



MEMORANDUM OF UNDERSTANDING

BETWEEN

ASSOCIATED SUPERVISORY/ADMINISTRATIVE PERSONNEL

AND

CITY OF IRVINE

JULY 1, 2004 TO JUNE 30, 2006

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AND

CITY OF IRVINE

JULY 1, 2004 - JUNE 30, 2006

Article I – Preamble

This Agreement is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and City Resolution No. 341, for the purpose of memorializing the 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 II – 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 III – Purpose

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

#### Article IV – Scope

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

#### Article V - City Rights

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

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

#### Article VI - Employee Rights

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 the law.

#### Article VII - Association Rights

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

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

It is mutually understood and agreed that the City will, during the term of this Agreement, deduct bi-weekly dues and other fees as specified by 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 IX - 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 basic 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 X - 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 evaluation of Comprehensive Position Questionnaires using the DMG Point Factor Job Evaluation Matrix. The City will provide the Association with a current list of Pay Grade allocations, Attachment I, which will be effective the pay period, which includes July 1, 2004.

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. Pay Progression in a Salary Grade

All references to "Market Point" made within this section will refer to that point in the pay grade, which is exactly six percent (6%) below the maximum of the pay grade. The "Midpoint" will refer to that point in the pay grade at which exactly one-half (1/2) of the pay grade is below and one-half (1/2) of the pay grade is above that given point. Base pay will be limited to the employee's classification pay grade Market Point.

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 Market Point of a pay grade and all combinations of base and bonus pay progression will be limited to the Maximum of a pay grade, according to the following schedule:

| <u>Salary Placement in Pay Grade</u> | <u>Performance Level</u>   | <u>Pay Increase</u>                           |
|--------------------------------------|----------------------------|---|
| Less than Market Point               | Achieves Expectations      | 3% base adjustment, limited to Market Point   |
| Less than Market Point               | Achieves Expectations Plus | 4.5% base adjustment, limited to Market Point |

|                        |                      |   |
|------------------------|----------------------|---|
| Less than Market Point | Exceeds Expectations | 6% base adjustment up to Market Point and lump-sum bonus for any amount of the merit increase above Market- Point. Total combination of base and bonus pay will not exceed 6% |
|------------------------|----------------------|---|

| <u>Salary Placement in Pay Grade</u>  | <u>Performance Level</u>   | <u>Pay Increase</u>                            |
|---------------------------------------|----------------------------|--|
| Greater than or equal to Market Point | Achieves Expectations      | 0%   |
| Greater than or equal to Market Point | Achieves Expectations Plus | 0%   |
| Greater than or equal to Market Point | Exceeds Expectations       | 6% lump-sum bonus, up to maximum of pay grade. |

For reviews effective September 1, 2005 and thereafter, a performance-based fixed increase system will be implemented and the following provisions apply:

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 and bonus 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 Improvement | 0%  |
| Less than Maximum Range              | Successful                          | 5% base adjustment, limited to maximum of pay grade   |
| Less than Maximum Range              | Excellent                           | 5% base adjustment, limit to maximum of pay grade   |
| Less than Maximum Range              | Outstanding                         | 5% base adjustment, limited to maximum of pay grade or a combination of a base adjustment and lump-sum bonus of up to 5% and not to exceed a 2% bonus above the maximum of pay grade. |



| <u>Salary Placement in Pay Grade</u>   | <u>Performance Level</u>            | <u>Pay Increase</u> |
|--|-------------------------------------|---------------------|
| Greater than or Equal to Maximum Range | Unsatisfactory or Needs Improvement | 0%                  |
| Greater than or Equal to Maximum Range | Successful                          | 0%                  |
| Greater than or Equal to Maximum Range | Excellent                           | 0%                  |
| Greater than or Equal to Maximum Range | Outstanding                         | 2% lump-sum bonus   |

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

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.

D. Wage and Salary Range Adjustment

Effective the payroll period that includes July 1, 2004, the salary ranges of the classifications covered by this Agreement, and the base salary of employees in the bargaining unit who are actively employed as of July 1, 2004, shall be increased by two percent (2%).

Effective the payroll period that includes July 1, 2005, the salary ranges of the classifications covered by this Agreement and the base salary of employees in the bargaining unit who are actively employed as of July 1, 2005, shall be increased by two percent (2%).

Effective the payroll period that includes August 1, 2005, the market point of the salary ranges will be eliminated.

E. 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 privatization or contracting-out of a City service, the City will provide a severance. The severance will be equivalent to forty (40) hours of pay, at the 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 XI - Select Benefits Program

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.
- B. Employees not claiming dependents on their medical, dental, psychological and vision plans shall receive \$150 per month. The stipend may be used for deferred compensation, unreimbursed medical expenses, purchase of the enhanced dental plan, or taxable cash.

Article XII - 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 at one time during the second pay period of the month.

- 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.
- 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 XIII - Benefits

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

### Indemnity Medical Insurance

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

### Indemnity Dental Insurance

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

### Health and Dental Maintenance Organizations

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

### Psychological

One (1) group psychological plan.

### Vision

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

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

B. 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.

C. Pension

1. The provisions of this Section C.1 shall apply to employees, as of June 30, 2003, who elected to decline the CalPERS benefits.
  - a. The City shall invest an amount equal to fifteen percent (15%) of each employee's base salary in the City of Irvine Defined Contribution Pension Plan (DCPP). 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. Effective July 1, 2003, the City will deduct an amount equal to four percent (4%) of each employee's base salary to invest in the City of Irvine DCPP. It is understood that this payroll deduction shall be mandatory for all employees who elected to remain in the City of Irvine DCPP.
  - 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 C.2 of this article. Employees, who elected to remain in the City of Irvine DCPP, shall continue participation until the employee terminates his/her employment from the City for any reason.
  - d. The City will utilize retirement plan forfeitures to offset the cost of City of Irvine DCPP account management and administrative fees.

2. The provisions of this section C.2 shall apply to employees, as of June 30, 2003, who elected to waive their rights to the City of Irvine Defined Contribution Pension Plan (DCPP) and who elected to transfer to the CalPERS program.
  - a. The City's contract with CalPERS shall include the following options:
    - 2.7% @ 55 Full Formula for Local Miscellaneous Members (Cal. Govt. Code Section 21354.5)
    - One Year Final Compensation (Cal. Govt. Code Section 20042)
    - Military Service Credit as Public Service (Govt. Code Section 21024), in which the employee pays the entire cost
    - Improved Non-Industrial Disability Allowance (Cal. Govt. Code Section 21427)
    - 4<sup>th</sup> Level 1959 Survivor Benefits (Govt. Code Section 21574)
    - Limit Prior Service to Members Employed on Contract Date (Govt. Code Section 20938)
  - b. All employees hired on or after 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 DCPP referenced in Article XVII, Section D.1.
  - d. Once a member of the CalPERS plan, such participation shall continue until the employee terminates employment with the City for any reason.
  - e. The CalPERS vesting schedule shall apply (Cal. Govt. Code Section 21060).
  - f. Employer-Paid Member Contributions
    - 1) The 8% cost of the CalPERS member contributions will be shared by the City and the employee in the following manner:

- The City will contribute equal to 2.552% of the member's compensation earnable as reported to PERS.
- The employee will contribute equal to 5.448% of the member's compensation earnable as reported to PERS.

2) The employer-paid portion of the member contribution shall be considered deferred income for federal and state income tax purposes. Should any state or federal agency alter the current income tax treatment of such payments, the consequences of such action shall be the sole responsibility of the affected employees, and shall in no way alter any obligation of the City toward such employees.

D. Retiree Health Benefits

The City shall contribute an amount equal to two percent (2%) of each employee's base salary in a Retiree Health Savings (RHS) account. An employee who has retired from the City and has either attained the age of sixty (60) years or is fifty (50) years old and has completed five (5) years of service with the City shall be entitled to purchase the medical insurance plan in effect at the time of retirement at premium group rates for the employee and the employee's dependents at the cost of the employee.

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.

E. Life Insurance

Effective the month following the adoption of this Agreement, employees covered by this Agreement shall be provided a life insurance plan in the amount equal to a full year's base salary rounded up the next \$1,000 or \$40,000 whichever amount is greater.

F. Disability

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

Article XIV - Flexible Spending Account

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

XV - Annual Physical Examination

The City shall reimburse employees up to a maximum of \$250 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 XVI - Leaves

A. Vacation

Employees shall accrue vacation credits as follows:

| <u>Years of Service</u> | <u>Annual Vacation Credits</u> |
|-------------------------|--------------------------------|
| 1 through 3             | 3 weeks (120 hours)            |
| After 3 through 10      | 4 weeks (160 hours)            |
| After 10 or more        | 5 weeks (200 hours)            |

Probationary employees shall not be eligible to utilize vacation credits. Employees may not accrue more than eighty (80) hours of additional vacation beyond the annual rate at which they are eligible to earn vacation credits. Example: an employee with two (2) years of service earns one-hundred twenty (120) hours of vacation. However, in this example the employee may accrue up to two-hundred (200) hours of vacation at any one time, then must use some vacation hours before earning additional vacation credits.

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. The City Manager may, under special circumstances, allow an employee to accumulate vacation credits beyond the maximum limits stated above.

In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

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

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

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

B. Vacation Buyback

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

C. Vacation Leave Hours into a Retiree Health Savings Account

A regular full-time employee with the City of Irvine may make an irrevocable election to contribute vacation leave hours into a Retiree Health Savings account on their final paycheck. The final paycheck contribution election will be offered annually during Open Enrollment for

disbursement in the following calendar year at the employee's time of separation, or if the employee does not leave in the following calendar year at the employee's time of separation.

D. Personal Sick Leave

Regular and probationary employees shall accrue personal sick leave credits at the rate of eight (8) hours per month. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or the designated department contact prior to or within one (1) hour after the time set for beginning his/her daily duties, or as may be specified by the director of 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, stating the cause of absence.

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

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.

E. 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 Human Resources annually.

Upon honorable retirement or separation, a regular full-time employee with less than ten (10) years or more continuous service may convert any accrued and unused sick leave to vacation hours at a ratio of 3 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 at the normal base pay rate. In this situation, the employee may exceed his/her vacation accrual limits.

A regular full-time employee with the City of Irvine may make an irrevocable election to contribute sick leave hours into a Retiree Health Savings account on their final paycheck. Conversion rate is based on years of service as referenced in the above paragraphs. The final paycheck contribution election will be offered annually during Open Enrollment for disbursement in the following calendar year at the employee's time of separation, or if the employee does not leave in the following calendar year at the employee's time of separation.

Effective July 1, 2004, regular employees with an excess of 250 sick leave hours as of the first pay period in October, may annually elect during Open Enrollment to contribute up to 96 hours of future accruable sick leave into a Retiree Health Savings Account. The conversion will be made during each pay period of the following calendar year. The election is irrevocable for the calendar year. Conversion rate is based on years of service as referenced in the above paragraphs.

F. Personal Leave/Family Sick Leave:

By January 1st of each year, regular and probationary employees may elect a Personal Leave benefit of thirty-two (32) hours per year or a Family Sick Leave benefit of forty (40) 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.

The Personal Leave benefit may be used by the employee to conduct personal business.

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

When absence for Family Sick Leave is for one workday or more, the employee may be required to file a physician's certificate with the Personnel Officer, stating the cause of the family illness. In order to receive compensation while absent on Family Sick Leave, the employee shall notify his/her immediate superior or designated department contact prior to or within one (1) hour of normally scheduled reporting time, or as may be specified by the department director or the City Manager.

G. Bereavement Leave

Regular or probationary employees shall receive credits not to exceed 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, children, step children, parents, brothers, sisters, step siblings, grandparents, grandchildren, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent.

H. 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.

I. 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.

J. Military Leave

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

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

K. Industrial Accident Leave

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

1. In the event the employee qualifies for compensation under State law, the employee shall receive the difference between the Workers' Compensation payments and his/her regular salary;

2. The employee shall accrue sick leave or vacation leave during the term of the Industrial Accident Leave taken;
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.

L. 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. 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.

M. 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.

N. City Hall Closure

During the term of this Agreement, City Hall will be closed on the following days:

- In the year 2004: Monday, December 27; Tuesday, December 28 and Wednesday, December 29.
- In the year 2005: Tuesday, December 27; Wednesday, December 28 and Thursday, December 29.

The above closure shall not be treated as holidays for purposes of compensation. Instead, the following provisions apply:

- Regular full-time employees who are regularly assigned to work the above listed days shall receive nine (9) hours, ten (10) hours or twelve (12) hours pay for those days listed above that fall on either Monday, Tuesday Wednesday or Thursday, depending on what work shift to which those employees are regularly assigned for those days of the week (i.e., if an employee is regularly assigned to work a 12-hour shift on Monday, December 27, 2004 and does not work pursuant to this provision, he/she would receive 12 hours pay).
- Regular full-time employees who are regularly assigned to work the above listed days shall receive eight (8) hours, ten (10) hours or twelve (12) hours pay for those days listed above that fall on Friday, depending on what work shift to which those employees are regularly assigned for those days of the week.
- Regular full-time employees who are regularly assigned to work the above listed days, and who work an eight (8)-hour, five (5)-day schedule will receive eight (8) hours pay for each of the days listed.
- If one or more of the days listed above falls on an employee's regularly scheduled day off, the employee will receive nine (9) hours vacation credit for those days listed above that fall on either Monday, Tuesday or Thursday, or eight (8) hours vacation credit for those days listed above that fall on a Friday.
- City Hall closure will not be paid to employees on unpaid leave.

Employees who are required to work on any of days listed above shall receive vacation credits on an hour-for-hour basis for hours actually worked in addition to the pay described above, excluding overtime hours, whether or not those employees were assigned to work. For employees who are assigned to work and do not report to work due to an unanticipated reason, this time off shall be counted against other paid leaves if available, rather than the pay described above.

## Article XVII – 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  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day (4<sup>th</sup> of July)  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

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

Regular full-time employees shall receive nine (9) hours pay for holidays observed on a Monday, Tuesday, Wednesday, or Thursday. Employees shall receive eight (8) hours pay for each of these holidays observed on a regularly scheduled working Friday. Regular full-time employees working an eight (8)-hour, five (5)-day schedule will receive eight (8) hours pay for each of these holidays. An employee must be paid for all of the regularly scheduled work assignment immediately prior to a holiday and the regularly scheduled work assignment immediately after that holiday in order to receive holiday pay.

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. If a holiday falls on an employee's regularly scheduled time off, the employee may take off another day during the workweek with approval of their 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 compensatory 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.

#### Article XVIII - Educational 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. 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 XXII of this MOU and Article 24 of the City's Personnel Rules and Procedures.

#### Article XIX - 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, twenty-four (24) hours in advance, with Human Resources staff. Documents designated by law as confidential shall not be subject to review by the employee.

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

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

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

### Article XXI- 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 XXII - 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 XXIII – Term

The terms and conditions of this Agreement will be effective July 1, 2004 unless otherwise stated in the Agreement. This Agreement shall remain in full force and effect until June 30, 2006.

Article XXIV - City Council Approval

It is the understanding of the City and ASAP that this Agreement shall have no force and effect whatsoever, unless and until adopted and ratified by the ASAP and adopted by Resolution of the City Council of the City of Irvine. Following approval by the City Council, the City shall implement the terms of this Agreement by appropriate ordinance, resolution, or other means.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 24<sup>th</sup> day of August.

CITY OF IRVINE

ASSOCIATED SUPERVISORY/  
ADMINISTRATIVE PERSONNEL

By \_\_\_\_\_

By\_\_\_\_\_

By \_\_\_\_\_

By\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By\_\_\_\_\_

## CLASSIFICATIONS REPRESENTED BY

ASAP

EFFECTIVE JULY 1, 2004

| POSITION TITLE                        | PAY GRADE |
|---------------------------------------|-----------|
| Administrative Coordinator            | 9         |
| Animal Care Center Supervisor         | 12        |
| Animal Services Supervisor            | 11        |
| Application/Programmer Analyst        | 14        |
| Aquatics Supervisor                   | 12        |
| Budget Officer                        | 18        |
| Building Inspection Supervisor        | 14        |
| Business Services Administrator       | 15        |
| Buyer                                 | 9         |
| City Engineer                         | 20        |
| City Traffic Engineer                 | 20        |
| Code Enforcement Supervisor           | 13        |
| Communications Bureau Supervisor      | 13        |
| Communications Services Coordinator   | 11        |
| Community Services Superintendent     | 16        |
| Community Services Supervisor         | 12        |
| Construction Inspection Supervisor    | 14        |
| Crime Analyst                         | 11        |
| Deputy Building Official              | 18        |
| Deputy City Clerk                     | 11        |
| Emergency Management Coordinator      | 12        |
| Enforcement Code Supervisor           | 13        |
| Executive Coordinator                 | 10        |
| Executive Secretary                   | 9         |
| Facilities Construction Admin.        | 16        |
| Facilities Maintenance Superintendent | 17        |
| Facilities Maintenance Supervisor     | 12        |
| Finance Administrator                 | 16        |
| Fleet Services Superintendent         | 16        |
| FOR Families Specialist               | 10        |
| GIS Supervisor                        | 16        |
| Information Technology Administrator  | 19        |
| International Program Coordinator     | 12        |
| Landscape Maintenance Superintendent  | 17        |
| Landscape Maintenance Supervisor      | 12        |
| Mail and Duplicating Supervisor       | 10        |
| Management Analyst I                  | 11        |
| Management Analyst II                 | 13        |

| POSITION TITLE                         | PAY GRADE |
|--|-----------|
| Media Services Coordinator             | 11        |
| Municipal Records Administrator        | 14        |
| Open Space Administrator               | 16        |
| Permit Services Supervisor             | 14        |
| Principal Plan Check Engineer          | 18        |
| Principal Planner                      | 17        |
| Project Development Administrator      | 18        |
| Public Information Officer             | 16        |
| Public Safety Records Supervisor       | 11        |
| Purchasing Agent                       | 15        |
| Regulatory Affairs Supervisor          | 12        |
| Senior Buyer                           | 10        |
| Senior Crime Analyst                   | 13        |
| Senior Management Analyst              | 15        |
| Social Services Supervisor/Counselor   | 12        |
| Special Events Administrator           | 13        |
| Strategic Programs Administrator       | 16        |
| Street Maintenance Supervisor          | 12        |
| Street Maintenance Superintendent      | 17        |
| Supervising Traffic Systems Specialist | 12        |
| Supervising Transportation Analyst     | 15        |
| Supervisor of Accounting Services      | 14        |
| Treasury Specialist                    | 11        |