

RESOLUTION NO. 2025-55-3643

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE SUPERSEDING AND REPLACING RESOLUTION NO.
2024-63-3540, AND ADOPTING A SCHEDULE OF SALARIES AND
BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES**

WHEREAS, Article VIII, Section 803 of the City Charter requires the City Council to establish by resolution salaries and other forms of compensation for all City employees; and

WHEREAS, Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in the City employment be fixed and established by Resolution of the City Council; and

WHEREAS, Section 2.12.020 of the Irwindale Municipal Code requires that the salaries and compensation of officers and employees of the City be fixed and determined by Resolution of the City Council; and

WHEREAS, the City of Irwindale City Manager has the authority to appoint, remove, promote, and demote any officers and employees of the City, including Department Directors, pursuant to Irwindale Municipal Code Section 2.08.050; and

WHEREAS, the City currently has Department Director classifications that include the Assistant City Manager, Chief of Police, Community Development Director, Director of Engineering/Building Official, Finance Director/City Treasurer, and Public Services Director (hereinafter collectively referred to as "Directors"); and

WHEREAS, on August 28, 2024, the City Council adopted Resolution No. 2024-63-3540 for unclassified, unrepresented management employees, which outlines the compensation and benefits of said employees; and

WHEREAS, the City Council desires to replace Resolution No. 2024-63-3540 with this Resolution to reflect compensation and benefit adjustments.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA,
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. This Resolution shall supersede and replace Resolution No. 2024-63-3540 in its entirety. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein.

SECTION 2. The City Council hereby approves the Schedule of Salaries and Benefits for Unclassified Management Employees effective the first payroll period commencing on or after July 1, 2025, attached as Attachment A. In the event the City Manager desires to exceed any of the parameters set forth therein, City Council authorization shall be required.

SECTION 3. The Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 25th day of June 2025.


Larry G. Burrola, Mayor

ATTEST:

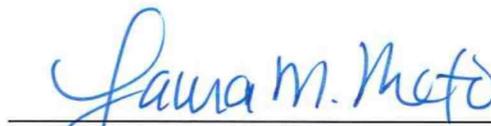


Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-55-3643 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 25th day of June 2025, by the following vote:

AYES:	Councilmembers:	Ambriz, Breceda, Garcia, Ortiz, Mayor Burrola
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None



Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT A

SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES

ARTICLE 01 INTRODUCTION

SECTION 01.01 AFFECTED EMPLOYEES

This Schedule of Salary and Benefits for Unclassified Management Employees ("Schedule") shall be in force and effect for the following classifications of Unclassified Management employees with the City of Irwindale ("City"), hereinafter referred to as the "Affected Employee(s)":

Assistant City Manager
Chief of Police
Community Development Director
Director of Engineering/Building Official
Finance Director/City Treasurer
Public Services Director

ARTICLE 02 SALARY & DUTIES

SECTION 02.01 BASIC COMPENSATION PLAN

There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article 1, Section 01.01 above. The salary and wage schedules set forth in Exhibit A shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

SECTION 02.02 SALARY AND WAGE SCHEDULE

The salary ranges for Unclassified Management employees reflected in Exhibit A (Unclassified Management Salary Schedule), are effective the first payroll period commencing on or after July 1, 2025, and reflect that Affected Employees covered by this Resolution receive a four percent (4%) base salary increase.

The initial salary for new hires and promoted employees shall be between the "Minimum" and "Maximum" salary range for the applicable position. The City Manager shall have sole discretion to appoint a new hire to a salary commensurate with the prospective employees' education, experience and qualifications as they relate to the classification.

SECTION 02.03 EMPLOYMENT STATUS

The employment of Affected Employees with the City is "at-will" serving solely at the pleasure of the City Manager and Affected Employees are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination, and those severance benefits, if any, as provided for herein under Article 13, Sections 13.01 and 13.02.

SECTION 02.04 FLSA EXEMPT STATUS

The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

SECTION 02.05 OTHER ACTIVITIES

Affected Employees shall focus their professional time, ability, and attention to City business during term of employment with the City. Employee shall not engage, without the express prior written consent of the City Manager, in any other business, duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of their position.

SECTION 02.06 ADVANCEMENT WITHIN SCHEDULE

An Affected Employee shall be considered for advancement within the steps of the salary range for their respective classification set forth above at the discretion of the City Manager. Salary advancement for employees in classifications covered by these Rules shall be based upon the employee's overall performance rating as demonstrated in their Annual Performance Review as determined by the initial appointment date.

The City Manager may authorize accelerated movement through the salary range for exceptional performance or to address compaction issues related to other classifications within the Affected Employee's own department.

SECTION 02.07 WORK SCHEDULES

Affected Employees are expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. The proper performance of the duties will require Affected Employees to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:30 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Affected Employees such

reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. An Affected Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Affected Employees shall not be entitled to any compensation for overtime.

SECTION 02.08 CITY DOCUMENTS

All data, studies, reports and other documents prepared by Affected Employees while performing their duties during the term of employment shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Affected Employees in connection with the performance of their job duties shall be held confidential by Affected Employees to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by an Affected Employee, without the prior written consent of the City Manager, for any purposes other than the performance of their duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of their job duties, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

**ARTICLE 03
OTHER COMPENSATION**

SECTION 03.01 ANNUAL SERVICE AWARD PAY

Affected Employees shall be entitled on the fifth (5th) consecutive employment year with the City to "Annual Service Award" pay of thirty dollars (\$30.00) for each year worked, which shall be paid in December of the qualifying year at the Employee Annual Service Award Luncheon. If there is no Award Luncheon planned for the year, the annual service award pay will be paid the first pay day in December of the qualifying year. Affected Employees must still be employed by the City at the time of the payment to be eligible for this Annual Service Award pay.

SECTION 03.02 BILINGUAL PAY

The City shall pay Affected Employees an additional two and one-half percent (2½%) of base salary as bilingual pay incentive upon passing an appropriate verbal bilingual exam as determined by the City, if an Affected Employee is proficient in Spanish and/or American Sign Language and is required to use such language(s) during the course of City business. This compensation will be earned and paid out on a pro-rata basis per pay period over the twenty-six (26) bi-weekly pay periods in a calendar year.

SECTION 3.03 CITY TREASURER STIPEND

Irwindale Municipal Code section 2.12.050 provides for a salary of fifty dollars (\$50.00) per month for the City Treasurer. Accordingly, the Affected Employee in the classification of Finance Director who is also appointed as City Treasurer shall be provided a Stipend in the amount of \$50.00 per month for the duration of the appointment as City Treasurer.

SECTION 03.04 EDUCATION INCENTIVE

Affected Employees shall be provided an education incentive as follows:

- A. **B.A./B.S. Degrees.** Affected Employees who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.") degree will receive an additional one thousand five hundred dollars (\$1,500) per year maximum as an education incentive bonus to their base compensation. This incentive will be earned and paid out on a pro-rata basis per pay period over the over the twenty-six (26) bi-weekly pay periods in a calendar year.
- B. **Master's Degree.** Affected Employees who have been awarded a Master's degree will receive an additional one thousand eight hundred dollars (\$1,800) per year maximum as an education incentive bonus to their base compensation. This incentive will be earned and paid out on a pro-rata basis per pay period over the twenty-six (26) bi-weekly pay periods in a calendar year. An Affected Employee eligible for a Master's degree education incentive payment pursuant to this section 03.03 subsection B shall not be eligible for a B.A./B.S. degree education incentive payment pursuant to section 03.03 subsection A.
- C. In addition to the education incentive as reflected in section 03.04 subsection A and B, the classification of Chief of Police shall be entitled to receive bonus pay in addition to basic compensation for obtaining California Police Officers Standards and Training (P.O.S.T.) Certificates as set forth by the percentages of basic compensation below:

- 2 ½% Bonus for Advanced Certificate;
- 2 ½% Bonus for Supervisory Certificate;
- 2 ½% Bonus for Management Certificate.

To be eligible for Education Incentive Pays, the coursework and/or degrees must be from an institution accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

The effective date of the incentive pay will be the date on the proof of education or certificate and will be retroactive to no more than thirty (30) days from when proof of education or certificate is received by Human Resources.

**ARTICLE 04
HOLIDAYS**

SECTION 04.01 HOLIDAY DATES

Affected Employees shall be entitled to the holidays listed below.

1.	New Year's Day	January 1
2.	Martin Luther King Jr. Day	Third Monday in January
3.	President's Day	Third Monday in February

4.	Cesar Chavez Day	March 31
5.	Memorial Day	Last Monday in May
6.	Independence Day	July 4
7.	Labor Day	First Monday in September
8.	Veterans Day	November 11
9.	Thanksgiving Day	Fourth Thursday in November
10.	Day After Thanksgiving Day	Fourth Friday in November
11.	Christmas Eve (1/2 Day)	December 24
12.	Christmas	December 25
13.	New Year's Eve (1/2 Day)	December 31

If any of the foregoing holidays fall on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. For any holiday that falls on a Sunday, it will be at the City Manager's discretion as to whether it will be observed on the following Monday.

SECTION 04.02 FLOATING HOLIDAYS

At the beginning of each calendar year, Affected Employees shall be provided a total holiday leave bank for the calendar year of one hundred forty (140) hours per year for holidays, reduced by the number of scheduled holiday hours for that calendar year. (At the beginning of each calendar year, the City will determine and distribute its holiday schedule. When any of the holidays fall on a regular work day (Monday-Thursday) or a Sunday holiday which is celebrated on the following Monday, as determined by the City Manager, ten (10) hours will be deducted from the holiday bank of one hundred forty (140) hours for each such holiday (with 5 hours to be deducted for 1/2 day holidays). In no event will such deduction result in a negative holiday bank account balance. Employee will be then be credited with the balance, if any, of the remaining holiday bank hours which may be used as floating holiday time in a manner similar to that of vacation time.

All floating holiday time must be used in the calendar year in which it was credited to Employee. Any and all unused floating holiday time will be cashed out in January of the following calendar year.

Upon separation of employment, all earned but unused floating holiday hours will be paid to the Affected Employee at the base hourly rate of pay then in effect.

**ARTICLE 05
SICK LEAVE AND VACATION LEAVE ACCRUAL**

SECTION 05.01 SICK LEAVE ACCRUAL

Affected Employees shall accrue 3.693 hours of sick leave on a bi-weekly basis (i.e. per pay period).

SECTION 05.02 PERSONAL LEAVE

Effective September 1, 2024, upon request and with department director pre-approval, Unit members may use up to forty (40) hours of sick leave as "Personal Leave" per calendar year. The appropriate use of Personal Leave may include such situations as lawyer's appointments, driver license renewal, home repair appointments, domestic situations not involving family illnesses, and business appointments which normally cannot be done at other non-work times. It shall not be

used to extend vacation time.

SECTION 05.02 VACATION LEAVE ACCRUAL

Affected Employees shall accrue vacation leave in accordance with the formula below. The number of hours accrued bi-weekly, based on service with the City of Irwindale only, is as follows:

Years of Service	Hours Accrued Bi-weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13 +	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Affected Employee's anniversary date of commencement of full-time continuous employment with the City.

Effective January 1, 2025, and going forward, the cap on vacation accrual shall be three hundred fifty (350) hours. Once an Affected Employee has accumulated the maximum accrual amount of three hundred fifty (350) hours, no more vacation leave will be accrued by the Affected employee until the accrual has been reduced below the cap. However, when, due to work circumstances and needs of the department, an Affected Employee is unable to utilize vacation leave, the City Manager may approve excess accumulated vacation, provided the Affected Employee reduces this total below the cap within six (6) months.

An Affected Employee shall not be eligible to utilize vacation leave during the first six (6) months of initial full-time employment with the City except with the prior approval of the City Manager.

ARTICLE 06
SICK LEAVE AND VACATION LEAVE CONVERSION

Affected Employees who elect to convert accrued vacation or sick leave to compensation as provided for herein shall be limited to a maximum of one hundred (100) total hours per fiscal year of accrued vacation or sick leave to be converted, and in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), must comply with the following:

1. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15 of the calendar year prior to the end of the calendar year in which the employee wishes to convert such vacation or sick leave.
2. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless a written rescission is received in writing by Human Resources no later than December 15 of the calendar year prior to conversion.

3. Employees who fail to submit an election by December 15 of the calendar year prior to the conversion will not be eligible for vacation and/or sick leave converted to cash for that calendar year.
4. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December, March, and June).
5. Employees will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.
6. Affected Employees may not convert sick leave in an amount that shall reduce their sick leave balance to less than eighty (80) hours.
7. Effective January 1, 2025 and going forward, Affected Employees may not convert sick leave in an amount that would reduce their sick leave balance to less than two hundred (200) hours.

Sick leave payments upon termination or periodic conversion request will be provided as follows:

over 950 hours	25% of total sick leave value
571-950 hours	50% of total sick leave value
1st 570 hours	75% of total sick leave value

Upon termination from employment with the City, earned and unused vacation hours will be paid to the employee at the employee's base hourly rate of pay then in effect.

Affected Employees hired on or after August 29, 2024, shall not be eligible for elective sick leave cash out or cash out of sick leave upon separation of employment or retirement from the City.

Affected Employees hired on or after August 29, 2024, shall be eligible to bring with them up to one hundred (100) hours of sick leave from their prior employer, so long as a new employee's prior employer did not compensate the employee for their sick leave bank.

Affected Employees who are terminated for cause shall not be eligible for any sick leave cash out upon termination of employment.

ARTICLE 07 **EXECUTIVE LEAVE**

In recognition that Affected Employees are not entitled to receive overtime compensation despite devoting hours beyond the normal workweek, employees may be allowed to take executive leave upon approval of the City Manager.

All Affected Employees shall accrue executive leave at the rate of seventy (70) hours per year, which hours shall be credited to Affected Employees the first pay period in January of each calendar year. Executive leave hours must be used in the calendar year in which they were credited to the Affected Employee. All executive leave hours must be used in the calendar year in which they were credited to the Affected Employees. Executive leave has no cash value and

shall not be paid out or carried forward; and therefore, agreement to this section constitutes a waiver of Labor Code Section 227.3.

The policy set by the 2008 Partial Day Absences for Exempt Employees Memo (no leave deduction for absences lasting less than four hours in a single workday) is eliminated and instead Affected Employees will have hour-for-hour deductions to leave banks. In partial recognition of prolonged, uncommon, or exceptional hours of work beyond the standard work expectations for Affected Employees, City Manager may, at their discretion, adjust employees' work hours and allow Affected Employees to take time off without using accrued leave.

ARTICLE 8 OTHER LEAVES

SECTION 08.01 WORKERS' COMPENSATION

The City shall provide Workers' Compensation benefits in accordance with State Law and these provisions.

The City has the right to require the employee to go to a City selected physician, unless the employee has pre-designated a physician, to verify the reported injury/illness and if it restricts the employee from performing his or her regular job assignment.

A. NON-SWORN EMPLOYEES

Affected Employees who sustain a work-related injury or illness on-the-job and file a claim for workers' compensation benefits which is accepted, shall receive a sum which, when added to the amount of temporary disability payment, if any, will result in a payment equal to such an employee's regular compensation for a maximum period of one (1) year. The one (1) year period need not be consecutive if the employee's absence is directly traceable to a single incident. In addition, the City will maintain its contribution to benefits as provided for herein (retirement, health, dental, life and AD&D insurance). Vacation and sick leave shall continue to accrue during this time.

B. SWORN EMPLOYEES

Base salary and benefit continuance for sworn Affected Employees shall be in accordance with California Labor Code Section 4850.

SECTION 08.02 JURY DUTY AND WITNESS LEAVE

A. JURY DUTY

Affected Employees shall receive full pay and benefits while responding to a jury summons or serving on a jury, for up to ten (10) working days. Any compensation for such jury duty (except travel pay) shall be remitted to the City.

B. WITNESS LEAVE

If an Affected Employee is required to be absent from work by proper subpoena issued by a court or other legally empowered agency requiring an Affected Employee to serve as a

witness in a legal action, the Affected Employee shall be entitled to be absent from work at their regular rate of pay, provided that any fees, except mileage, are deposited with the City.

SECTION 08.03 MILITARY LEAVE

Military Leave requirements for Affected Employees shall be granted consistent with state and federal law pursuant to City's Personnel Rule 7.15.

SECTION 08.04 LEAVE OF ABSENCE WITHOUT PAY

Affected Employees may apply in writing to the City Manager for a leave of absence without pay. If the City Manager determines there is adequate justification to grant such a leave of absence and that the work of the department will not be significantly impacted by a temporary absence of the employee, the leave without pay may be authorized, with the condition that the employee be available by phone if the City Manager needs to contact him/her. The City Manager's decision is final and not subject to grievance or appeal. The City Manager may also terminate or cancel early any authorized leave by giving the employee notice of 10 calendar days. Notice will be given by any means including, but not limited to phone call, text, or U.S. mail.

Any Affected Employee requesting a leave of absence without pay shall utilize all of his/her executive leave, vacation time (and sick leave if appropriate) prior to the start of the leave without pay.

Any leave of absence without pay of 10 hours or more shall result in a pro-rata accrual of vacation, sick leave or holiday credits. A leave of absence without pay of thirty-eight (40) hours or more shall not result in a pro-rata reduction of employer paid health benefit payments.

SECTION 08.05 BEREAVEMENT LEAVE

Consistent with the City's Bereavement Leave Policy, Affected Employees shall be entitled to bereavement leave of up to five (5) working days (no more than forty (40) hours of which would be paid) per incident. If the Affected Employee requires more than forty (40) hours for bereavement, they may use vacation leave, executive leave, or sick leave available to the Affected Employee, with prior approval, where appropriate.

**ARTICLE 9
EMPLOYEE BENEFITS**

SECTION 09.01 MEDICAL BENEFITS

Medical Benefits shall be under the CalPERS medical program. The City pays one hundred percent (100%) of the premium for any CalPERS medical plan for Affected Employees and their eligible dependents as defined by CalPERS.

SECTION 09.02 DENTAL BENEFITS

The City pays one hundred percent (100%) of the premium for one of two dental plans offered by the City for Affected Employees and their eligible dependents. The City reserves the right to

unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

SECTION 09.03 VISION BENEFITS

The City pays one hundred percent (100%) of the premium for a vision plan for Affected Employees and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

SECTION 09.04 MEDICAL, DENTAL & VISION INSURANCE PREMIUM OPT-OUT

Any Affected Employee who elects to opt-out of medical, dental & vision coverages offered by the City will be paid a cash benefit in lieu of said coverage equal to one half (1/2) of the average monthly cost to the City for single employee medical insurance coverage only (not including dental or vision), provided such Affected Employee can demonstrate, to the satisfaction of the City, that he/she has opted out of all three coverages and can demonstrate to the satisfaction of the City, that such Affected Employee has substantially equivalent medical coverage through some other insurance plan, which plan shall remain in full force and effect during the entire term of employment of such Affected Employee with the City. The City shall have the sole and unfettered right to determine whether such Affected Employee has satisfactorily demonstrated substantially equivalent medical coverage, and any such Employee seeking reimbursement from the City must, at least annually, provide written proof of such substantially equivalent medical coverage in a form satisfactory to the City. Payment shall be made bi-weekly through the regular payroll system.

SECTION 09.05 LIFE INSURANCE

The City shall provide and pay for a life insurance policy for Affected Employees with coverage in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents (\$5,000.00) each.

SECTION 09.06 ACCIDENTAL DEATH & DISMEMBERMENT POLICY (AD&D)

The City shall provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Affected Employees with coverage in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00).

SECTION 09.08 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City shall pay the premium for participation in an Employee Assistance Program (EAP) for Affected Employees and their eligible dependents.

SECTION 09.09 STATE DISABILITY INSURANCE

Affected Employees are participants in the state-sponsored short-term disability program at no expense to the City.

SECTION 09.10 DEFERRED COMPENSATION

Effective September 1, 2024, the City will match up to one hundred dollars (\$100.00) per month of an Affected Employee's contribution to a City Authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. The combined contribution between the City's and the employee's contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law.

SECTION 09.11 FLEXIBLE SPENDING ACCOUNT

Affected Employees shall be eligible to participate in the City's Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City's sole discretion. The maximum contribution amounts shall be established in accordance with applicable laws. Employee participation in such plans is voluntary and Affected Employees shall be solely responsible for any desired plan contributions. The City does not provide legal or tax advice to Affected Employees as to whether dependent care and health care expenses are legally tax-deductible to or by them.

SECTION 09.12 UNIFORM ALLOWANCE- CHIEF OF POLICE

The Affected Employee in the classification of Chief of Police shall receive an annual uniform allowance of One Thousand Four Hundred Dollars (\$1,400) in the second pay period of each July.

SECTION 09.13 SIDEARM – CHIEF OF POLICE

The Affected Employee in the classification of Chief of Police who separates from employment in good standing shall be entitled to purchase their duty weapon at fair market value.

SECTION 09.14 UNIFORM REIMBURSEMENT

Affected employees in the classifications of Director of Engineering/Building Official and Community Development Director shall receive a one-time reimbursement up to (\$200.00) for one (1) pair of safety shoes/boots as required by the City Manager.

SECTION 09.15 BUSINESS RELATED EQUIPMENT

The City shall supply each Affected Employee with a portable laptop computer or tablet (inclusive of office docking station).

SECTION 09.15 AUTOMOBILE ALLOWANCE

The Affected Employee in the classification of Chief of Police shall be provided with a vehicle, fuel, and maintenance for City-related and *de minimis* personal use. Any personal use beyond *de minimis* may be subject to the reporting requirements as taxable income, and any applicable taxes shall be the responsibility of the employee to pay and are not paid by the City.

SECTION 09.16 TUITION REIMBURSEMENT

Affected Employees applying for tuition reimbursement shall be initially eligible to receive tuition reimbursement of 20% of an allocated \$15,000, provided that such funds are available in the fiscal year such request is made by the Affected Employee. If, at the end of the fiscal year, unencumbered funds are available in the tuition reimbursement account, remaining funds will be used to further reimburse the Affected Employee if accumulated reimbursable educational expenses are in excess of 20% of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the remaining funds will be made equally among said employees until each individual employee has been fully reimbursed, or until the funds have been depleted, whichever comes first.

All courses taken and completed must have prior written approval of the City Manager. Courses must be graduate-level courses and be related to the Affected Employee's employment with the City. Upon completion of each course, the Affected Employee must complete the appropriate City form requesting tuition reimbursement. A passing grade of "C" or better is required, and a copy of the grade and all receipts must be attached. Affected Employees may also be reimbursed for costs of books, tuition, and lab fees for classes.

To be eligible for reimbursement, Employee must submit the request for reimbursement within 60 days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

**ARTICLE 10
PROFESSIONAL DEVELOPMENT**

SECTION 10.01 MEMBERSHIP

The City encourages Affected Employees' continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Manager.

SECTION 10.02 OUT-OF-TOWN MEETINGS & SEMINARS

The City shall reimburse Affected Employees the actual cost for registration, travel, lodging, meals, and other expenses incurred by their while attending overnight, out-of-town meetings or seminars related to his/her employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible the Affected Employee must have budgeted funds available for same; provided, however, that the City Manager may, in his or her sole discretion, approve such unbudgeted expenditures if he or she deems it in the best interests of the City.

SECTION 10.03 LOCAL MEETINGS & SEMINARS

The City shall reimburse Affected Employees the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his/her employment with City in accordance with the City's policies for expense reimbursement.

SECTION 10.04 INCIDENTAL EXPENSES

The City shall reimburse Affected Employees the actual cost of those incidental expenses necessarily incurred by him/her while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

SECTION 10.05 APPROVAL BY CITY MANAGER

To be eligible to receive reimbursement for the memberships and travel and other expenses incurred pursuant to this Section 10.0, Affected Employees shall obtain approval of the City Manager or their designee.

ARTICLE 11 **RETIREMENT**

SECTION 11.01 CALPERS

The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and Affected Employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each Affected Employee shall pay the entire member contribution required under the City's benefit formula as set forth below.

A. Tier I Miscellaneous (Employees hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)

1. 2% @ 55 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

B. Tier II Miscellaneous (Employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)

1. 2% @ 55 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance

7. Credit for unused sick leave
- C. Tier III (PEPRA) Miscellaneous (Employees hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04)**
1. 2% @ 62 retirement benefit formula
 2. Fourth Level of 1959 Survivors Program
 3. Military Service as Public Service
 4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
 5. Improved non-industrial disability allowance
 6. Post-retirement survivor allowance
 7. Credit for unused sick leave
 8. Affected Employee shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.
- D. Tier I Sworn (Employees hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)**
1. 3% @ 50 for sworn unit members
 2. Fourth Level of 1959 Survivors Program
 3. Military Service as Public Service
 4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
 5. Improved non-industrial disability allowance
 6. Post-retirement survivor allowance
 7. Credit for unused sick leave
- E. Tier II Sworn (Employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)**
1. 3% @ 50 for sworn unit members
 2. Fourth Level of 1959 Survivors Program
 3. Military Service as Public Service
 4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
 5. Improved non-industrial disability allowance
 6. Post-retirement survivor allowance
 7. Credit for unused sick leave
- F. Tier III (PEPRA) Sworn (Employees hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04)**
1. 2.7% @ 57 for sworn unit members
 2. Fourth Level of 1959 Survivors Program
 3. Military Service as Public Service
 4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months

5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave
8. Affected Employees shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater

SECTION 11.02 COST SHARING

Effective with the start of the first full pay period in July 2025, classic miscellaneous employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the seven percent (7%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of eight percent (8%).

Effective with the start of the first full pay period in July 2025, classic sworn employees will contribute an additional one and a half percent (1.5%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the nine percent (9%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of ten and one-half percent (10.5%).

Effective with the start of the first full pay period in July 2025, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost to CalPERS via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already paid by the employee to a total of fifty and a half percent (50.5%).

Effective with the start of the first full pay period in July 2025, PEPRA sworn employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already paid by the employee to a total of fifty-one percent (51%).

SECTION 11.03 PARS

Pursuant to Government Code §53216, the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan which affords non-sworn employees the retirement benefit commonly referred to as "1% at 55." The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the preceding Section.

A. Miscellaneous Employee Hired Before January 1, 2007

1. Affected Employees shall individually pay a PARS contribution rate of four tenths percent (0.4%) of salary
2. PARS benefits are vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities

B. Miscellaneous Employees Hired After January 1, 2007

1. Affected Employees shall individually pay a PARS contribution rate of four tenths percent (0.4%) of salary
2. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities

C. Miscellaneous Employees Hired After January 1, 2011

1. Affected Employees shall individually pay a PARS contribution rate of fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit
2. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities

Affected Employees hired on and after January 1, 2013 shall be ineligible to participate in the PARS program.

Effective September 1, 2024, or as soon as administratively practicable, all miscellaneous Affected Employees hired before January 1, 2011, shall pay an additional two and one tenths percent (2.1%) of salary, for a total of two and a half percent (2.5%) of salary, for the cost of the PARS retirement enhancement benefit.

SECTION 11.04 RETIREE MEDICAL BENEFITS

Affected Employees who were hired before January 1, 2011 and who retire from the City as a CalPERS-eligible retiree shall receive one hundred percent (100%) lifetime medical insurance upon retirement from the City. The City shall pay one hundred percent (100%) of the premium for any CalPERS medical plan, inclusive of eligible dependents as defined by CalPERS, so long as Affected Employee remains eligible for CalPERS medical coverage.

For Affected Employees hired on or after January 1, 2011, retiree medical will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479 which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan.

ARTICLE 12
BONDS AND INDEMNIFICATION

SECTION 12.01 INDEMNIFICATION

To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Affected Employees against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

SECTION 12.02 BONDS

City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of an Affected Employee's services.

ARTICLE 13
TERMINATION AND SEVERANCE

Affected Employees shall be entitled to severance only as provided in this Article 13. Any and all severance rights are conditioned upon and in consideration for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney. The severance rights provided for herein shall constitute the sole and only entitlement of an Affected Employee with respect to severance pay in the event of the termination without cause.

SECTION 13.01 NON-SWORN AFFECTED EMPLOYEES

A. Termination Without Cause

By providing a non-sworn Affected Employee at least thirty (30) days' prior written notice thereof, the City may terminate a non-sworn Affected Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event a non-sworn Affected Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by six (6). The severance payment shall not include the monetary value of any benefits, but salary only.

B. Resignation

Should an Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

C. Termination For Cause

The City may terminate a non-sworn Affected Employee for cause at any time by providing non-sworn Affected Employee with five (5) business days' written notice of termination for cause and the facts and grounds constituting such cause. In the event a non-sworn Affected Employee is terminated for cause, as defined in this section below, the City shall have no obligation to pay the severance provided for above.

For the purposes of this Section 13, "cause" for termination shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), (5) conviction of a felony under California law, (6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, (7) violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules and the Irwindale Police Department policy manual, (8) use or possession of illegal drugs, (9) engaging in conduct tending to bring embarrassment or disrepute to the City, (10) any illegal or unethical act involving personal gain, (11) significant mismanagement of City finances, (12) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, (13) gross misfeasance or gross malfeasance, or (14) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), or (15) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution.

SECTION 13.02 SPECIAL PROCEDURES FOR SWORN AFFECTED EMPLOYEES

With respect to the position of sworn Affected Employees only, in order to comply with the requirements of the Public Safety Officers Procedural Bill of Rights Act (POBRA) (Cal. Gov. Code §3300 *et seq.*), specifically California Government Code section 3304(c), the following termination procedures shall apply. The City Manager or someone acting in the capacity as City Manager may terminate a sworn Affected Employee at any time with or without cause, by providing written notice of the reason(s) and an opportunity for administrative appeal, as provided herein, in accordance with the requirements of the POBRA, including but not limited to Government Code section 3304(c), which states that the City is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. The City Manager's right to terminate a sworn Affected Employee as provided herein shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Except as expressly provided in this Section 12.02, a sworn Affected Employee shall not have any rights provided for the Chief of Police or sworn personnel under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Chief of Police. Notwithstanding this Section 12.02, sworn Affected Employees shall remain as at-will employees serving at the pleasure of the City Manager

A. Termination Without Cause

By providing a sworn Affected Employee at least thirty (30) days' prior written notice thereof, the City may terminate a sworn Affected Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event a sworn Affected Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by six (6). The severance payment shall not include the monetary value of any benefits, but salary only. Prior to such termination, in order to be eligible for severance as provided in this Section, a sworn Affected Employee must have worked for the City a minimum of six (6) months.

In order to comply with the requirements of California Government Code section 3304(c), termination by the City Manager for a reason other than cause shall be conducted in accordance with the following procedures:

1. The City reserves the right to place Employee on paid administrative leave for all or a portion of the thirty (30) day notice period provided under this Section 12.02.A.
2. Employee may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination but in such event would waive any right to severance pay as provided in this Section 12.02.A.

B. Resignation

Should a sworn Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

C. Termination for Cause

The City may terminate a sworn Affected Employee for cause at any time by providing the employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined the same as in Section 12.01(B) above. For any of the conduct described in this Section constituting cause for termination, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates a sworn Affected Employee for cause, the City shall have no obligation to pay severance. In order to comply with the requirements of California Government Code section 3304(c), a termination by the City Manager of a sworn Affected Employee for cause shall be conducted in accordance with the following procedures:

1. Within five (5) days of receipt of written notice under this Section, a sworn Affected Employee may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the

termination of a sworn Affected Employee prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

2. Upon a sworn Affected Employee's written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both the sworn Affected Employee and the City and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) days from the City Manager's receipt of the written appeal request. Pursuant to Government Code section 3304(c) and for purposes of this subdivision, the removal of a sworn Affected Employee for the purpose of implementing the goals or policies, or both, of the City, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons" for the sworn Affected Employee's termination in addition to those reasons constitution cause for termination.
3. At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the City based its decision to terminate as well as any information and documents on which the City based its decision to terminate for cause as well as any information and documentation that the sworn Affected Employee chooses to submit to challenge the City's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.
4. Within thirty (30) days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether the sworn Affected Employee was properly terminated and whether there was sufficient "cause" to justify not paying severance under the terms of this Resolution unless severance was already tendered. Following City Council's review and consideration of the advisory decision, the sworn Affected Employee shall be notified in writing as to whether the advisory decision will be upheld, modified or rescinded.

SECTION 13.03 LIMITATION ON SEVERANCE (GOVERNMENT CODE §53260)

This Resolution does not create a defined term of employment for any Affected Employee, but in the event this resolution is construed by a court of law to have a fixed term, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to an Affected Employee shall be reduced in the amount necessary to comply with such statute. (Government Code section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in Section 5.1(b).)

EXHIBIT A
CITY OF IRWINDALE
Unclassified Management Salary Schedule
Fiscal Year 2025-2026
Effective July 6, 2025

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Director	Assistant City Manager	1	Hourly	81	92,119.7	96,725.5	101,561.5	106,639.4	111,971.6
			Bi-Weekly		7,369.58	7,738.04	8,124.92	8,531.15	8,957.73
			Monthly		15,967	16,766	17,604	18,484	19,408
			Annual		191,609	201,189	211,248	221,810	232,901
Director	Chief of Police	1	Hourly	85	103,717.8	108,903.8	114,349.0	120,066.3	126,069.7
			Bi-Weekly		8,297.42	8,712.31	9,147.92	9,605.31	10,085.58
			Monthly		17,978	18,877	19,821	20,812	21,852
			Annual		215,733	226,520	237,846	249,738	262,225
Director	Community Development Director	1	Hourly	78	85,541.8	89,818.8	94,309.6	99,025.0	103,976.4
			Bi-Weekly		6,843.35	7,185.50	7,544.77	7,922.00	8,318.12
			Monthly		14,827	15,569	16,347	17,164	18,023
			Annual		177,927	186,823	196,164	205,972	216,271
Director	Director of Engineering/Building Official	1	Hourly	80	89,872.6	94,366.3	99,084.6	104,038.9	109,240.9
			Bi-Weekly		7,189.81	7,549.31	7,926.77	8,323.12	8,739.27
			Monthly		15,578	16,357	17,175	18,033	18,935
			Annual		186,935	196,282	206,096	216,401	227,221
Director	Finance Director/City Treasurer	1	Hourly	79	87,680.3	92,064.4	96,667.8	101,501.0	106,576.0
			Bi-Weekly		7,014.42	7,365.15	7,733.42	8,120.08	8,526.08
			Monthly		15,198	15,958	16,756	17,594	18,473
			Annual		182,375	191,494	201,069	211,122	221,678
Director	Public Services Director	1	Hourly	74	77,497.1	81,372.1	85,440.9	89,713.0	94,198.6
			Bi-Weekly		6,199.77	6,509.77	6,835.27	7,177.04	7,535.88
			Monthly		13,433	14,105	14,810	15,550	16,328
			Annual		161,194	169,254	177,717	186,603	195,933