



MEMORANDUM OF UNDERSTANDING

BETWEEN

IRVINE POLICE ASSOCIATION

AND

CITY OF IRVINE

JULY 16, 2005 – JUNE 30, 2007

IRVINE POLICE ASSOCIATION

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PREAMBLE

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

Article I - Recognition

The City hereby confirms its prior certification of the Irvine Police Association as an exclusive representative, as set forth in the Government Code and the City's employer-employee policy, of a unit consisting of all employees employed in the classifications of POLICE OFFICER, SENIOR POLICE OFFICER, and POLICE SERGEANT.

Article II - City Rights

Except as expressly limited by this Memorandum of Understanding or other applicable laws, the City retains the exclusive right (a) to direct employees of the Police Department; (b) to hire, promote, transfer, and assign employees to positions within the Department consistent with applicable classifications; (c) to dismiss employees because of lack of work; (d) to reprimand, demote, suspend or discharge employees; (e) to determine the mission of the Department, its budget, its organization, the number of employees and the methods and technology of

performing its work; (f) to take whatever action may be appropriate to carry out its mission in situations of

emergency. The parties further understand that all rights not clearly and expressly limited by this Memorandum of Understanding are expressly reserved to the City, even though not enumerated.

Article III - Employee Rights

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

Article IV - Association Rights

A. Payroll Deductions

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

B. Release Time for Association Business

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

Article V - Grievance Procedure

A. Matters Subject to the Grievance Procedure

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

B. Informal Grievance Adjustment

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

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

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

C. Formal Grievance Procedure

1. First Level

The formal grievance procedure may be followed on matters subject to this procedure only after failure to resolve a problem through informal grievance adjustment. If, after this discussion, the employee is not in agreement with the

decision reached, he/she may, within fourteen (14) calendar days, file a formal grievance in writing to his/her department director with a copy to the Personnel Officer, setting forth the section(s) of the MOU or Personnel Rules and Regulations allegedly violated and reciting all the facts and circumstances constituting the claimed violation. The department director shall make whatever investigation he/she deems necessary to allow fair consideration of the situation and shall present a written reply to the employee within 14 calendar days after receipt of the grievance. A copy of the reply shall be forwarded to the Personnel Officer.

2. Second Level

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

3. Third Level

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

a. Advisory Arbitration

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

Association and the City shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the State Mediation and Conciliation Service to supply a panel of seven (7) names of persons experienced in hearing grievances for cities. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Advisory Arbitrator. The order of striking shall be determined by lot.

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

The Advisory Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues of violation of the MOU that were submitted to advisory arbitration. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues of MOU violation by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the Advisory Arbitrator shall rule on the arbitrability of the issues.

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

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

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

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

b. City Manager Review

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

In instances when the Advisory Arbitrator provision of this procedure is not utilized or available, the City Manager shall conduct such hearings, in executive session open to all parties in interest as he/she may deem necessary and the City Manager shall render a final and binding decision within thirty (30) calendar days following the conclusion of the hearing.

D. General Conditions

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

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

Article VI - Disciplinary Action

A. Disciplinary Authority

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

B. Discipline Procedure

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

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

If the employee elects to respond in person, a meeting shall be scheduled with the department director or his/her designee, which ever is applicable, at which time the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.

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

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

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

C. Appeal

1. Right of Appeal

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

2. Appeal Procedure

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

3. Hearing Procedure

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

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

- c. The Hearing Officer shall determine the relevancy, weight and credibility of testimony and evidence. The Hearing Officer shall base his/her findings on the preponderance of evidence.
- d. Each side will be permitted an opening statement and closing argument. The department director shall first present his/her witnesses and evidence to sustain the charges, and the employee will then present his/her witnesses and evidence in defense.
- e. Each side will be allowed to examine and cross-examine witnesses.
- f. Both the department director and the employee or their respective designees may be represented by legal counsel.
- g. The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.
- h. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.
- i. The Hearing Officer shall prepare a recommended decision and forward it to the City Manager after the matter of appeal was taken under submission by the Hearing Officer. The recommended decision shall set forth which charges the Hearing Officer sustains or does not sustain and the reasons therefore.
- j. After receiving the recommendation of the Hearing Officer, the City Manager may sustain or reject any or all of the charges filed against the employee. He/she may sustain, reject or modify the disciplinary action invoked against the employee.
- k. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay for necessary costs.

D. Dismissal

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

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

Article VII - Existing Conditions of Employment

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

Article VIII - Wages

A. Salary Adjustments

The criteria for advancement within salary ranges which appear in the City's Personnel Rules and Regulations are set forth in Attachment III. The salary ranges of classifications covered by this Agreement shall be as set forth in the Schematic Arrangement of Class Titles and salary ranges as shown on Attachment IV. Effective July 1, 2003, the Senior Police Officer program will be terminated. No Senior Police Officer positions will be created and no individuals will be hired or promoted into Senior Police Officer positions once they become vacant. Current Senior Police Officers will retain their exiting classification title and salary range including all base pay and range adjustments according to the terms and conditions of this agreement. The salary range for the current Senior Police Officers shall continue to remain 12.5% above the classification of police officer.

Effective the payroll period that includes July 16, 2005, the base salary of employees in the bargaining unit shall be increased by four and one half percent (4.5%).

Effective the pay period that includes July 1, 2006, the base salary of employees in the bargaining unit shall be increased by four percent (4%).

Effective July 16, 2005, employees whose salary is within four percent (4%) of the top of their salary range and who receive an "Outstanding" performance evaluation on their annual review, will receive a two percent (2%) Outstanding Performance Lump- Sum Bonus.

Article IX - Overtime

A. General Overtime

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

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

- | | |
|---|---------------------------|
| a) Two percent "exceeds objectives" bonus | h) Investigation pay |
| b) Standby pay (dollars, not hours) | i) Motor officers' pay |
| c) Court standby pay (dollars, not hours) | j) Special Operations pay |

- d) Firearms qualification compensation
- e) Intermediate P.O.S.T Certificate
- f) Advanced P.O.S.T Certificate
- g) Supervisor's P.O.S.T Certificate
- k) Field training pay

B. Special Events

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

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

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

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

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

will

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

- (2) Any school sponsored event where associated student body funds are utilized for payment, i.e., basketball games and dances, may be filled with a combination of full-time sworn and reserve personnel.
 - (3) Individuals signing up for a special event shall be subject to the direction of the Special Events Coordinator under normal circumstances; however, in the event of an emergency or unusual occurrence, the ranking officer present will assume command control of the situation.
 - (4) Minimum staffing levels established for an event do not preclude the Coordinator from adding personnel when the need dictates. In such cases, additional positions would be added as a supplement to the original roster and placed directly in the Special Events Book by the Coordinator.
 - (5) Any employee on a performance action plan is prohibited from working a special event.
- k. On special event assignments where a supervisor's position is listed for a specific detail, i.e., Irvine Meadows - Traffic Control, or Irvine Meadows - Parking Lot, another position with the same amount of hours shall be designated "Officer." Only Police Officers and Senior Police Officers will be allowed to sign up for this position, except pursuant to Section j. (1) above. If no supervisor's position is designated, the detail will be open to all sworn personnel below rank of Lieutenant.

C. Compensation for Court Stand-by and Appearance Time

1. Standby Time

Any Police Officer, Senior Police Officer or Sergeant required to remain at his/her residence and/or promptly available by phone or pager while in an off-duty status because he/she is put "on-call" for court appearance, will receive a sum equivalent to two hours of regular salary at his/her base hourly rate. In the event that a morning on-call status continues beyond the court's noon recess, the employee will receive an additional sum equal to two hours at his/her hourly base rate.

2. Court Appearance Time

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

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

D. Firearms Qualification Compensation

Police Officers, Senior Police Officers, and Sergeants not assigned to shifts that overlap normal shooting range hours shall be eligible for overtime compensation of time and one-half for actual hours spent qualifying at the range. Verification shall be made by the shift supervisor when the Officer attaches the range receipt to an accrued time slip. It is expressly understood that Officers will be required to qualify at the discretion of the City, but that such requirement will be no less than every other month.

Article X - Benefits

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

Medical

One (1) indemnity medical plan (Blue Cross Prudent Buyer).

Two (2) health maintenance organizations (HMO) (Blue Cross California Care and Kaiser)

Dental

Two (2) indemnity dental plans, a standard and an enhanced plan (Mutual of Omaha). The costs of the enhanced plan, if selected by the employee, shall require employee premium contributions for the amount in excess of the premium for the standard plan.

One (1) dental HMO (Guardian)

One (1) group dental PPO (MO)

Psychological

One (1) group psychological plan (Cigna).

Vision

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

- B. Effective July 1, 2003, the total cost to the City for medical, dental, and vision insurance shall not exceed the following per month:

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

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

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

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

- D. Citywide Insurance Committee

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

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

E. Disability Insurance

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

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

2. Pursuant to the City of Irvine Personnel Rules and Procedures, Article 14, Section 5, the City shall continue to pay for the health and dental benefits for the first six months for the employee out on long-term disability.

F. Life Insurance

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

Article XI - Sworn Employees Retirement Plan

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

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

percent (100%), and in the event that an eligible employee continues to work beyond the age of fifty that employee shall receive retirement benefits in an annual amount equal to the following schedule:

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

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

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

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

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

due to involuntary retirement shall be as set forth in the City's Defined Benefit Plan.

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

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

2. Purchase of Service Credits

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

3. Retirement Plan Governance

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

4. Participation

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

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

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

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

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

2. Employer-Paid Member Contributions

The City will contribute the member contribution on behalf of each employee, equal to 9% of the member's compensation earnable as reported to PERS.

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

3. Uniform Evaluation

Sworn officer uniforms will be valued annually and shall be expensed for PERS purposes on a bi-weekly basis.

C. Retiree Health Benefits

Each employee covered by this Agreement shall contribute three percent (3%) of his/her base pay towards a Voluntary Employees' Beneficiary Association (VEBA) Trust, which shall be entirely established and administered by the Irvine Police Association.

D. Extension of Health Insurance Beyond Retirement

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

Effective July 1, 2001, the City will amend the Citywide medical insurance plan to allow for a spouse of an eligible retired unit member to continue to purchase the medical insurance after the death of the retired employee, provided that the spouse was covered under a City insurance plan at the time of the retired employee's death and provided that there has been no break in coverage since the employee's retirement. This eligibility for continued coverage ceases if such spouse remarries.

Article XII - Flexible Spending Account

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

Article XIII - Leaves

A. Vacation

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

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

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

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

Newly hired employees who are on probation shall not be eligible to utilize vacation credits during the first 12 months. Employees shall not accrue more than 80 hours of accumulated vacation beyond their annual accrual (e.g., for Sergeants with 1 to 3 years of service no accrual beyond 200 hours accumulated vacation). When an employee earns vacation in excess of the cap on accrual, the employee shall be paid for the vacation during the pay period earned and at the employee's base rate of pay. The times during a calendar year at which an employee may take his/her vacation shall be determined by the department director with due regard for the wishes of the employee and particular regard for the needs of the City.

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

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

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

B. Vacation Buy-back

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

C. Personal Sick Leave

Regular and probationary employees shall accrue personal sick leave credits at the rate of eight (8) hours per month.

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

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

D. Personal Sick Leave Conversion

1. Regular employees having less than ten (10) years of consecutive full-time service shall be eligible, if they so desire, each quarter (January 1, April 1, July 1, October 1) to convert unused personal sick leave in excess of 168 hours at a rate of 24 hours of sick leave for 8 hours of accumulated vacation (33% ratio). Any sick leave converted pursuant to this provision must be in increments of 24 hours. One hundred and sixty-eight hours (168) must be accrued prior to converting any excess Personal Sick Leave credits to vacation credits. Employees with at least ten (10) years of full-time consecutive service and who have used no sick leave in the previous quarter shall be eligible to convert excess sick leave at the ratio of eight (8) vacation hours for every 16 sick leave hours (50% ratio).
2. For those employees who separate from the City for any reason other than discipline, sick leave will be converted to cash based on the conversion rate chart below (Involuntary medical separation is not considered separation due to discipline).

Sick leave conversion rate upon retirement shall be as follows:

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

Upon death of an employee, the designated beneficiary shall receive the full value of applicable conversions.

E. Personal Leave/Family Sick Leave

1. By January 1st of each year, regular and probationary employees may elect a Personal Leave benefit of 32 hours per year or a Family Sick Leave benefit of up to 40 hours per year. Such hours shall not be carried over from year to year. Regular and probationary employees who commence employment with the City or return from an unpaid leave of absence from the City after January 1 will receive eight hours less Personal Leave for every four (4) months the employee is not on paid status with the City, or if Family Sick Leave is selected by the employee, he/she will not be granted eight hours Family Sick Leave for every three (3) months the employee is not on paid status with the City.
2. The Personal Leave benefit may be used by the employee to conduct personal business. The employee shall notify his/her immediate or designated supervisor of the use of a Personal Leave day at least 48 hours in advance unless circumstances beyond the employee's control prevent such notification.

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.

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 nature of the family illness. In order to receive compensation while absent on Family Sick Leave, the employee shall notify his/her superior or the designated department contract prior to or within two (2) hours of his/her scheduled reporting time to work.

F. Bereavement Leave

Regular and probationary employees shall receive credits of up to forty (40) hours per calendar year for absence necessitated by the death of immediate family members. Such credits shall not be carried over from year-to-year. Regular and probationary employees who commence employment with the City or return from an unpaid leave of absence from the City after January 1, will receive eight (8) hours less Bereavement Leave for every three (3) months the employee is not on paid status with the City. The immediate family shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent.

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

G. Parenthood Leave

A regular employee may be granted a temporary parenthood leave of absence without pay upon approval from the City Manager not to exceed 180 calendar days per year upon presentation of evidence to his/her department director of the birth or adoption of the employee's child.

H. Jury Duty

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

remuneration.

I. Military Leave

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

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

J. Industrial Accident Leave

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

In such case of injury or disease arising out of or during the course of employment and is compensable under State law and is considered temporarily disabled and not permanent and stationary, the employee shall receive the difference between any Workers' Compensation payments and her/his regular salary for a maximum of twelve (12) calendar months.

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

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

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

Article XIV - Holidays and Holiday Pay

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

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

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

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

Compensatory Time Off. Such compensatory time off may be taken within the twelve (12) month period following holiday worked in accordance with Article XVIII.

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

Article XV - Police Professional Achievement Program

1. Effective through June 30, 2006:

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

Effective the pay period following the adoption of this Agreement, any lateral Police Officer or Senior Police Officer who has completed his/her field training program shall be entitled to a bonus in an amount equal to five percent (5%) over and above the base salary upon attainment of an Intermediate P.O.S.T. certificate or an amount equal to ten percent (10%) over base salary upon attainment of Advanced P.O.S.T. certificate.

B. Any Sergeant who has completed more than one full year of service with the City shall be entitled to a bonus in an amount equal to five percent (5%) over and above base salary upon attainment of a Advanced P.O.S.T. Certificate and an additional amount equal to five percent (5%) over the base salary upon completion of a P.O.S.T. Supervisor's

Course or another similar and appropriate course approved by management. This benefit shall cease if a Sergeant is not eligible and/or does not apply for his/her P.O.S.T. Supervisor Certificate within two years of being promoted.

2. Effective beginning July 1, 2006:

A. Any Police Officer or Senior Police Officer who has completed one (1) full year of service with the City shall be entitled to a bonus in an amount equal to five percent (5%) over and above the base salary upon attainment of an Intermediate P.O.S.T. certificate or an amount equal to twelve percent (12%) over base salary upon attainment of Advanced P.O.S.T. certificate.

Effective the pay period following the adoption of this Agreement, any lateral Police Officer or Senior Police Officer who has completed his/her field training program shall be entitled to a bonus in an amount equal to five percent (5%) over and above the base salary upon attainment of an Intermediate P.O.S.T. certificate or an amount equal to twelve percent (12%) over base salary upon attainment of Advanced P.O.S.T. certificate.

B. Any Sergeant who has completed more than one full year of service with the City shall be entitled to a bonus in an amount equal to seven percent (7%) over and above base salary upon attainment of an Advanced P.O.S.T. certificate and an additional amount equal to five percent (5%) over the base salary upon completion of a P.O.S.T. Supervisor's Course or another similar and appropriate course approved by management. This benefit shall cease if a Sergeant is not eligible and/or does not apply for his/her P.O.S.T. Supervisor Certificate within two years of being promoted.

Article XVI - Special Assignment Compensation

A. Investigation

Police Officers, Senior Police Officers and Police Sergeants (including Traffic Sergeants on-call) regularly assigned to activities involving generalized investigation, intelligence investigation, narcotics investigation, traffic investigation, and/or crime scene

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

Police Officers/Senior Police Officer	\$275
Police Sergeants	\$325

B. Motorcycle Duty

Employees assigned to motorcycle duty shall be paid an additional special assignment compensation of \$220 per month. This compensation shall be considered and reported as compensation earnable to the extent permitted by the Public Employees Retirement law.

C. Special Operations Unit

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

Police Officers/Senior Police Officers	\$115
Police Sergeants	\$135

D. Field Training Officers

To recognize the extra responsibility and personal commitment involved in the FTO Program, Police Officers serving as Field Training Officers shall receive a bonus over their base salary during the period of such assignment

Effective the pay period that includes July 1, 2003, the monthly Special Assignment Compensation bonus for Field Training Officers shall be six percent (6%) of the employee's base rate of pay.

1. Each FTO assignment will be reviewed by the Division Commander every six months. At that time, the Division Commander will review the performance and contributions of each officer, and either retain the officer or remove him/her from the program. An officer removed from the assignment may appeal the reassignment to the Director of Public Safety.
2. Each FTO will be expected to maintain a minimum of an overall competent rating on their performance appraisals and can be removed from the program, at any time, for a major disciplinary violation which in the opinion of the Division Commander may affect that individual's effectiveness as an FTO.
3. The duties and responsibilities for FTO's will be as determined appropriate by the Division Commander.
4. Specific criteria and/or testing and selection methods would be established by the FTO Coordinator and approved by the Field Services Division Commander.
5. Once each calendar year during the month of January, the Division Commander will review projected needs and determine the number of FTOs to be retained through December 31 of each year.
6. It is understood that employees who are in more than one special assignment for which compensation for being on call may be paid, will only receive compensation for the more highly compensated special assignments.

E. Bilingual Pay

The Police Chief shall designate which positions shall be assigned bilingual duties and which languages shall be eligible for bilingual pay. Qualified employees who meet the following criteria shall receive an additional \$50.00 per month, paid at one time during the second pay period of the month, while serving in such position and utilizing such

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

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

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

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

F. Canine

Canine officers will receive an additional special assignment compensation of 15 hours/month at 2/3rds of their regular hourly rate of pay at time and a half for canine duties. This compensation shall be considered and reported as compensation earnable to the extent permitted by the Public Employees Retirement law.

Article XVII - Plain Clothes Assignments

Employees working in plain clothes special assignments may receive up to \$300 per year in reimbursement for clothing costs. The \$300 per year is to be derived from the Department's uniform account and is to be handled by modifying the Department procedure on uniforms.

Article XVIII - Compensatory Time Off

A. Accrual of Compensatory Time Off (CTO)

Effective July 1, 1998, Police Officers, Senior Police Officers, and Sergeants may accumulate a maximum of eighty (80) hours of compensatory time off in lieu of premium overtime compensation. The rate of accrual shall be one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Since employees will be accruing one and one half (1 1/2) hours of compensatory time for each hour of overtime worked, employees will reach their maximum CTO accruals once they have worked 53.3 overtime hours.

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

"Overtime hours" includes all time worked or deemed to have worked (which includes authorized absences for sick leave, holiday, vacation and other paid leaves of absence or time taken for compensatory time off) in excess of: a) the employee's regularly scheduled work shift; or b) 80 hours per two-week pay period. Payment of overtime will

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

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

1. Holidays pursuant to Article XIV
2. Supervisor approved report writing and/or investigative follow-up at the end of the shift
3. Draft fills (unplanned shift vacancies that necessitate a non-voluntary fill to meet minimum staffing requirements)

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

B. Utilization of Compensatory Time Off (CTO)

1. Employee requests to use accrued CTO shall be granted provided employee submits the request to the affected shift supervisor at least seven (7) calendar days in advance, and has arranged for a fill; unless the employee's absence impacts vital departmental operations as determined by the Division Commander or the Lieutenant in charge.
2. Any employee filling for a CTO absence shall only receive premium pay at one and one-half times for each hour worked except under the condition described in Article XVIII Section A.

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

Article XIX - Hours of Work

The 4-10 work schedule shall be ten (10) hours per day including briefing and lunch, for four (4) days during a one week period. Management will determine shift starting times and shift configuration under the 4-10 plan.

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

Article XX - Education Reimbursement/Professional Development

Regular employees shall be eligible for reimbursement of approved education expenses, including tuition, books, laboratory fees and parking fees to a maximum of \$1,300 per calendar year. \$350 of the above allocations may be used for approved professional development programs in accordance with city policy.

Article XXI - Promotional Procedures

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

Article XXII - City Manager's Award for Employee Achievement

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

Article XXIII - Completion of Meet and Confer Process

Each of the parties hereto agrees that it has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meet-and-confer in accordance with State laws and local ordinances and regulations. Except as otherwise provided herein during the term of this Memorandum of Understanding, the parties expressly waive and relinquish the right to meet and confer except by their mutual consent with respect to any subject or matter, whether referred to or covered by this Memorandum of Understanding or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City and Association at the time they met and conferred or executed this Memorandum of Understanding, and even though subjects or matters were proposed and later withdrawn. The express provisions of this Memorandum of Understanding constitute the only limitations upon the City's rights to determine, implement, supplement, change, modify, or discontinue in whole or in part any term or condition of employment the City deems fit and appropriate, provided, however, that the City shall comply with all federal and State laws relating to employee rights, opportunities, and benefits, except for the requirement to meet and confer with regard to such change, alterations, modifications, or exercise of the reserve powers of this Memorandum of Understanding, which right has been expressly waived by the Association.

Article XXIV - Concerted Activities

Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association hereby agrees that during the term of this Memorandum of Understanding, neither it nor its members or agents, representatives or persons acting in concert with any of them, shall incite, engage or participate in any strike, walkout, slowdown, sick-out or other work stoppage of any nature against the City whatsoever, or wheresoever located, including but not limited to disputes which are related to the subject matter contained in this Memorandum of Understanding; disputes which are specifically not subjects of this Memorandum of Understanding; disputes between the City and other employee organizations, persons or employees; jurisdictional disputes. In the event of any strike, walkout, slowdown, sick-out or other work stoppage or threat thereof against the City, the Association and its officers will take all steps reasonably within their control to end or avert the same.

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

Article XXV - Term

The terms and conditions of the MOU will be effective the date of City Council adoption of the Agreement unless otherwise stated in the MOU. The Agreement shall remain in force and effect until June 30, 2007, and supersedes all other agreements between the parties.

Article XXVI - City Council Approval and Association Ratification

It is the understanding of the City and the Association that this Agreement shall have no force or effect whatsoever unless ratified by the Irvine Police Association and adopted by Resolution of the City Council of the City of Irvine. Each Party agrees to use its best efforts to obtain necessary approvals for this Agreement to become effective. Following approval of the City Council, the City shall implement the terms of this Agreement by appropriate ordinance, resolution or other means.

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

CITY OF IRVINE

IRVINE POLICE ASSOCIATION

BY _____

BY _____

BY _____

BY _____

BY _____

BY _____

BY _____

BY _____

BY _____

BY _____

Approved as to form:

Attorney for the City

Attorney for the Association

ATTACHMENT I

Side Letter – Probationary Period for Lateral Transfers

The probationary period for the Lateral Transfers shall be reduced to 12 months, subject to extension to the extent permitted in the City of Irvine Personnel Rules and Regulations.

ATTACHMENT II

VERIZON WIRELESS STAFFING MATRIX

I. Irvine Meadows

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

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

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

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

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

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

*Event coordinator is included under supervisor category.

ATTACHMENT III

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

SEC. 1 "Performance Evaluation:"

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

SEC. 2 "Performance Appraisals:"

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

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

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

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

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

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

- Employees whose salary is below the maximum of their salary range, and who receive a “competent” performance review, will be eligible for a 5% base salary adjustment up to the maximum.
- Employees whose salary is below the maximum of their salary range, and who receive an “excellent” performance review, will be eligible for a 6% base salary adjustment up to the maximum.
- Employees whose salary is below the maximum of their salary range, and who receive an “outstanding” performance review, will be eligible for an 8% base salary adjustment up to the maximum.
- Employees whose salary is near the maximum of their salary range, and who receive a “competent” or “excellent” or “outstanding” performance review, will only receive that portion of the pay increase which increases their base pay up to the maximum of the salary range.
- Employees who receive a “needs improvement” performance review are not eligible for any salary increase.
- Employees whose salary is at the maximum of their salary range, and who receive a “competent” or “excellent” performance review, are not eligible for any salary increase.
- Employees who are within 4% of the maximum of their salary range and who receive an “outstanding” performance review, will be eligible for a 2% lump-sum bonus beyond the salary range maximum, in addition to any base salary adjustment up to the salary range maximum.

- Employees who are at the maximum of their salary range and who receive an “outstanding” performance review will be eligible for a 2% lump-sum bonus beyond the salary range maximum.
- Bonus pay increases must be re-earned each year.
- The dates for performance reviews and eligibility for merit pay adjustments will be adjusted for unpaid leaves of absence in excess of thirty (30) days.

ATTACHMENT IV
IRVINE POLICE ASSOCIATION

Schematic Arrangement of
Class Titles and Salary Ranges
For Police Officer, Senior Police Officer, and Police Sergeant
(Non-Exempt)

EFFECTIVE JULY 16, 2005

<u>CLASS TITLE</u>	<u>APPROXIMATE HOURLY RATE</u>	<u>APPROXIMATE MONTHLY EQUIVALENT</u>	<u>APPROXIMATE ANNUAL RATE</u>
Police Officer	\$25.26 – 35.80	\$4,378 – 6,206	\$52,536 – 74,471
Sr. Police Officer	\$28.48 – 40.37	\$4,936 – 6,997	\$59,232 – 83,961
Police Sergeant	\$32.75 – 46.43	\$5,677 – 8,048	\$68,128 – 96,572

EFFECTIVE JULY 1, 2006

<u>CLASS TITLE</u>	<u>APPROXIMATE HOURLY RATE</u>	<u>APPROXIMATE MONTHLY EQUIVALENT</u>	<u>APPROXIMATE ANNUAL RATE</u>
Police Officer	\$26.27 – 37.24	\$4,553 – 6,454	\$54,637 – 77,450
Sr. Police Officer	\$29.62 – 41.98	\$5,133 – 7,277	\$61,601 – 87,319
Police Sergeant	\$34.06 – 48.29	\$5,904 – 8,370	\$70,853 – 100,435

ATTACHMENT V

IPA Retiree Health VEBA

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

ATTACHMENT VI

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

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

BACKGROUND FACTS

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

AGREEMENT

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

1. Agreement Is Part of the MOU

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

2. PERS Benefits are Contingent

The PERS benefits provided in Article XI.B of the MOU shall be provided to active IPA employees only upon the occurrence of all of the following events:

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

3. Effective Date of Change to PERS

- a. The effective date of the PERS retirement plan shall be January 5, 2002, or as soon thereafter as is practical pursuant to an agreement between the City and PERS.
- b. No change shall be effective prior to the date that all elections and choices described herein are completed, all necessary or appropriate agreements have been executed with PERS, and all necessary and appropriate actions taken under such agreements.

- c. Prior to the effective date of a change to PERS (if any), the terms and conditions of the City DB plan shall govern the benefits of all IPA-represented employees. Therefore, for example, the City DB plan shall govern the benefits paid and payable to IPA employees prior to such effective date for events such as: retirement, death, disability and purchase of service.
- d. The City shall expeditiously take all reasonable steps to provide for an effective date of January 5, 2002. However the City and IPA recognize and acknowledge that PERS has authority over the timeline for implementation and may be unable to act as quickly as is preferred by either the City or the IPA.

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

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

5. Elections Required To Join PERS

- a. All active employees represented by the IPA, and other eligible employees pursuant to rules of PERS, including the current active members of the IPMA, will participate in an election to choose (or not choose) PERS instead of the City DB plan.
- b. The election shall occur at the time and place and in the manner prescribed by PERS rules and in accordance with the agreement between the City and PERS.

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

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

- a. If the conditions required for a transfer from the City DB plan to PERS are satisfied, then the City shall direct the Board of Trustees of the City DB plan to transfer all appropriate assets (except as provided below) of the City DB plan directly from the trust of the City DB plan to the appropriate PERS fund. Such transfer shall occur at the time and in the manner set out by agreement between the City and PERS and in accordance with the PERS rules.

- b. Assets shall be retained in the trust fund under the City DB plan in an amount to pay for benefits accrued to date and reasonably projected to be accrued during the relevant plan members' remaining working lifetime for IPA employees who choose to remain in the City DB plan.

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

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

8. Administration of the City DB plan

- a. Prior to a transfer (if any) of any assets or liabilities from the City DB plan to PERS, the City DB plan shall be governed in accordance with the current plan document, trust document and current practices.
- b. The City shall have full responsibility and authority, as Plan Administrator of the City DB plan, to implement any agreement of transfer of assets and benefit liabilities from the City DB plan to PERS.
- c. The Board of Trustees under the City DB plan shall be directed by the City to cooperate to the fullest possible extent with the Plan Administrator, the City, and PERS to transfer and to facilitate the transfer of assets of the City DB plan to the appropriate PERS fund.
- d. After the transfer (if any) of assets from the City DB plan to PERS has been substantially completed, the City shall amend the City DB plan to reconstitute the Board of Trustees to consist of one or more persons who can most appropriately (in the judgment of the City) act as trustee for the limited amount of assets remaining in the City DB plan. The City shall also amend the City DB plan to limit the role of the

Committee under the City DB plan to making disability determinations in the manner that it currently does.

9. Termination of the City DB plan

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

10. Miscellaneous

a. The City, as administrator of the City DB plan and contracting employer under any PERS contract, shall have the responsibility and the authority to take all actions reasonable and appropriate to implement this Agreement, including but not limited to interpreting its provisions.

b. To the extent that conflict exists between this Agreement and the MOU, this Agreement shall govern.

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

CITY OF IRVINE

IRVINE POLICE ASSOCIATION

_____, 2000

_____, 2000

ATTACHMENT VII

1998 ROTATION PLAN

1. PURPOSE:

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

2. PERFORMANCE:

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

3. SERGEANTS:

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

4. SENIOR OFFICERS:

Specialty assignments will no longer be designated as “Senior Officer” or “Officer” positions. Rotation into “Officer” level specialty assignments will no longer be dependent upon “Senior Officer” or “Officer” designation.

5. OFFICERS:

In general, specialty assignments for Officers and Senior Officers will be as set out in the chart below. The length of any such assignment may be modified based upon departmental need, such as multiple rotations within a unit, staffing shortages, lack of applicants, etc., as determined by the Chief of Police.

4-Year Assignments

DARE

General Investigation

Narcotics Investigation

School Resource Officer

Traffic Investigation

Traffic Enforcement

3-Year Assignments

Personnel Services

Professional Standards

Special Enforcement Team

Other Assignments

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

Special Operations Unit - Add MOU language similar to FTO (See attachment)

6. NEW SPECIALTY ASSIGNMENTS:

The Chief of Police shall have the ability to create new specialty assignments, such as intelligence officer, press information officer, administrative sergeant, etc. The Chief of Police shall have the ability to designate such new assignments to one of the above rotation schedules or as an “at-will” position, following the guidelines in paragraph 12.

7. RETURN TO PATROL:

Upon completion of specialty assignments, Sergeants, Senior Officers and Officers will be required to return to patrol for two shift rotations before being assigned to another specialty assignment. The lack of qualified applicants for a specialty assignment (as determined by management) may excuse the two shift rotations in patrol.

8. SPECIALTY ASSIGNMENT TO SPECIALTY ASSIGNMENT:

Movement from one specialty assignment to another would be allowed as part of department succession planning, however, the total length of the combined specialty assignments will not exceed the length of the original specialty assignment. *For example, a Traffic Investigator is*

appointed for four years and at the end of the third year is transferred to School Resource Officer. The Officer could only work as an SRO for one year, completing the original four-year rotation.

9. NEWLY CREATED SPECIALTY ASSIGNMENTS:

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

10. SPECIALTY ASSIGNMENT SELECTION PROCESS:

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

11. "GRANDFATHERED" POSITIONS:

Those individuals who were "grandfathered" under the 1986 rotation plan, retain their status under this plan. It is understood, however, that grandfathered personnel may be removed from their assignments based upon unsatisfactory performance.

If grandfathered personnel are transferred within their bureau/assignment for departmental need, they retain their grandfathered status. If a grandfathered employee initiates the transfer within their bureau/assignment, the employee loses his/her grandfathered status and assumes the rotation schedule for the new assignment.

Any employee who enters a specialty assignment that was previously grandfathered will assume the appropriate rotation schedule for the assignment.

12. CHIEF OF POLICE GUIDELINES:

The Chief of Police may designate up to three “at-will” positions from either existing or newly created specialty assignments. In addition, the Chief may designate up to four “at-will” positions when 155 sworn positions are authorized and five “at-will” positions when 160 sworn positions are authorized.

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

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

13. **APPLICABILITY OF THE 1998 ROTATION PLAN:**

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

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

1. The SOU Lieutenant will review each SOU assignment once a year. At that time, the SOU Lieutenant will review the performance and contributions of each officer, and, with the approval of the Operations Division Commander, either retain the officer or remove him/her from the program. An officer removed from the assignment may appeal the reassignment to the Director of Public Safety.
2. Each SOU member will be expected to maintain a minimum of an overall competent rating on his/her performance appraisal. Each SOU member can be removed from the program, at any time, for a major disciplinary violation, which in

the opinion of the Operation Division Commander may affect the individual's effectiveness as an SOU member.

3. The duties and responsibilities for SOU members will be as determined appropriate by the Operations Division Commander.
4. Specific criteria and/or testing and selection methods will be established by the SOU Lieutenant and approved by the Operations Division Commander.
5. It is understood that employees who are in more than one special assignment for which compensation for being on call may be paid, will receive only compensation for the more highly compensated special assignment.

ATTACHMENT VIII

CARDIOVASCULAR OPTIMUM PERFORMANCE SURVEY

ATTACHMENT IX

IPA SIDE LETTER AGREEMENT TO MOU

SPECIALTY PAY

CONTRACT PERIOD: JULY 1, 2003 – JUNE 30, 2005

CANINE

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

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

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

MOTORCYCLE DUTY

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

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

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

IPA President

Date

IPA SIDE LETTER AGREEMENT TO MOU
SALARY ON PROMOTION
CONTRACT PERIOD 7/16/05 – 7/1/07

Effective with the 2005 – 2007 MOU, the following modification will be made:

For Police Officers promoted to Sergeant, the salary on promotion will be calculated as an 8% increase over the current base pay plus any Special Assignment Compensation, pursuant to Article XVI, at the time of promotion, limited to the maximum of the range.

IPA SIDE LETTER AGREEMENT TO MOU

VACATION

CONTRACT PERIOD 7/16/05 – 7/1/07

The 2005 – 2007 MOU includes a change to Article XIII – Leaves, A. Vacation providing for payment of vacation earned in excess of the cap on accrual. This change will not be implemented with the effective date of the contract, but will be implemented as soon as practicable pursuant to the City's ability to implement a change to the payroll system, which automates the process. Until the automated change occurs, the City will continue to allow an employee to accumulate vacation credits beyond the maximum limits stated in Article XIII, A.