications, or exercise of the reserve powers of this MOU, which right has been expressly waived by the Association.

Article 24 - Concerted Activities

Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association hereby agrees that during the term of this MOU and through the completion of labor negotiations or until either party declares impasse, 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 MOU; disputes which are specifically not subjects of this MOU; disputes between the City and other employee organizations, persons or employees; jurisdictional disputes. In the event of any strike, walkout, slowdown, sick-out or other work stoppage or threat thereof against the City, the Association and its officers will take all steps reasonable within their control to end or avert the same.

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

Article 25 – Term

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

The Agreement shall remain in force and effect until June 30, 2019, and supersedes all other agreements between the parties.

CITY OF IRVINE

IRVINE POLICE MANAGEMENT ASSOCIATION

By:_____

By:_____

By:_____

By:_____

By:_____

By:_____

By:_____

By:_____

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By:_____

ATTACHMENT I

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

<u>CLASS TITLE</u>	<u>APPROXIMATE MONTHLY EQUIVALENT</u>	<u>APPROXIMATE ANNUAL RATE</u>
<u>Effective September 1, 2017</u>		
Police Lieutenant	\$10,185-14,317	\$122,221-171,808
Police Commander	\$11,017-15,519	\$132,205-186,222
<u>Effective July 1, 2018</u>		
Police Lieutenant	\$10,390-14,603	\$124,675-175,240
Police Commander	\$11,237-15,829	\$134,846-189,946

ATTACHMENT II

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

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

BACKGROUND FACTS

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

AGREEMENT

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

EXHIBIT A

1. Agreement Is Part of the MOU

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

2. PERS Benefits are Contingent

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

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

3. Effective Date of Change to PERS

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

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

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

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

5. Elections Required To Join PERS

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

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

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

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

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

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

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

8. Administration of the City DB plan

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

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

9. Termination of the City DB plan

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

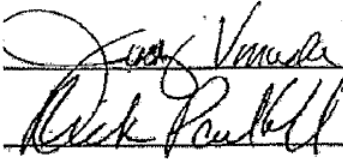
10. Miscellaneous

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

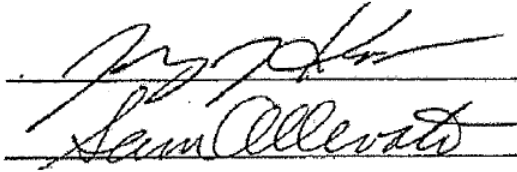
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set out below.

CITY OF IRVINE

IRVINE POLICE MANAGEMENT
ASSOCIATION



_____, 2001



10-25

_____, 2001

ATTACHMENT IV

IPMA SIDE LETTER AGREEMENT TO MOU
SALARY ON PROMOTION
CONTRACT PERIOD 7/16/05 - 6/30/07

Effective with the 2005 - 2007 MOU, the following modifications will be made:

For Sergeants promoted to Lieutenant, the salary on promotion will be calculated as an 8% increase over the current base pay plus any Police Management Professional Achievement Program (P.O.S.T.) pay, pursuant to Article XV of the IPA MOU, being earned at the time of promotion, limited to the maximum of the range.

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

CITY OF IRVINE

IRVINE POLICE MANAGEMENT ASSOCIATION

Rick Paulell
Jan Walden
August 5, 2005

[Signature]
[Signature]
August 3, 2005

ATTACHMENT VI

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


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

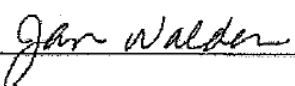
These provisions are not applicable during this contract period, unless the salary for Deputy Chief is increased in July 2008 to an amount greater than 9.59% over the top of range for Commander.

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

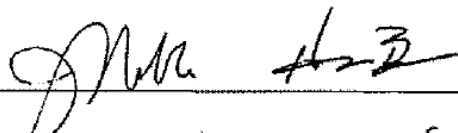
CITY OF IRVINE

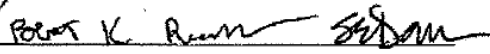
IRVINE POLICE MANAGEMENT ASSOCIATION

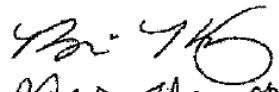
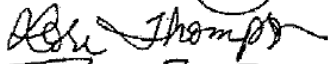



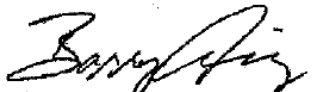



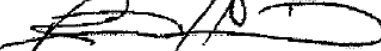


_____, 2007




_____, 2007

ATTACHMENT VII

IPMA Side Letter Agreement to MOU

Amendment to Holiday Pay

Contract Period: August 11, 2015 – August 10, 2017

Effective August 11, 2015

Effective with City Council Resolution 16-46, modifications were made to the following MOU Article:

HOLIDAY PAY

The amendment to Article XVIII, Holidays and Holiday Pay enacted on June 14, 2016 in the Memorandum of Understanding between the City of Irvine and Irvine Police Management Association for the time period of August 11, 2015 through August 10, 2017, shall be incorporated in the Memorandums of Understanding for the time periods of:

August 11, 2013 through August 10, 2015

August 11, 2011 through August 10, 2013 (amendment to extend the 2009-2011 MOU)

July 1, 2009 through June 30, 2011

CITY OF IRVINE

By: [Signature] ^{7A}

By: [Signature] ^{James Medina}

By: [Signature]

By: [Signature]

By: _____

By: _____

IRVINE POLICE MANAGEMENT ASSOCIATION

By: [Signature] ^{7A}

By: [Signature] ^{Schick}

By: [Signature] ^{HURTADO}

By: [Signature] ^{WILLIAMS}

By: [Signature]

By: [Signature]

[Signature] ^{Klug}
[Signature] ^{Andersen}
[Signature]
[Signature] ^{Maloney}

Attachment VIII – Disciplinary Appeals Process

The following administrative appeal process is established pursuant to *Government Code* section 3304.5. This procedure shall not apply to disciplinary actions for which unit members already are entitled to receive an appeal hearing pursuant to Article VI of the this MOU for demotion, dismissal, reduction in pay for disciplinary reasons, or suspension without pay. Moreover, this procedure shall not apply to appeals of punitive transfers, i.e. transfers which are imposed as corrective action following alleged misconduct by officers irrespective of whether a transfer will result in a loss of pay. A transfer which is not expressly intended as corrective action shall not be considered a punitive transfer regardless of whether it results in a loss of pay.

This procedure shall only apply to written reprimands, non-punitive transfers which result in a loss of pay, and any other punitive actions (as that term is defined by *Government Code* section 3303).

1. Right to Administrative Appeal

- A. Any unit member who is subjected to punitive action (within the meaning of *Government Code* section 3303) other than one which may be appealed pursuant to Article VI of this MOU.
- B. The member shall not be entitled to appeal a punitive action prior to its imposition.
- C. A unit member who appeals a punitive action under this procedure shall bear his/her own costs in association with the appeal hearing, including but not limited to any and all attorney fees.

2. Notice of Appeal

- A. Within ten (10) calendar days of being notified of a punitive action, the unit member shall notify the Chief of Police in writing of his/her intent to appeal the punitive action.

- B. The notice of appeal shall specify the action being appealed and the grounds for the appeal.
- C. Failure to timely serve written notification of an appeal shall result in waiver of any right to appeal.

3. Hearing Officer

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

4. Burden of Proof/Persuasion

- A. If the action being appealed does not involve allegations of misconduct (i.e. allegations that the officer has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules), then the

limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action. The Department's burden shall be satisfied if the Department establishes that the action was reasonable, even though reasonable persons might disagree about whether the action was the best one under the circumstances.

- B. If the action being appealed does involve allegations of misconduct (i.e. allegations that the officer has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules) the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

5. Conduct of Hearing

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

6. Record of Hearing

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

7. Representation

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

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

8. Decision

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

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

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

CITY OF IRVINE

IRVINE POLICE MANAGEMENT ASSOCIATION

By:_____

By:_____

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By:_____

2.1



REQUEST FOR BOARD ACTION

MEETING DATE: SEPTEMBER 26, 2017

TITLE: BUDGET ADJUSTMENT FOR IRVINE RANCH WATER DISTRICT
RECLAIMED WATER INFRASTRUCTURE COSTS AT THE
GREAT PARK



Director, Orange County Great Park



City Manager

RECOMMENDED ACTION

1. Recommend the City Council authorize a budget adjustment (Attachment 1) transferring \$5.4 million from the Department of Finance (DOF) Settlement Agreement funds to CIP No. 361732 for reclaimed water infrastructure costs at the Great Park.
2. Recommend that the City Council direct that this \$5.4 million in reserved DOF Settlement Agreement Funds be repaid over a ten-year period commencing with receipt of Secondary Maintenance payments.

EXECUTIVE SUMMARY

Reclaimed water connection fees are charged by the Irvine Ranch Water District (IRWD) to recover capital infrastructure costs for water delivery. Infrastructure includes items such as pumps, pipes, reservoirs and treatment facilities. These are one-time fees charged when new service is provided and are separate from ongoing water usage fees. Development projects are required to pay connection fees based on that project's fair share of the infrastructure costs. Fees are due as construction is completed and the project connects to the water delivery system.

Discussions with IRWD regarding connection fees for the Great Park were initiated in 2006. In the years since, fee estimates from IRWD have varied based on the evolving plans for the Great Park and Great Park Neighborhoods. In June 2017, following extensive discussions with City staff, IRWD set connection fees at \$29 million. Based on facilities completed and those expected to be completed during the fiscal year (including Western Sector park areas, the Sports Park, and the Upper Bee and Bosque), \$10.8 million of the \$29 million will be due in the current fiscal year.

Originally it was contemplated that half of the \$10.8 million would be financed and paid over 30 years and only half of the fee, \$5.4 million was budgeted in Fiscal Year 2017/18. As financing options were explored, staff found that the market interest rates charged by IRWD for long-term financing would result in an additional estimated \$2-\$3 million in interest costs. To save the cost of borrowing, staff is recommending using \$5.4 million of DOF Settlement Agreement funds to pay the connection fees due in FY 2017/18 rather than financing through IRWD. If approved, half of the \$10.8 million in connection fees due this fiscal year would be paid as budgeted from the Great Park operating fund and the remaining half would be paid from DOF Settlement Agreement funds. The DOF Settlement Agreement funds would be repaid over a ten-year period upon receipt of Great Park Secondary Maintenance Funds from Community Facilities District No. 2013-3 (Great Park), anticipated to begin in Fiscal Year 2022/23.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Reclaimed water connection fees are paid to IRWD for the capital, infrastructure, and capacity costs associated with water delivery to a project or development. They are authorized under California Government Code 66000-66013. These costs include regional capital facilities, proposed regional facilities, and local capital facilities. These facilities are physical infrastructure, such as reservoirs, pumps, pipelines, and water filtration systems that IRWD either has built or acquired or is planning to build or acquire to support current and future development.

These costs are allocated among new development projects. The fees are established by apportioning a percentage share of the overall cost of the infrastructure based on the relative usage projected for a particular project. IRWD has several Improvement Districts that make up its service area. Capital facilities serving more than one Improvement District are regional facilities, and capital facilities serving only the improvement district where a project is located are local facilities for that particular project. Each development within an Improvement District is evaluated for its usage and capacity, which is then calculated to determine the development's percentage impact on the system. The percentage is applied to cost of existing and anticipated regional infrastructure and local infrastructure.

In 2011, at the time of the Western Sector Development Plan, IRWD provided a preliminary connection fee estimate of approximately \$20 million for the Great Park, half to be paid by the City and half to be funded through the IRWD taxing authority in the Improvement District. In addition, the City's portion of the fee, approximately \$10 million,

was to be paid on a structured schedule over a period of years. Based on this estimate, a CIP was created in FY 2016/17 as a placeholder and funded with \$1 million, with the remainder to be budgeted in future years as connection fees were finalized. It should be noted that, although included in a CIP, these funds were never expended.

In January 2017, representatives from IRWD contacted City staff to discuss updated assumptions regarding necessary infrastructure and development plans for the Great Park and surrounding areas. At that time IRWD's recalculated fees for the Great Park were \$45 million. The significant jump in cost was due to an increase in the infrastructure necessary to serve the Great Park and a correction to IRWD's assumption that the property taxes would fund half of the connection fees. In reality, all of the Great Park connection fees are the responsibility of the City, as there are no property taxes paid on park property. Upon learning of the new connection fee estimate, the City engaged a consultant, and met with IRWD several times to better understand how the fees were calculated. Once park development and irrigation demands were reviewed with IRWD, the demand estimation was reduced significantly, yielding fees of approximately \$29 million. The IRWD Board approved these fees at its June 12, 2017 meeting.

Per IRWD policy, connection fee payments are due when a project area is completed. In order to effectively budget, staff identified the approximate timing of completion for various park components and associated share of connection fees based on acreage:

Fiscal Year	Component	Cost
2017/18	Sports Park, Upper Bee, Bosque and Western Sector	\$10.8 million
2018/19	Golf Course and Agriculture	\$8.8 million
TBD	Cultural Terrace	\$4.6 million
TBD	ARDA Site	\$4.6 million

The Amended and Restated Development Agreement (ARDA) site and Cultural Terrace are in the preliminary planning stages, so dates have not been determined for those areas and it may be possible for the connection fees for the ARDA site and Cultural Terrace areas to be passed on to end-users, if there were to be a sale, lease, or other transfer of property. In total, the amount to be budgeted over the next two fiscal years is \$19.6 million, the sum of \$10.8 million (total owed by the City for FY 2017/18) and \$8.8 million (total to be owed by the City for FY 2018/19). The \$8.8 million anticipated to be due in FY 2018/19 will be included in next year's annual budget. Similar to the proposed plan for FY 2017/18, staff anticipates proposing half (\$4.4 million) be paid from the Great Park operating fund and half be paid from DOF Settlement Agreement funds with repayment commencing upon receipt of Great Park Secondary Maintenance Funds.

Based on the new costs, a CIP was established in the FY 2017/18 budget for utility connection fees in the amount of \$5.4 million to reflect half of the \$10.8 million in connection costs due in FY 2017/18. Pursuant to conversations with IRWD representatives, it was contemplated that the other half of the fees may be paid over 20 to 30 years. As long term capital infrastructure, financing some of the costs would be appropriate. However, as conversations advanced, IRWD indicated that it would charge a market interest rate of 3% to 4%, generating interest costs in excess of \$2 million. In order to avoid these costs, staff is recommending that the full \$10.8 million be paid in FY 2017/18 by using \$5.4 million from the DOF Settlement Agreement funds rather than financing this amount through IRWD. The City has received \$32 million of the DOF Settlement Agreement funds and, based on current projections, the remainder of the \$292 million in funds is expected to be paid by 2025.

With this appropriation, half of the \$10.8 million in connection fees due in FY 2017/18 would be paid from Great Park operating funds, as budgeted, and half would be paid from the DOF Settlement Agreement funds. Attachment 1 reflects the budget adjustment necessary for this action. Drawing on the DOF funds would preserve the fund balance in the Great Park Operating Fund, which is important as a short period of projected operating deficit is anticipated and the timing of Secondary Maintenance Funds is uncertain. The timing of payment of the Secondary Maintenance Funds is dependent on the rate of home sales and the completion of back bone infrastructure by Heritage Fields El Toro, LLC. (HFET). A graph showing Great Park Operating Fund projections is included as Attachment 2. Secondary Maintenance Funds are a potentially significant source of funding for Park operations paid through the Community Facilities District pursuant to agreements with HFET. The Fund 180 operating fund balance is a financial cushion to cover the projected short period of operating deficit and a potential delay in receipt of Secondary Maintenance Funds.

The \$5.4 million of DOF Settlement Agreement funds used for connection fees would be repaid from available Great Park operating revenues commencing with the initial receipt of the Secondary Maintenance Funds and paid over ten years. Based on projections provided by HFET, the City expects to begin receiving Secondary Maintenance Funds in FY 2022/23.

ALTERNATIVES CONSIDERED

The Board could direct staff to pursue financing through IRWD or another lender. This alternative will leave the DOF Settlement Agreement funds intact; however, it will result in interest costs to Fund 180, estimated to be \$2 to \$3 million. The Board could also authorize payment in full from Fund 180. This alternative would also leave the DOF Settlement Agreement funds intact; however, payment out of the operating fund would reduce the fund balance during a period of projected operating deficit and uncertain timing of key revenue sources as described above.

FINANCIAL IMPACT

If approved, \$5.4 million in DOF Settlement Agreement funds would be transferred into CIP 361732 to pay the FY 2017/18 reclaimed water connection fees. Approximately \$32 million in DOF Settlement Agreement funds have been received to date and the balance of the \$292 million is expected to be received by 2025. Use of these funds would reduce the amount of DOF Settlement Agreement funds available for other uses until such time as the funds can be replenished through Great Park operating proceeds. Repayment would be scheduled over ten years commencing upon receipt of Secondary Maintenance Funds, expected to start in FY 2022/23. The \$8.8 million anticipated to be due in FY 2018/19 will be included in next year's annual budget. Similar to the proposed plan for FY 2017/18, it is anticipated that half (\$4.4 million) would be paid from the Great Park operating fund and half would be paid from DOF Settlement Agreement funds with a similar repayment schedule.

REPORT PREPARED BY

Steve Torelli, Management Analyst II

ATTACHMENTS

1. Budget Adjustment Form
2. Great Park Operating Fund Projection



CITY OF IRVINE BUDGET ADJUSTMENT REQUEST FORM

Department: Orange County Great Park

Finance Comm. Date: N/A

Requestor: Steve Torelli

City Council Date: September 26, 2017

Approval Exception (A - O): _____

(see Financial Policies - Budget Adjustment)

Reason Code: 0011 Appropriate Fund Balance

Finance Use Only - Batch Record Number

GL _____

JL _____

Posting Date _____

Posted by _____ /date

Explanation for Request:

To record a budget adjustment for the appropriation of funds in the amount of \$5.4 million for a capital improvement project to pay for utility connection fees due in Fiscal Year 2017-18.

Approvals:

Department Approval _____ Date _____

Budget Office Approval _____ Date _____

Fiscal Services Approval _____ Date _____

City Manager Approval _____ Date _____

REVENUES AND TRANSFERS-IN

Fund #	Account Number					Amount
	GL		JL			Increase or (Decrease)
	Org Key	Object Code	Job Key	Object Code		
286	3191591599	7180	3617325310	7180		5,400,000.00
Subtotal						5,400,000.00

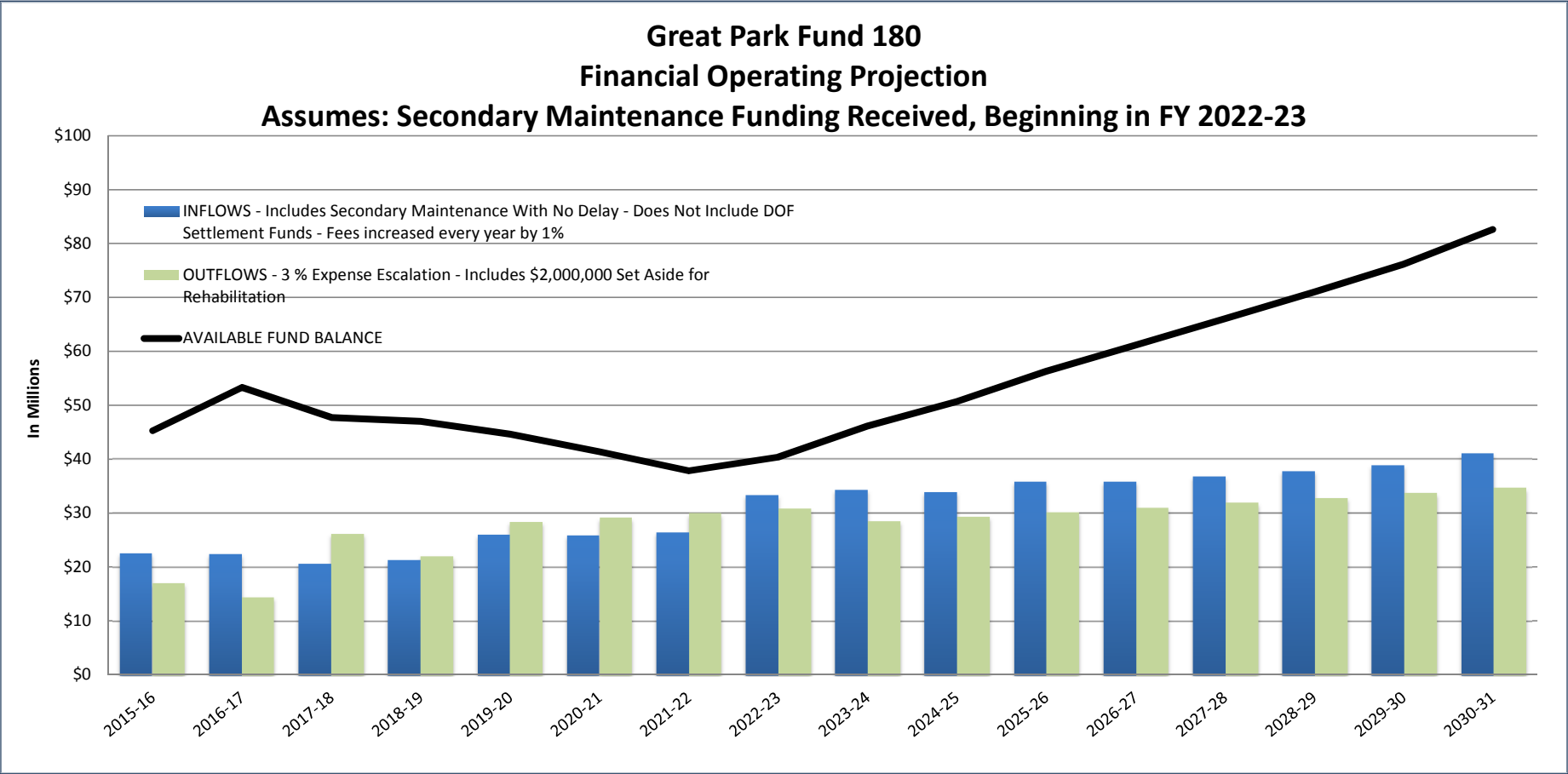
EXPENDITURES AND TRANSFERS-OUT

Fund #	Account Number					Amount
	GL		JL			Increase or (Decrease)
	Org Key	Object Code	Job Key	Object Code		
180	9191591599	8286				5,400,000.00
286	3153156099	5840	3617325310	5840		5,400,000.00
Subtotal						10,800,000.00

CHANGE TO FUND BALANCE

Fund #	Account Number					Amount
	GL		JL			Increase or (Decrease)
	Org Key	Object Code	Job Key	Object Code		
180	9100000099	2001				(5,400,000.00)
Subtotal						(5,400,000.00)

Fund Balance Entry Required



2.2



REQUEST FOR BOARD ACTION

MEETING DATE: SEPTEMBER 26, 2017

TITLE: CONSIDERATION OF VICE CHAIRWOMAN FOX'S REQUEST FOR A LEASE AGREEMENT WITH THE CALIFORNIA FIRE MUSEUM AND SAFETY LEARNING CENTER FOR FIRE APPARATUS STORAGE AT GREAT PARK HANGAR 295


Director, Orange County Great Park


City Manager

RECOMMENDED ACTION

1. Consider Vice Chairwoman Fox's request for a lease with the California Fire Museum and Safety Learning Center for fire apparatus storage in Hangar 295 located on the Cultural Terrace site at the Orange County Great Park.
2. If there is Board consensus to support Vice Chairwoman Fox's request, direct City staff to negotiate a lease with the California Fire Museum and Safety Learning Center and return to the Great Park Board for further consideration.
3. Direct staff whether such lease terms should attempt to recover some or all of the revenue generated by the existing license.

EXECUTIVE SUMMARY

On September 11, 2017, Vice Chairwoman Fox submitted a memorandum requesting the Orange County Great Park Board of Directors' (Board) consideration of a lease agreement with the California Fire Museum and Safety Learning Center (CFM) for Hangar 295 at the Orange County Great Park for the storage of fire apparatus (Attachment 1). The memo requests that City staff be directed to negotiate a lease agreement for Hangar 295 with representatives from CFM, and return to the Board for further consideration.

Hangar 295 is a military base-era building of approximately 30,000 square feet located at the Great Park in the area known as the Cultural Terrace. The building has high ceilings, large sliding doors, and at-grade paved access for vehicles and heavy equipment. Automotive Marketing Consultants, Inc. (AMCI) is currently using it for

advertising photography shoots approximately 12 times per year, pursuant to a license agreement with the City. The City has received, on average, approximately \$16,000 annually from AMCI for its use of the building over the past three years.

If directed by the Board, staff would enter negotiations with representatives from CFM for a lease of Hangar 295 and would return to the Board with lease terms including rent, term, and other provisions for further direction. If staff were directed to move forward with the lease at that time, the licensed use of the facility by AMCI would be canceled, as the hangar would no longer be available for photography shoots with the stored fire apparatus in place.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

CFM has accumulated an inventory of historical fire apparatus, which is stored in an outdoor yard in Mission Viejo on property owned by the Irvine Ranch Water District. CFM expressed interest in a large indoor facility to protect the inventory from the elements. The museum has a long-standing interest in creating a museum at the Orange County Great Park.

On June 29, 2017, at the request of Vice Chairwoman Fox, representatives from the City and Heritage Fields El Toro, LLC (HFET), developer of the Great Park Neighborhoods, provided CFM representatives with a tour of four large buildings that could serve as a potential location for storage of fire trucks and other apparatus. One building is on HFET property and the other three buildings are on City property (two are located on the ARDA site and one building is located on the Cultural Terrace site). After the tour and a subsequent meeting on the topic, CFM expressed interest in Hangar 295 on City property.

Hangar 295 is approximately 30,000 square feet located within the Cultural Terrace area of the Great Park. The facility has two large hangar doors on each end and at-grade concrete or paved access which can accommodate large vehicles and equipment (a map of Hangar 295's location is included as Attachment 2). Hangar 295 has several defects that include broken windows, unsecured damaged sliding doors, and a leaking roof. The hangar is vacant but is used by Automotive Marketing Consultants, Inc. (AMCI) for advertising photography shoots approximately 12 times per year, pursuant to a license agreement with the City. The terms of the license agreement state the agreement may be terminated with a 90-day written notice. The City has received, on

average, approximately \$16,000 annually from AMCI for its use of the building over the past three years.

If directed to move forward with CFM, staff would work with the City Attorney's office to negotiate lease terms including rent, term of lease, termination and other provisions. Additionally, staff would review building condition to ensure safety and environmental suitability. The intent would be for the building to be leased in an as-is condition.

ALTERNATIVES CONSIDERED

The Board could provide specific terms to staff to be included in a potential lease with CFM or decide not to pursue a lease with CFM, leaving in-place the licensed use of Hangar 295 with AMCI.

FINANCIAL IMPACT

The City currently earns, on average, approximately \$16,000 annually through the licensed use of the hangar. Once the negotiated lease terms with CFM are understood and can be compared to the current revenue, staff will have a better understanding of the financial impact to the City and will provide a detailed summary to the Board and City Council.

REPORT PREPARED BY Debby Platt, Great Park Real Property Administrator

ATTACHMENTS

1. Memorandum dated September 11, 2017 from Vice Chairwoman Fox regarding Consideration of a Lease Agreement with the California Fire Museum and Safety Learning Center.
2. Aerial Map of Hangar 295 Location

RECEIVED

SEP 11 2017

CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: Sean Joyce, City Manager
From: Melissa Fox, Orange County Great Park Vice Chairwoman
Date: September 11, 2017
Re: **Consideration of a Lease Agreement with the California Fire Museum and Safety Learning Center**



Please place on the September 26 Orange County Great Park Board of Directors agenda consideration of the City entering into a lease agreement with the California Fire Museum and Safety Learning Center for Hangar 295 at the Orange County Great Park for storing fire apparatus.

The California Fire Museum and Safety Learning Center (CFM) does not currently have a facility where they can accommodate proper storage for all of their fire apparatus. On June 29, 2017 representatives from the CFM were given a tour of several buildings at the Orange County Great Park that could potentially be used for storage purposes. After reviewing the sites, it is clear that Hangar 295 will be able to best accommodate the storage needs of the CFM until a permanent site is available for the fire apparatus.

I further request that City staff be directed to negotiate a lease agreement for Hangar 295 with representatives from the CFM, and return to the Board for further consideration.

cc: Orange County Great Park Board of Directors
City Attorney
City Clerk

ATTACHMENT 1

Hangar 295 Location Orange County Great Park

