

CITY COUNCIL RESOLUTION NO. 20-78

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 SEPTEMBER 22, 2020

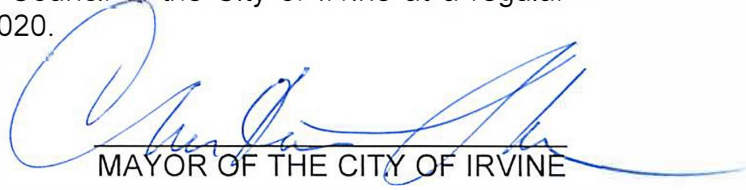
WHEREAS, the City of Irvine (City) and the Associated Supervisory/Administrative Personnel (ASAP) have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and City Council Resolution No. 341; and

WHEREAS, the City and ASAP have reached agreement on wages, benefits, hours, and other conditions of employment for the period of September 22, 2020 through June 30, 2023; and

WHEREAS, a previous Memorandum of Understanding between the City of Irvine and ASAP was adopted by the City Council pursuant to Resolution No. 19-93.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE that the 2020-2023 Memorandum of Understanding, attached hereto as Exhibit A, between the City and ASAP 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 second day of September 2020, 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 All previous resolutions are hereby repealed effective on the operative date of this resolution.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 22<sup>nd</sup> day of September, 2020.

  
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 M. PERRY, 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 22<sup>nd</sup> day of September, 2020.

AYES: 5 COUNCILMEMBERS: Carroll, Fox, Khan, Kuo, and Shea

NOES: 0 COUNCILMEMBERS: None

ABSENT: 0 COUNCILMEMBERS: None

ABSTAIN: 0 COUNCILMEMBERS: None

  
CITY CLERK OF THE CITY OF IRVINE



MEMORANDUM OF UNDERSTANDING

BETWEEN

ASSOCIATED SUPERVISORY/ADMINISTRATIVE PERSONNEL

AND

CITY OF IRVINE

SEPTEMBER 22, 2020 TO JUNE 30, 2023

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### Article 1 – Preamble

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

### Article 2 – Recognition

ASAP is hereby acknowledged as the exclusive Recognized Employee Organization representing the full-time employees in the classifications listed in Attachment I (Supervisory/Administrative personnel).

### Article 3 – Purpose

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

### Article 4 – Scope

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

### Article 5 - City Rights

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

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

### Article 6 - Employee Rights

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

### Article 7 - Association Rights

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

The City shall provide ASAP, if changes occur, with the following: A list of employees in the classifications set forth in Attachment I; the names of new hires, promotions, and terminations in the classifications set forth in Attachment I; City of Irvine job postings; and copies of current salary schedules. The City will provide ASAP with names and home addresses of all ASAP-represented employees. This information is for the confidential use of ASAP and the City shall not be responsible and will be held harmless by ASAP for inappropriate release of this

information by ASAP. Upon written request, the ASAP shall receive available information relating to contract administration and fringe benefits including pension and insurance plans.

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

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

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

Designated ASAP representatives shall be entitled to leave their work during working hours without loss of pay for reasonable periods of time, with prior approval of their supervisor for purposes of reviewing and processing grievances. Grievances shall be processed in accordance with the Personnel Rules and Regulations unless noted herein.

ASAP representatives may have access to ASAP members providing that supervisors are notified prior to a meeting being scheduled and that meetings held will not interfere with work. In order to allow ASAP an opportunity to handle the business affairs of its members, the City shall, at the beginning of the calendar year, establish a time bank of one-hundred and eighty (180) hours to be used by board members as authorized by the ASAP Board for training, grievances, board meetings, etc. ASAP agrees the effective operation of the City departments is not to be adversely affected by the use of the time bank by ASAP members. Hours from the time bank will not be cumulative from year to year. Time for meet-and-confer preparation and meetings, and/or attendance at special meetings called by the City shall not be charged against the time bank.

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

#### Article 8 - Payroll Deductions

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

#### Article 9 - Quarterly City-ASAP Meetings

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

#### Article 10 - Salary

A. Position Classification to Salary Grades

The classification of individual positions to pay grades is the City's sole responsibility and will be based upon the Human Resources' evaluation of the classification using a point factor system.

B. Classification Requests

During the period designated by Human Resources each year, an employee may request a reevaluation of position responsibilities by submitting a new Comprehensive Position



Questionnaire (CPQ) with a cover memorandum explaining the changes in duties since completion of the most recent existing CPQ. The employee's Department Director and manager (if applicable) will review the request and make a recommendation, which will include an explanation of why the duties have changed and an assessment of the stability of the changes. Any change in classification will take effect the pay period that includes July 1 of the following fiscal year.

C. Compaction

The City will conduct a compaction study every four years to identify potential compaction between supervisory and subordinate staff. Study results will be provided to the City Manager's Office for review and consideration. Findings will also be shared with the bargaining unit. The findings are not subject to appeal or grievance procedures and the City is under no obligation to implement salary adjustments as a result of the findings.

D. Pay Progression in a Salary Grade

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

<u>Salary Placement in Pay Grade</u>	<u>Performance Level</u>	<u>Pay Increase</u>
Less than Maximum Range	Unsatisfactory or Needs Development	0%
Less than Maximum Range	Accomplished Standards and Above	5% base adjustment, limited to maximum of pay grade
Greater than or Equal to Maximum Range		0%

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

1. Probationary Merit Reviews

Employees on a probationary employment status effective June 30th of each year will not be eligible to participate in the annual review process until they have successfully completed their probationary period. At the completion of the probationary period, the employee will receive a performance review and merit increase appropriate to the performance review rating. The criteria and rating system for probationary reviews will be the same as those for annual performance reviews. Following the completion of probation, the employee will be eligible to participate in the annual performance review process the following July. The merit increase granted in the first annual review process following the probationary merit review will be pro-rated to reflect only the time period since the completion of the probationary period. All subsequent performance reviews will be conducted according to the same merit schedule as other regular employees. If the probationary appraisal has been completed within the months of May and June, the employee's next review will be part of the appraisal schedule in the following calendar year in July.

E. Wage and Salary Range Adjustment

Effective the pay period that includes July 1, 2021, the salary ranges of the classifications covered by this Agreement shall be increased by one percent (1.0%).

Effective the pay period that includes July 1, 2022, the salary ranges of the classifications covered by this Agreement shall be increased by one percent (1.0%).

F. Severance

In the event a member of the ASAP bargaining unit is laid-off from his/her employment with the City, without the opportunity to voluntarily demote into a lower position or transfer into a comparable position, due to the contracting-out of a City service, the City will provide a severance. The severance will be equivalent to forty (40) hours of pay, at their current base hourly rate of pay, for every year of full-time City service, rounded to the nearest full year of service. Additionally, the City will provide a one-time cash equivalent payment for continuing health insurance premiums, using the individual's current elected coverage

levels and insurance providers, payable through the end of the month in which severance expires.

#### Article 11 - Bilingual Pay

Department Directors shall annually designate which positions should be assigned bilingual duties and which languages shall be eligible for bilingual pay. Qualified employees who meet the following criteria shall receive an additional \$50.00 per month, paid biweekly.

- A. An employee must be assigned to speak or translate a language in addition to English as part of their position responsibilities. This includes such specialized communication skills as sign language.
- B. To become qualified, employees must be certified as qualified by the Personnel Officer or designee.
- C. Any employee who has been determined as qualified for bilingual pay and who is on any leave of absence for at least one calendar month, exclusive of accrued vacation or compensatory time, will be ineligible for bilingual pay until his/her return to work. Upon his/her return to work, the employee will be reinstated into the bilingual pay program and receive his/her \$50 monthly stipend effective the first working day of the new calendar month following his/her return to work. The employee will not be required to perform bilingual interpretation services during any period which he/she is not receiving the bilingual pay stipend.
- D. For positions requiring extensive contact with the public or contractors, bilingual pay will be rotated among employees who are deemed as qualified by the City. The Department Director will have the discretion to determine the number of employees and the sections/units that qualify to participate in a "rotation pool." Rotations will occur every 12 months, effective the first pay period each November. It is the Department Director's sole discretion to determine the order of rotation among the qualified employees. An employee who has not performed bilingual duties within the rotation for a period of 24 months or longer, must be re-certified by the City in order to receive bilingual pay.

An employee in a bilingual assignment may request to have the bilingual assignment and corresponding pay removed.

### Article 12 – Benefits

The City will provide a cafeteria-style benefit program for supervisory/administrative employees to include the following general elements:

- A. Enhanced choices among City-offered health benefit plans.
  - 1. 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.
  - 2. 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.
  
- B. The City shall provide the following as options to the employee for employee and dependent coverage, with noted exceptions:

#### Indemnity Medical Insurance

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

#### Indemnity Dental Insurance

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

#### Health and Dental Maintenance Organizations

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

Vision

One (1) vision care plan.

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

- 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 13, 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 13, item B., 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 impacts from or modifications to the Affordable Care Act. The City shall make no changes to health insurance benefits or City contributions towards health insurance benefits under this reopener, absent mutual agreement between the City and ASAP.

E. Insurance Committee

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

F. Pension

1. CITY OF IRVINE DEFINED CONTRIBUTION PENSION PLAN:

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

- a. The City shall invest an amount equal to 12.448% of each employee's base salary in the City of Irvine Defined Contribution Pension Plan (DCPP). Employees shall become fifty percent (50%) vested in such plan upon completion of the probationary period. Thereafter, such vested interest shall increase at the rate of 5% for every Plan Year in which the employee completes 1000 hours of service. Once the employee has completed five (5) years of service, he/she shall become 100% vested in the retirement plan.
- b. The City will deduct an amount equal to 6.552 % of each employee's base salary to invest in the City of Irvine DCPP. It is understood that this payroll deduction shall be mandatory for all employees who elected to remain in the City of Irvine DCPP.
- c. All employees who elected to remain in the City of Irvine DCPP shall not be entitled to any CalPERS benefits, past, present or future, as provided under section F of this Article. Employees, who elected to remain in the City of Irvine DCPP, shall continue participation until the employee terminates his/her employment from the City for any reason.

- d. The City will utilize retirement plan forfeitures to offset the cost of City of Irvine DCPD account management and administrative fees.

2. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM PLAN (CALPERS):

The provisions of this section F shall apply to employees, as of June 30, 2003, who elected to waive their rights to the City of Irvine Defined Contribution Pension Plan (DCPP) and who elected to transfer to the CalPERS program and employees hired after that date.

- a. The City's contract with CalPERS shall include the following options:
  - i. 2.7% @ 55 Full Formula for Local Miscellaneous Members (Cal. Govt. Code Section 21354.5)
  - ii. One Year Final Compensation (Cal. Govt. Code Section 20042)
  - iii. Military Service Credit as Public Service (Govt. Code Section 21024), in which the employee pays the entire cost
  - iv. Improved Non-Industrial Disability Allowance (Cal. Govt. Code Section 21427)
  - v. 4<sup>th</sup> Level 1959 Survivor Benefits (Govt. Code Section 21574)
  - vi. Limit Prior Service to Members Employed on Contract Date (Govt. Code Section 20938)
- b. All employees hired on or after the effective date of the CalPERS contract shall become members of the CalPERS Retirement Program.
- c. All active employees of the Association shall be members of CalPERS, unless they elected to decline the CalPERS benefits through the irrevocable election process. All Association members covered by CalPERS shall no longer be entitled to any benefits past, present or future, provided under the City of Irvine DCPD referenced in Article 13, Section F.
- d. Once a member of the CalPERS plan, such participation shall continue until the employee terminates employment with the City for any reason.

- e. The CalPERS vesting schedule shall apply (Cal. Govt. Code Section 21060).
- f. The full eight percent (8%) cost of the CalPERS member contribution will be paid by the employee.
- g. Effective April 14, 2012 the City implemented the 2% @ 55 retirement program with the average of the three highest paid consecutive years for all employees hired on or after that date. Employees in the 2% @ 55 plan will pay the full 7% Member Contribution for the entire term of their employment.
- h. All "new members" within the meaning of the California Public Employees' Pension Reform Act of 2013 hired by the City on or after January 1, 2013, will become members of the City's Tier 3 plan; 2% at 62 formula for Miscellaneous employees. Employees will pay the full employee contribution, which will be one-half the normal rate as determined by CalPERS and there shall be no employer payment of any of the required employee contribution.

G. Retiree Health Plan

1. The City shall contribute an amount equal to two percent (2%) of each employee's base salary biweekly in a Voluntary Employee's Beneficiary Association (VEBA), which shall be established and administered by the Association. Employees participating in the ASAP VEBA shall contribute an amount equal to one percent (1%) of base salary biweekly for a total combined contribution of 3%.
2. Effective the pay period including July 1, 2019, the one percent (1%) employee contribution shall be eliminated and the City shall contribute an amount equal to four percent (4%) of each employee's base salary for a total combined biweekly contribution of four percent (4%).
3. The employee contribution amount may be changed by a majority membership vote outside of negotiations with the City. If a change is voted upon and approved, written notice must be given to the City so that the group/membership employee contribution can be changed through Payroll



4. An employee who has retired from the City and has either attained the age of sixty (60) years or is fifty (50) years old and has completed five (5) years of service with the City shall be entitled to purchase the medical insurance plan in effect at the time of retirement at the City's rates for the employee and the employee's dependents at the cost to the former employee, now retiree.
5. The City will allow for a spouse of an eligible retired unit member to continue to purchase the medical insurance after the death of the retired employee, provided that the spouse was covered under a City insurance plan at the time of the retired employee's death and provided that there has been no break in coverage since the employee's retirement. This eligibility for continued coverage ceases if such spouse remarries.
6. Each representation unit has determined the type of retiree health program in which its members shall participate. In order to ensure that the employees can maximize their benefits, the City agrees to allow employees to remain in the designated type of retiree health program throughout their service with the City, whether or not the employee moves to another representation unit(s). In the event an employee moves to another representation unit, the City will contribute an amount up to the contribution established for the new units' retiree health plan and the employees will not be eligible to participate in any other non-voluntary health plan offered to City employees. If the City's contribution toward a retiree health plan in the new unit is less than what is required for the employee's designated retiree health plan, the difference will be deducted from the employee's pay.

H. Life Insurance

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

I. Disability

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

J. Flexible Spending Account

Employees may use pre-tax dollars to pay for eligible medical and dependent care expenses per Internal Revenue Code sections 125 and 129.

K. Deferred Compensation

Effective July 1, 2020, the City shall contribute an annual amount equal to two percent (2%) of each employee's base salary, biweekly, in a deferred compensation account, which shall be administered by the employees covered by this agreement.

Article 13 - Alternate Work Schedules

Unit members may request from their Department Directors to work a 9/80 or a 4/10 alternative workweek schedule. Department Directors will review requests for alternate work schedules, on a case-by-case basis, based on the following criteria: 1) productivity and service to the public will not be decreased, 2) that there will be no adverse effects on the operation of any City department or work unit, and 3) with due regard to the wishes of the employee.

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

In an emergency, the Department Director may direct the employee to work a different schedule on a 24-hour notice. If the alternate work schedule is not effective, the Department Director will require that the employee work a different alternative workweek or return to a more standard workweek (i.e., a 5/40) with a 14-calendar day notice. If an employee finds it necessary, he/she may make a request to return to a more standard workweek, which will be considered on a case-by-case basis.

Article 14 - Annual Physical Examination

The City shall reimburse employees up to a maximum of \$300 per calendar year for expenses incurred as a result of an annual physical examination, as defined in Article 24 of the City's Personnel Rules and Procedures. Such 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

Employees shall accrue vacation credits as follows:

Years of Service	Annual Vacation Credits	Maximum Accrual
1 through 3	3 weeks (120 hours)	5 weeks (200 hours)
After 3 through 10	4 weeks (160 hours)	6 weeks (240 hours)
After 10 or more	5 weeks (200 hours)	7 weeks (280 hours)

When an employee earns vacation in excess of the maximum accrual, the employee shall be paid for vacation during the pay period earned and at the employee's base rate of pay. The dates an employee may take his/her vacation shall be determined by the Department Director or the 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 holidays as defined in this MOU fall within a vacation leave, such holidays shall be charged as a holiday.

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

Employees must notify their supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to Sick Leave. The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

B. Vacation Buyback

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay at the time of cash out. 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. Unless unforeseen and extenuating circumstances arise, in order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or the designated department contact prior to or the time set for beginning his/her daily duties, or as may be specified by the director of his/her department. When absence is for one (1) work day or more, the employee may be required to file a physician's certificate with the Personnel Officer.

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

An employee may be required to provide a doctor's release to return to work following an illness or injury resulting in an inability to perform assigned duties.

D. Personal Sick Leave Conversion

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

Regular full-time employees having less than ten (10) years of consecutive full-time service shall be eligible to convert unused personal sick leave in excess of 168 hours to cash at a ratio of three (3) hours of sick leave to one (1) hour of pay at the employee's base salary rate, subject to a maximum conversion of 180 hours of sick leave per employee per year. Regular full-time employees with at least ten (10) years of consecutive full-time service shall be eligible to convert unused personal sick leave in excess of 168 hours to cash at a ratio of two (2) hours of sick leave to one (1) hour of pay at the employee's base salary rate, subject to a maximum conversion of 120 hours of sick leave per employee per year. Conversion requests can be made only in whole hour increments that are evenly divisible by the conversion ratio, subject to a sixty (60) hour maximum after conversion. Conversion requests shall be submitted on appropriate forms as determined by the Personnel Officer. The annual election period and payment period shall be designated and announced by Administrative Services annually.

Upon separation or retirement, a regular full-time employee with less than ten (10) years of continuous service may convert any accrued and unused sick leave to vacation hours at a ratio of 2 to 1 at the normal base rate of pay. A regular full-time employee who has a minimum of ten (10) years or more of full-time continuous service may convert any accrued and unused sick leave to vacation hours at the ratio of 2 to 1.5 at the normal base pay rate. In this situation, the employee may exceed his/her vacation accrual limits. This paragraph shall not apply to employees who separate due to termination for cause; or who resign or retire in lieu of being terminated after he/she has received a notice of intent to terminate for cause.

E. Personal Leave

Effective the pay period including July 1, 2019, employees will receive nine (9) hours of additional Personal Leave.

Effective the pay period which includes January 1 of each year employees shall receive a Personal Leave Benefit of eighty (80) hours per year. Such leave shall be available for employees to use from the beginning of the first pay period beginning in the calendar year through the end of the last pay period beginning in the calendar year. Such hours shall not accrue from year to year. This leave has no cash value and cannot be cashed out. If, at the end of the pay period which includes January 1, employees have any of this leave on the books, with the first full pay period beginning in January, they will be provided with whatever amount of leave is necessary to bring their bank up to 80 hours. Probationary employees who commence employment with the City after January 1 will receive twenty (20) less Personal Leave hours for every three (3) months the employee is not on paid status with the City.

The employee shall notify his/her immediate supervisor of the use of a Personal Leave day at least 36 hours in advance unless circumstances beyond the employee's control prevent such notification.

The City shall convert all unused 2020 Personal Leave in the employee's bank as of December 31, 2020 (which would have otherwise expired as of January 1, 2021) to non-expiring, non-cashable, leave. This is a one-time conversion and all other provisions pertaining to the treatment and use of such leave remain in effect.

F. Bereavement Leave

Employees shall receive up to forty (40) hours for any one instance for absence necessitated by the death of immediate family members. Such credit shall not be accrued from year to year.

The immediate family shall be defined as the spouse, registered domestic partner, children, step children, parents, brothers, sisters, step siblings, grandparents, grandchildren, 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 or a person who had an *in loco parentis* relationship with the employee (the employee stood *in loco parentis* to the person).

G. Parenthood Leave

A regular employee may be granted a temporary parenthood leave of absence without pay, not to exceed one-hundred and eighty (180) calendar days per year, upon approval from the City Manager. The employee requesting such leave shall present evidence of the birth or adoption of a child to the employee or spouse to his/her Department Director. The City will comply with all elements of parenthood leave under the Family Medical Leave Act and the California Family Rights Act. Any such leave will run concurrently with parenthood leave as provided for under the FMLA and CFRA.

H. Jury Duty

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

If unit members are required to be absent from work to report for jury duty, they will notify their supervisor of the absence as soon as possible after finding out that they must report the next day.

An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours left on his/her shift or call in to his/her supervisor and ask to use leave to cover the rest of his/her shift.

Employees who are scheduled for a swing or graveyard shift on a day they are called to jury service will be authorized to change their work hours in order to report to jury service.

Employees who are called to jury duty will not be subject to working their full graveyard or swing shift if there is not a minimum of 10 hours before or after assigned jury duty. If there is less than 10 hours between the end of a shift and the start of jury duty, employees will be permitted to leave their shift early to allow for a minimum break of 10 hours. If there is less than 10 hours between the end of jury duty and the start of their shift, employees will be able to delay their usual start time to ensure a 10 hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.

An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.

I. Military Leave

Employees shall be entitled to such benefits as are provided in state and federal law. An employee requesting such military leave shall present a copy of his/her military orders to his/her Department Director prior to the beginning of the leave.

J. Industrial Accident Salary Continuance

In the event that it is determined that a regular full-time employee is absent from work as a result of any injury or disease arising solely out of the employment with the City and in no way related to any prior existing condition, the City shall provide up to six (6) months of Industrial Accident Salary Continuance during any two-year period under the following conditions:

1. In the event the employee qualifies for compensation under State law, the employee shall receive the difference between the Workers' Compensation payments and his/her regular salary;
2. The employee shall accrue sick leave or vacation leave during the time the employee is receiving Industrial Accident Salary Continuance ;



3. The employee's condition is not permanent and stationary as determined by the City appointed physician.

In the event of an on-the-job injury or accident resulting in loss of time beyond that required for immediate medical attention, such employee may be required to be examined by a licensed physician appointed by the City of Irvine.

Any on-the-job injury or accident must be reported to the employee's immediate supervisor within twenty-four (24) hours after said injury or accident. Failure to report said injury or said accident shall be grounds for disciplinary action.

K. Administrative Leave

Effective the first pay period beginning in January of each year, employees will receive forty (40) hours of Administrative Leave per calendar year. Administrative Leave will be prorated on a monthly basis for supervisory/administrative employees appointed during the calendar year. The dates an employee may take his/her administrative leave shall be determined by the Department Director or the designee with due regard for the wishes of the employee and particular regard for the needs of the City. 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. Such hours shall not accrue from year to year nor be paid off upon termination. This leave has no cash value and cannot be cashed out. If, at the end of the pay period which includes January 1, employees have any of this leave on the books, with the first full pay period beginning in January, they will be provided with whatever amount of leave is necessary to bring their bank up to 40 hours.

The City shall convert all unused 2020 Administrative Leave in the employee's bank as of December 31, 2020 (which would have otherwise expired as of January 1, 2021) to non-expiring, non-cashable, leave. This is a one-time conversion and all other provisions pertaining to the treatment and use of such leave remain in effect.

L. Leaves

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

## Article 16 – Holidays

### A. Administration of Holidays

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

New Year's Day  
Martin Luther King Jr. Day  
Washington's Birthday  
Memorial Day  
Independence Day (4<sup>th</sup> of July)  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

Prior to the beginning of the calendar year, Human Resources will designate and announce the dates on which the above referenced holidays shall be observed. 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. An employee must be paid for all of the regularly scheduled workday immediately prior to a holiday and the regularly scheduled workday immediately after that holiday in order to receive holiday pay.

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

Regular full-time employees shall receive nine (9) hours pay for holidays observed on a Monday, Tuesday, Wednesday, or Thursday. Employees shall receive eight (8) hours pay for each of these holidays observed on a regularly scheduled working Friday. Regular full-time employees

working an eight (8)-hour, five (5)-day schedule will receive eight (8) hours pay for each of these holidays.

If a holiday falls on an employee's regularly scheduled day off, the employee will receive holiday pay for the holiday or may take off another day during the pay period with approval of his/her supervisor.

Employees assigned to work on authorized holidays shall receive regular holiday compensation and compensation in the form of premium overtime (one and one-half times the employee's hourly rate) for actual hours worked. At the request of the employee, and within the City's ability to maintain appropriate service levels, such assigned employees may be granted paid time off, in lieu of pay, within the pay period in which the holidays fall. If such time is not taken within the pay period, the employee shall automatically receive regular holiday compensation.

B. Holiday Leave

Effective in December 2017 and each year thereafter, employees will be provided with three days of paid leave to be used in the pay period(s) that include the Christmas Eve, Christmas Day and New Year's Holidays. The dates of the three "Holiday Leave" days will be designated annually by Human Resources. Employees will be provided with three days of paid leave based on the number of hours they are regularly scheduled to work on designated "Holiday Leave" days. Employees must use this leave on the designated days unless directed to work by the Department Director or designee. In cases where the employee is directed to work on such days, the employee will be credited with leave in an amount equivalent to what they would have used had they not been directed to work. In cases where a designated "Holiday Leave" day falls on an employee's regularly scheduled day off, the employee will be credited with leave in an amount equivalent to what they would have used had it been a regularly scheduled work day. Such leave shall have no cash value, and will expire if not utilized within the pay period that includes November 30 of the following year.

Employees wanting to take additional days off in conjunction with the observed Holidays and designated "Holiday Leave" days must utilize other accrued leave in accordance with existing rules.

The City shall convert all unused 2020 Holiday Leave in the employee's bank as of November 2020 (which would have otherwise expired as of November 2020) to non-expiring, non-cashable leave. This is a one-time conversion and all other provisions pertaining to the treatment and use of such leave remain in effect. Converted hours under this provision will be credited on or after January 1, 2021.

For 2019, the following shall be observed:

Monday 12/23 – Holiday Leave  
Tuesday 12/24- Christmas Eve  
Wednesday 12/25- Christmas Day  
Thursday 12/26- Holiday Leave  
Friday 12/27- Holiday Leave

For 2020, the following shall be observed:

Monday 12/21-Holiday Leave  
Tuesday 12/22-Holiday Leave  
Wednesday 12/23- Holiday Leave  
Thursday 12/24- Christmas Eve  
Friday 12/25- Christmas Day

For 2021, the following shall be observed:

Monday 12/20 – Holiday Leave  
Tuesday 12/21- Holiday Leave  
Wednesday 12/22- Holiday Leave  
Thursday 12/23 - Christmas Eve  
Friday 12/24- Christmas Day

For 2022, the following shall be observed:

Monday 12/19-Holiday Leave  
Tuesday 12/20-Holiday Leave  
Wednesday 12/21- Holiday Leave  
Thursday 12/22- Christmas Eve  
Friday 12/23- Christmas Day

For years subsequent to 2022:

Human Resources will designate and announce the dates on which the above referenced "Holiday Leave" days shall be observed.

#### Article 17 - Educational Reimbursement/Professional Development

Employees covered by this Agreement shall be eligible for reimbursement of pre-approved education or professional development expenses up to a maximum of \$1,300 per calendar year. Permitted use of funds, subject to approval of the Department Director, includes:

- Tuition, books, laboratory and parking fees.
- Certification maintenance and course fees.
- Professional association memberships, seminars, conferences, including material fees, and travel costs. Travel, hotel and meal expenses for conferences, seminars, and/or job-related training are allowed subject to all guidelines established by City travel policies and procedures.
- Technology purchases including smartwatches, tablets and laptops (cellular phones excluded).
- Purchase of business attire, suits and/or uniforms.
- Up to \$500 of the employee's annual allotment may be used towards gym membership fees, exercise classes, and unreimbursed expenses associated with longevity screenings and/or an annual physical.
- Reimbursement of work-related equipment purchases and expenses. The list of approved equipment/expenses will be maintained by the Department Director.

#### Article 18 - Personnel Files

The official personnel file for each City employee shall be maintained by Human Resources. Employees have the right to review their official personnel file in Human Resources by scheduling a specific date and time, at least twenty-four (24) hours in advance, with Human Resources staff.

A copy of any commendations, written warnings or reprimands, disciplinary actions, Personnel Action Forms and performance reviews placed in the employee's personnel file will be provided to the employee. The employee shall have an opportunity to respond in writing to documents placed in the file. This response will be filed with the original document.

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

#### Article 19 - Non Discrimination

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

#### Article 20 - Severability

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

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

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

Article 21 - Completion of the Meet and Confer Process

Each of the parties hereto agrees that it has had a full and unrestricted right to meet, advance, and discuss all matters properly within the scope of meet-and-confer, in accordance with State laws and local ordinances and regulations. The express provisions of this Agreement constitute the only limitations upon the City's right to determine, implement, supplement, change, modify or discontinue in whole or in part any term or condition of employment the City deems fit and appropriate; provided, however, that the City shall comply with all Federal and State laws relating to employee rights, opportunities, and benefits.

Article 22 – Term

The terms and conditions of this Agreement will be effective September 22, 2020 unless otherwise stated in the Agreement. This Agreement shall remain in full force and effect until June 30, 2023 and shall supersede all other Agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of September 22, 2020.

CITY OF IRVINE

By Lori Thompson

By Brian King

By Jimenez Medina

By \_\_\_\_\_

ASSOCIATED SUPERVISORY/  
ADMINISTRATIVE PERSONNEL

DocuSigned by:  
Joe Dill  
By 9B13E11C215E43A

DocuSigned by:  
Julie Bott  
By 659FCE5E8EE84B1...

DocuSigned by:  
Ian and Burgh  
By 68FE06C37F75457...

DocuSigned by:  
Kennifer Kaiser  
By 68E096A349472...

By Hidi Ernest

By \_\_\_\_\_



ATTACHMENT I  
CLASSIFICATIONS REPRESENTED BY  
ASAP

<u>POSITION TITLE</u>	<u>PAY GRADE</u>
Administrative Coordinator	9
Animal Care Administrator	16
Animal Care Center Supervisor	12
Animal Care Volunteer Program Supervisor	12
Animal Services Supervisor	12
Applications/Programmer Analyst	14
Aquatics Supervisor	12
Assistant City Clerk	14
Assistant City Engineer	18
Building Inspection Supervisor	14
Business Administrator	17
Business Services Administrator	16
Buyer	10
Capital Improvement Program Administrator	18
Code Enforcement Supervisor	14
Communications Bureau Supervisor	14
Community Development Project Administrator	19
Community Services Administrator	18
Community Services Superintendent	16
Community Services Supervisor	12
Construction Inspection Supervisor	14
Crime Analyst	11
Deputy Building Official	19
Emergency Management Administrator	16
Environmental Programs Administrator	18
Executive Coordinator	10
Executive Secretary	9
Facilities Construction Administrator	16
Facilities Maintenance Superintendent	17

Facilities Maintenance Supervisor	12
Finance Administrator	16
Finance Officer	18
Fleet Services Superintendent	17
Fleet Services Supervisor	12
FOR Families Supervisor	10
GIS Supervisor	16
Great Park Project Administrator	18
Great Park Property Administrator	18
Information Technology Administrator	20
Landscape Maintenance Superintendent	17
Landscape Maintenance Supervisor	12
Management Analyst I	11
Management Analyst II	13
Media Services Coordinator	11
Municipal Records Administrator	14
Neighborhood Services Administrator	17
Open Space Administrator	16
Permit Services Supervisor	14
Press Information Officer, IPD	16
Principal Plan Check Engineer	18
Principal Planner	17
Project Development Administrator	18
Public Information Officer	16
Public Safety Records Supervisor	11
Public Safety Technology Analyst	14
Public Safety Traffic Programs Supervisor	11
Public Works Administrator	18
Purchasing/Contracts Administrator	17
Real Property Administrator	18
Regulatory Affairs & Business Desk Supervisor	12
Senior Buyer/Contracts Coordinator	12
Senior Crime Analyst	13
Senior Management Analyst	15
Senior Media Services Coordinator	13
Social Services Supervisor/Counselor	12

Special Programs Administrator	16
Street Maintenance Superintendent	17
Street Maintenance Supervisor	12
Supervising Information Specialist	11
Supervising Traffic Systems Specialist	12
Supervising Transportation Analyst	15
Supervisor of Accounting Services	14
Transit Programs Administrator	16
Treasury Specialist	11
Veterinary Practice Supervisor	12

ATTACHMENT II  
NEW CONTRACT OPENER

The parties agree to begin good faith negotiations in June 2022 for a new contract which will begin upon termination of this contract. If the parties are mutually agreeable, the contemplated new contract can supersede whatever time remains on this contract. However, neither party is under any obligation to agree to amend any terms of this contract as part of the of the aforementioned good faith negotiations.