

CITY OF GARDEN GROVE
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE CALIFORNIA MEYERS-MILIAS-BROWN ACT
BY AND BETWEEN
THE GARDEN GROVE POLICE MANAGEMENT ASSOCIATION
AND
THE CITY OF GARDEN GROVE
2009-2011

THIS MEMORANDUM OF UNDERSTANDING has been prepared pursuant to Resolution No. 4066-71, as amended, of the City of Garden Grove, which Resolution is generally identified as the "EMPLOYEE RELATIONS RESOLUTION" and the Government Code Sections 3500 through 3510, as amended, which is generally referred to as the Meyers-Milias-Brown Act.

This Agreement has been developed as a result of the requests of the Garden Grove Police Management Association. The items in this Agreement are subject to the approval of the City Manager and the City Council of the City of Garden Grove and will be placed into effect upon the taking of administrative action by the City Manager's Office and the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

For simplicity of language and usage, whenever the male pronoun is used, it shall be assumed to apply to both genders.

The term of this Memorandum of Understanding shall be from July 1, 2009 through June 30, 2011.

POLICE MANAGEMENT ASSOCIATION/CITY
MEMORANDUM OF UNDERSTANDING

2009-11

TABLE OF CONTENTS

SECTION	PAGE
1. Management Recognition and Management Rights	3
2. Salary Range Merit Step Eligibility	4
3. Salary Range - 2009/10 and 2010/11	5
4. Fringe Benefits	5
5. Administrative Leave	8
6. Exempt Police Management Classes	9
7. Effective Date and Term	9
INDEX	10

SECTION 1: MANAGEMENT RECOGNITION AND MANAGEMENT RIGHTS

- A. This Memorandum of Understanding (MOU) establishes wages, benefits, terms and conditions of employment for the Police Management classifications of Police Lieutenant, Police Captain, and Deputy Chief of Police as an assignment pay designation for a person holding permanent rank as Police Captain.
- B. All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:
- i. Manage the City
 - ii. Establish and schedule working hours.
 - iii. Establish, modify, or change work schedules or standards.
 - iv. Institute changes in procedures.
 - v. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
 - vi. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
 - vii. Determine services to be rendered and frequency thereof.
 - viii. Determine the layout of buildings and equipment and materials to be used therein.
 - ix. Determine processes, techniques, methods, and means of performing work.
 - x. Determine the size, character and use of inventories.
 - xi. Determine financial policy including accounting procedure; establish and administer the fiscal year budget.
 - xii. Determine the administrative organization of the City including those of departments, divisions, bureaus, units, and other subdivisions.
 - xiii. Determine selection, promotion, or transfer of employees.
 - xiv. Determine the size and characteristics of the work force.
 - xv. Determine the allocation and assignment of work to employees.
 - xvi. Determine policy affecting the selection of new employees.
 - xvii. Determine the establishment of quality and quantity standards and the judgment of quality and quantity standards of work required.
 - xviii. Determine administration of discipline.
 - xix. Determine control and use of City property, materials, and equipment.
 - xx. Schedule work periods and determine the number and duration of work periods.
 - xxi. Establish, modify, eliminate or enforce rules and regulations.
 - xxii. Place work with outside firms.
 - xxiii. Determine the kinds and numbers of personnel necessary to execute the City mission.

- xxiv. Determine the methods and means by which such operations are to be conducted.
- xxv. Require employees, where necessary, to take in service training courses during working hours.
- xxvi. Determine duties to be included in any job classifications.
- xxvii. Take any necessary action to carry out the mission of the City in cases of an emergency, urgency, or other unusual situations.
- xxviii. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU, and then only to the extent such specific and express terms are in conformance with law. As pursuant to the law, all subjects, in relation to wages, hours, and working conditions will continue to be the subject of meet and confer or meet and consult, whichever is applicable.

- C. All provisions for wages, hours, fringe benefits, terms and conditions of employment not specifically enumerated herein shall continue to be provided in the same amount, time, place, and manner as was done during the period of the prior Police Management Resolution.

SECTION 2: SALARY RANGE MERIT STEP ELIGIBILITY

Step increases for individual employees are granted in recognition of merit. The normal time intervals between the steps are as follows:

<u>Employment at Step A</u>	
Step A to Step B.....	Six months
Step B to Step C.....	One year
Step C to Step D	One year
Step D to Step E.....	One year
Step E to Step F	One year
Step F to Step G.....	One year

SECTION 3: SALARY RANGE SCHEDULE FOR POLICE MANAGEMENT
CLASSIFICATIONS FOR FISCAL YEARS 2009-2010 and 2010-2011

A. First Year: (July 1, 2009 - June 30, 2010)

The City will provide no (0%) salary increase in the first year, fiscal year 09-10.

B. Second Year: (July 1, 2010 - June 30, 2011)

The City will provide a 2% salary increase to the classifications of Police Lieutenant and Police Captain to be effective the first full pay period after July 1, 2010.

SECTION 4: FRINGE BENEFITS

A. Fringe Benefit Contribution

- i. All Police Management Association (hereinafter "Association") employees must enroll in one of the PERS health program plans, unless they submit to the City both (1) proof of health coverage and (2) sign a health insurance waiver. Employees who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions for any other eligible plans.
- ii. Association employees shall be provided the following cafeteria amounts each month: Employee only: \$465; Employee + One Dependent: \$925; Full Family: \$1,200.
- iii. An Association employee who selects the option of not enrolling in one of the PERS plans and who meets the conditions outlined in subsection A above, shall receive a \$200.00 per month credit either payable in cash or contributed to the employee's account with the City's deferred compensation plan. This credit shall be provided to such employee once a year in the month of December.
- iv. During fiscal year 2010-11, the Association may request that the City meet and confer in good faith on the City's cafeteria contribution if the most recent preceding average increase for the PERS Health Plan (Public Employees' Medical and Hospital Care Act; "PEMHCA") is more than 5% as announced by PERS.

B. Tuition Reimbursement

Police Lieutenants, Police Captains and Deputy Chiefs are eligible to participate in the Tuition Reimbursement Program offered to other management employees.

C. Retirement

- i. The City currently contracts with PERS to provide the following benefit to the Police Safety retirement plan.
 - a) Section 21362.2 (3% at 50 Full formula for local Police Safety members).
 - b) Section 20024.2 (Highest Year).
 - c) Section 20862.8 (Credit for Unused Sick Leave).
 - d) Sworn Public Safety management employees pay the entire "Employee Contribution."
- ii. At the time of an Association member's retirement, the City shall pay to him an amount equal to 75% of his total accumulated but unused sick leave hours, provided that the 75% pay out under this provision may be applied to no more than 1,000 hours accumulated but unused sick leave. The remaining accumulated but unused sick leave hours will be used toward the extension of his service period under the PERS retirement system, subject to Government Code Section 20862.8.
- iii. Association members who commenced full-time, regular service (i.e., not Reserve) as a Police Officer prior to January 1, 1985, shall not be subject to the 1,000-hour cap referred to above.
- iv. Association members who hold a permanent appointment as a Police Lieutenant or Police Captain on July 1, 2009 and who commenced full-time, regular service (i.e., not Reserve) as a Police Officer after January 1, 1985 shall receive an amount equal to 75% of his total accumulated but unused sick leave hours, provided that the 75% pay out under this provision may be applied to no more than 1,000 hours accumulated but unused sick leave, and said member shall receive an additional amount equal to 50% of his total accumulated but unused sick leave hours for any hours of accumulated but unused sick leave in excess of 1,000 hours.
- v. At the request of the Association member, 100% of accumulated but unused sick leave hours may be used toward the extension of his service period under PERS Section 20862.8 and no payout will occur.

D. Retiree Medical Contribution

Effective July 1, 2000, the City shall contribute to the Police Association Retiree Medical Trust Fund (or a similar retiree medical premium plan) an amount equal to the average annual cost, but not to exceed 1% of salary for the positions of Police Lieutenant or Police Captain. The City will make this contribution beginning with calendar year 2000. In doing so, the Police Management Association warrants that there are no legal barriers to the validity of the trust fund or to payment by the City to such a trust fund, and that by making any such payment, the City would assume no obligation or liability to the trust fund (or alternative plan) or its beneficiaries, or to the Police Management Association.

E. Additional Fringe Benefits

Increases of additional fringe benefits made for the Police Association members shall also be provided to the Police Management Association.

F. Sick Leave

Effective the first full pay period following July 1, 2009, Association members shall accrue sick leave at the rate of ten (10) hours per month.

G. Holidays

i. Authorized Holidays

Effective the first pay period of each calendar year, each Association employee shall receive one hundred (100) total hours of paid holiday leave in a "holiday bank." During the first six months of the calendar year, employees may either use (subject to supervisory approval) or request payment for up to one-half the total annual holiday hours accrued. The remaining hours accrued may be either used (subject to supervisory approval) or requested for payment during the second six months of the calendar year.

a) Effective the first full pay period after July 1, 2009, each employee shall receive an additional ten (10) total hours of paid holiday leave in their holiday bank for Veteran's Day. The Veteran's Day holiday need not be taken on Veteran's Day. These additional 10 hours shall be added to the 100 hours referred to in subpart a), above, beginning in calendar year 2010.

b) An employee who commences employment at a time other than the beginning of a calendar year shall only be entitled to receive those holidays described in subsection G (ii) of this section that occur during the period actually worked. Likewise, employees who separate from service during the course of a calendar year shall only

be entitled in that year to receive those holidays described in subsection G (ii) of this section that occurred prior to their date of separation. The value of any holidays used in excess of those entitled shall be deemed a wage advance and shall be deducted from the employee's final paycheck.

- c) An employee who is on an unpaid leave of absence during any holiday designated in subsection G (ii) of this section is not entitled to receive any holiday benefits for that holiday and such hours shall not be included in the Holiday Bank. If an employee dies or has a grave non-industrial illness/injury and does not return to work, the City will not seek reimbursement of any used but unearned holiday pay.

ii. Designated Holidays

January 1st (New Year's Day)
Third Monday of February (President's Day)
Last Monday of May (Memorial Day)
July 4th (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Fourth Thursday in November (Thanksgiving Day)
December 25th (Christmas Day)
3 Floating Holidays

iii. Holiday – End of Year Cash Out

Any portion of the annual holiday hours not used at the end of the calendar year will be relinquished in return for a cash payment equal to the value of those benefits based upon the employee's hourly rate of pay in effect on December 31 of the calendar year in question.

SECTION 5: ADMINISTRATIVE LEAVE

The Police Management positions listed in this MOU shall be exempt from all overtime provisions contained in the Municipal Code or in any Memorandum of Understanding in the group(s) supervised, except as specifically authorized by the City Manager.

Employees in Police Management positions shall receive forty (40) hours of Administrative Leave each January. Upon the Police Chief's recommendation, the City Manager may approve additional Administrative Leave hours, not to exceed forty (40) hours, for employees involved in additional major projects or assignments. The granting of additional leave time shall be at the sole determination of the City Manager.

Administrative Leave cannot be cashed out at any time. No employee may have more than eighty (80) hours of Administrative Leave time on the books at any time without the City Manager's approval. All Administrative Leave granted in a calendar year must be used by the end of the same calendar year, or it is forfeited. The City Manager shall establish procedures for employees who are hired or who terminate during a calendar year.

SECTION 6: EXEMPT POLICE MANAGEMENT CLASSES

All classes listed in this Police Management MOU shall be designated as exempt and be considered to be exempt from the provisions of the Municipal Code Section 2.44.390 and from the provisions of the Fair Labor Standards Act (FLSA) except as determined by the City Manager.

The appointment and removal of Division heads are governed by the Municipal Code Section 2.08.100.

Those employees who have used all their accrued leave benefits and are absent for less than one (1) day shall not have that time treated as an absence without pay.

Employees in this category shall be subject to disciplinary actions involving unpaid time off in accordance with FLSA regulations.

SECTION 7: EFFECTIVE DATE AND TERM

The provisions of this MOU shall be effective July 1, 2009 - June 30, 2011 unless extended by mutual agreement or superceded by subsequent Resolution or Ordinance.

DATED: August 14, 2009

FOR THE CITY OF GARDEN GROVE:

FOR THE GARDEN GROVE POLICE
MANAGEMENT ASSOCIATION:

JOHN D.R. CLARK
Human Resources Director

Lt. BENJAMIN L. STAUFFER
President

LAURA J. STOVER
Human Resources Manager

Capt. MICHAEL D. HANDFIELD
Representative

POLICE MANAGEMENT ASSOCIATION/CITY
MEMORANDUM OF UNDERSTANDING
2009-11
INDEX

	Section No.	Page No.
Administrative Leave	5	8
Effective Date and Term	7	9
Exempt Police Management Classes	6	9
Fringe Benefit Contribution	4	5
Fringe Benefits, Additional	4	7
Holidays	4	7
Management Recognition and Rights	1	3
Retiree Medical Contribution	4	7
Retirement	4	6
Salary Range Merit Step Eligibility	2	4
Salary Range Schedule – 2009/10	3	5
Salary Range Schedule – 2010/11	3	5
Sick Leave	4	7
Tuition Reimbursement	4	6