

# Garden Grove Association Contract 2009-2012

**William J. Dalton, Mayor**

**Steve Jones, Mayor Pro Tem**  
**Dina Nguyen, Council Member**

**Bruce Broadwater, Council Member**  
**Andrew Do, Council Member**

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**Matthew J. Fertal, City Manager**  
**John D.R. Clark, Human Resources Director/City Treasurer**

## CITY NEGOTIATING TEAM

**John D.R. Clark, SPOKESMAN**

**Keith Jones**

*Public Works Director*

**Lt. Benjamin L. Stauffer**

*Police Special Services Commander*

**Maria A. Stipe**

*Assistant to the City Manager*

**Laura J. Stover**

*Human Resources Manager*

## UNION NEGOTIATING TEAM

**Larry Lykins, SPOKESMAN**

*Operations Manager, OCEA*

**Sandy Estlow**

*Association President*

**Joni Hightower**

*Association Vice President*

**Vicki Helton**

*Association Secretary*

**Digna de los Reyes**

*Association Treasurer*

**Alexis Santos**

*Board Member*

**Andy Flaws**

*Board Member*

**Cameron M. Mangels**

*Board Member*

CITY OF GARDEN GROVE  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE CALIFORNIA MEYERS-MILIAS-BROWN ACT  
BY AND BETWEEN THE  
GARDEN GROVE CHAPTER OF THE ORANGE COUNTY EMPLOYEES ASSOCIATION  
AND THE  
CITY OF GARDEN GROVE  
2009-2012

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 Chapter of the Orange County Employees 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 October 1, 2009 through September 30, 2012.

ASSOCIATION / CITY  
MEMORANDUM OF UNDERSTANDING

2009-2012

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## ARTICLE I

### RECOGNITION AND RIGHTS

#### 1. OCEA RECOGNITION

The City hereby recognizes the OCEA as the exclusive representative of the employee representation unit described in Exhibit "A" to the exclusion of all other organizations; provided, however, that nothing contained herein shall be construed to deny those employees who do not belong to OCEA from representing themselves.

#### 2. ASSOCIATION REPRESENTATION

The City agrees to grant reasonable access to employee work locations to officially designated Association representatives for the purpose of processing grievances and in accordance with this Memorandum of Understanding. Each representative, upon notification to his immediate supervisor, may be permitted to leave his regular work schedule during working hours, for reasonable periods of time to perform the following functions:

- a. To represent to a supervisor, a request for a grievance which the Association representative has been requested by any employee or group of employees, to present to such a supervisor.
- b. Investigate any request for adjustment of grievances in the representative's division and present such request for adjustment to the supervisor of the employee who initiated the grievance request.
- c. Attend meetings with management when the representative's presence is necessary to present the grievance for adjustment.

The Association shall notify the City in writing of the names of all representatives who are authorized to represent the employees in the bargaining unit. The number of names including the Association business representative performing these functions shall not exceed five.

The Association representative shall be granted permission to leave his work assignment if his absence will not cause an undue interruption of work.

Each representative shall report to his supervisor the time leaving his work location to perform such duties as set forth herein. The representative shall report to the supervisor immediately upon completion of these duties.

#### 3. PEACEFUL PERFORMANCE

In the event of a work stoppage, the Association, its officers, agents and representatives shall do everything within their power to end or avert the same. Violation hereof will subject violator to legal and equitable judicial relief.

- a. All strikes, including but not limited to work stoppages, sitdowns, slowdowns, and feigned or pretended illnesses during the course of a labor dispute, shall be unlawful.
- b. The consideration for the signing of the Memorandum of Understanding by the City Manager is work done in the designated manner by the designated personnel at the designated time and place.
- c. Participation in a strike against the City shall be deemed an unauthorized absence subject to disciplinary action.
- d. Any recognized employee organization, whose members go on strike against the City, shall cease to be recognized at the time fifty (50) percent of its members go on strike, and that employee organization shall not be entitled to seek recognition for a period of one (1) year from the date of the next recognition period.

4. MANAGEMENT FUNCTIONS

All management rights and functions except those which are clearly and expressly limited in this Memorandum of Understanding 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:

- a. Manage the City.
- b. Schedule working hours.
- c. Establish, modify or change work schedules or standards.
- d. Institute changes in procedures.
- e. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
- f. 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.
- g. Determine services to be rendered.
- h. Determine the layout of buildings and equipment and materials to be used therein.
- i. Determine processes, techniques, methods, and means of performing work.
- j. Determine the size, character and use of inventories.
- k. Determine financial policy including accounting procedure.
- l. Determine the administrative organization of the system.
- m. Determine selection, promotion, or transfer of employees.
- n. Determine the size and characteristics of the work force.
- o. Determine the allocation and assignment of work to employees.
- p. Determine policy affecting the selection of new employees.
- q. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
- r. Determine administration of discipline.
- s. Determine control and use of City property, materials, and equipment.
- t. Schedule work periods and determine the number and duration of work periods.
- u. Establish, modify, eliminate or enforce rules and regulations.
- v. Place work with outside firms.
- w. Determine the kinds and numbers of personnel necessary.

- x. Determine the methods and means by which such operations are to be conducted.
- y. Require employees, where necessary, to take in-service training courses during working hours.
- z. Determine duties to be included in any job classification.
- aa. Determine the necessity of overtime and the amount of overtime required.
- bb. Take any necessary action to carry out the mission of the City in cases of any emergency.
- cc. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the 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 contract, and then only to the extent such specific and express terms are in conformance with law.

By the addition of this article to the agreement, the parties do not intend to add to or subtract from the appeal and grievance rights formerly possessed by the employees.

#### 5. PAYROLL DEDUCTION/CHECK OFF

- a. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs shall be deducted by the City from the pay warrants of such members. The City shall promptly transmit the dues and insurance premiums so deducted to OCEA. There shall be only one OCEA deduction per pay period.
- b. OCEA shall notify the City, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs. Once per fiscal year, the City will, upon written request of OCEA, change the amount of the OCEA deduction for the purposes of any change in OCEA dues. Any other changes in the OCEA dues deduction amount shall be made only upon written request of the employee via the City-authorized payroll deduction card.
- c. Whenever the OCEA notifies the City that there has been a change in the amount required to be deducted for membership dues, the OCEA shall provide certification that the dues paying members of the unit have been notified of such change.
- d. The City assumes no responsibility for keeping itemized records of deductions. The OCEA agrees to hold the City harmless and indemnify the City in any litigation arising out of conformance to this article.
- e. On October 1 of each year, the City shall provide OCEA with a listing of all current employees in this Unit. Such list shall include employee name, job classification and department.
- f. The City, upon request of OCEA, will provide a quarterly listing of all new employees hired into classifications in this unit. OCEA will provide general information, including copies of this MOU, to the City for inclusion in new employee orientation information packets.

6. BULLETIN BOARD(S)

The City will provide space on a bulletin board(s) in the City Hall and in the Police Department for the use of OCEA in posting matters of Association business.

The bulletin board(s) shall be used for the following:

- a. recreational, social and related association bulletins;
- b. scheduled association bulletins;
- c. reports of official business of the association; and
- d. any other written material which has been approved and initialed by the City.

Posted notices shall not be obscene, defamatory or of a partisan political nature, nor shall they pertain to public issues which do not involve the City or its relations with City employees.

7. JOB DESCRIPTIONS

The City shall maintain job descriptions setting forth job duties in each classification within the bargaining unit represented by the Garden Grove Chapter of the Orange County Employees' Association. A copy of each job description shall be made available to the Association. The duties of each classification shall be descriptive of the work performed in that classification.

8. TEMPORARY EMPLOYEES

By way of clarification, temporary full-time and part-time employees are not eligible for the fringe benefits, paid leave policies, or bonus pay programs (e.g., assignment pay, education incentive, etc.) that are available under this Memorandum of Understanding.

9. CONTENTS OF PERSONNEL FILE

- a. Adverse statements shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- b. An employee shall have the right to copy the pertinent parts of his official personnel file in any case where the employee disputes some issue related to performance or is contesting disciplinary action.
- c. An employee shall have the right to respond in writing to any information contained in his official personnel file, such reply to become a permanent part of such employee's official personnel file. Any such written response is to be submitted within thirty (30) days of the date on which the employee either acknowledges in writing receipt of the first document containing such information or refuses to sign such an acknowledgment. Should the employee's response be based on material facts that he or she was not aware of during the thirty (30) day time period and had no reason to be aware of, then this thirty (30) day time period will be waived.

10. ASSOCIATION LEAVE WITH PAY

The City shall allow members of the Association Board a cumulative total of twenty-five (25) hours leave with pay each calendar year in order for Association Board members to attend related functions or meetings. The Association President shall request approval in advance from the department director or his designee to use this leave.

## ARTICLE II

### SALARY AND COMPENSATION

#### 1. WAGES

a. Fiscal Year 2009-10 (October 1, 2009 through June 30, 2010)

The City will provide no (0%) salary increase during fiscal year 2009-10.

b. Fiscal Year 2010-11 (July 1, 2010 through June 30, 2011)

The City will provide a 2% salary increase to all represented classifications listed in Exhibit A to be effective the first full pay period after July 1, 2010.

c. Fiscal Year 2011-12 and through the end of the contract term (July 1, 2011 through September 30, 2012)

The City will provide a 2% salary increase to all represented classifications listed in Exhibit A to be effective the first full pay period after July 1, 2011.

d. Wage Reopener

During FY 2011-12 and through the end of the contract term (July 1, 2011 through September 30, 2012), if another union or association is granted a general wage increase in excess of 2%, the Association may request that the City meet and confer in good faith on extending the same wage increase to the Association.

#### 2. SALARY INCREASES

a. Salary Step Increases

All salary step increases will become effective on the first day of the pay period in which the employee's anniversary date occurs, unless there is a postponement. In the event of a postponement, the effective date of the step increase will be the first day of the pay period in which the increase is authorized.

b. Salary Increase Upon Promotion

The phrase "at least five percent higher" in Section 2.44.210 of the Municipal Code is clarified, through rounding, to mean "at least 4.5 percent higher".

c. Salary Increase Upon Appointment to a Position in an Acting Capacity

The phrase "less than five percent higher" in Section 2.44.230 of the Municipal Code is clarified, through rounding, to mean "less than 4.5 percent higher".

3. ACTING PAY

An employee who is appointed to serve in an acting capacity shall be compensated in accordance with Municipal Code Section 2.44.230, as clarified in Section 2(c) of this Article.

A person appointed in an acting capacity shall be eligible to receive merit increases in his permanent position during the acting appointment but shall not be entitled to merit increases in the position which he or she holds in an acting capacity.

This payment will begin no later than thirty (30) calendar days after the employee is assigned to the position by his department director.

4. BILINGUAL PAY

Effective July 6, 2002, the City will pay seventy dollars (\$70) to a designated bilingual employee required to utilize his full-range of bilingual abilities (Vietnamese, Korean, Spanish and/or any other language designated by the City Manager) on City business. Determination of capability shall be made by qualifying tests established by the City of reading, writing and speaking ability in the given language. An employee so designated by the City shall be required to translate at any time.

Effective the first full pay period following July 1, 2009, the City will pay fifty dollars (\$50) each pay period to a designated bilingual employee required to utilize his verbal-only bilingual abilities (Vietnamese, Korean, Spanish and/or any other language designated by the City Manager) on City business. Determination of capability shall be made by qualifying tests established by the City of speaking ability in the given language. An employee so designated by the City shall be required to translate at any time. An employee may cease to be in a designated position as a result of transfer, promotion, or other reassignment.

5. TUITION REIMBURSEMENT

The City will provide a Tuition Reimbursement Program to qualified employees as described in Exhibit "C." The former Educational Incentive Program will be phased out and will no longer be open to employees not currently receiving benefits from the program. Those employees currently receiving benefits from the Educational Incentive Program may continue to participate in the program until they become ineligible or elect to participate in the Tuition Reimbursement Program. Once an employee, who had been receiving benefits from the Educational Incentive Program, becomes ineligible to participate in the former Educational Incentive Program they may not requalify for that program.

6. LEADPERSON PAY

Leadperson pay shall be paid at five percent (5%) above the employee's base salary when assigned such duties in writing by the department director. The duration of this assignment shall be at the sole discretion of the department director.

7. MATRON DUTIES ASSIGNMENT

Police Records Specialists required to perform Matron duties will accrue one (1) hour of compensatory time for each incident. Only one Police Records Specialist may

accrue this time per each incident. The request for use of compensatory time off shall be approved by the department director or his designee.

8. SENIOR COMMUNITY SERVICE OFFICER ASSIGNMENT

Community Service Officers regularly assigned by the Police Chief to perform the field report writing, court liaison, check detail, property and evidence, and communications call-taker functions shall be assigned to the classification of Senior Community Service Officer. Assignment to the Senior Community Service Officer classification and the duration of such assignment will be at the sole discretion of the Police Chief.

9. COMPENSATION STUDY REQUESTS

During the month of January, the Association may request on behalf of its membership up to five (5) compensation studies to be conducted by the City within 90 days of the request. Each study shall compare the highest salary step of one (1) specific Garden Grove classification with the highest normal salary step of substantially similar classifications, if they exist, in Anaheim, Buena Park, Costa Mesa, Fullerton, Huntington Beach, Irvine, Newport Beach, Orange, Santa Ana, and Westminster only. A finding that the median salary for these ten comparator cities is more than 5% above or below the Garden Grove salary affords the Association the opportunity to request to meet and confer with the City on that particular issue only. Both parties agree that a substantially similar classification must exist in at least five of the above comparator cities to be conclusive. The Association acknowledges that any findings of variation from the market of more than 5% from the median will not automatically result in a recommended change of salary for a specific classification.

10. RECLASSIFICATION REQUESTS

During the month of July, the Association may request on behalf of its membership up to five (5) reclassification studies be conducted by the City within 120 days of the request. The Association acknowledges that reclassification studies may result in a recommendation for a lower classification of a position, a higher classification of a position, or a revision of duties for a position, or a combination thereof. The Association further acknowledges that receiving assignment pay is not a basis for a reclassification.

### ARTICLE III

#### FRINGE BENEFITS

##### 1. RETIREMENT PLAN

- a. Every employee in the competitive service shall participate in the Public Employees' Retirement System retirement plan as adopted by the City Council. Participation shall begin immediately upon employment. Such participation in the retirement plan continues until the employee terminates employment with the City for any reason, and shall then cease under the terms of said plan.
- b. Effective November 19, 1994, the City will no longer pay the employees' seven percent (7% - non-sworn) or nine percent (9% - sworn/safety) contribution to the Public Employees' Retirement System.
  - (1) Effective November 19, 1994, the employee shall begin to pay the "Employee's Contribution" to the Public Employees Retirement System (PERS). The City shall allow these contributions to be treated as "pick-up" in accordance with Section 414(h)2 of the Internal Revenue Service and applicable Government Code sections. These "pick-up" contributions, to the extent permissible, shall be treated as deferred income to the employee for federal and state tax purposes.
  - (2) The Garden Grove Chapter of the Orange County Employees' Association and each and all of its members shall indemnify and hold the City harmless from any and all claims, demands, suits, actions, liabilities, or judgments of any kind whatsoever arising out of or in connection with the actions to be taken and/or the "pick-up" contributions to be made by the City pursuant hereto.
  - (3) Any future income tax obligations resulting from the "pick-up" contributions shall be the exclusive responsibility of the employee. In the event the Internal Revenue Service shall change its current position and determine that such contributions constitute salary, not deferred compensation, any resulting tax obligations shall be the exclusive responsibility of the employee and the City shall not be held responsible therefor.
- c. The City currently contracts with PERS for the following benefits to the miscellaneous retirement plan.
  - (1) Section 21251.132 (2% at 55 Full formula for local miscellaneous members).
  - (2) Section 20024.2 (Highest Year).
  - (3) Section 20862.8 (Credit For Unused Sick Leave).
  - (4) Employee pays the entire "Employee Contribution".

- d. By June 30, 2006 of Fiscal Year 2005-2006, the City shall amend its contract with PERS to add the following benefit to the miscellaneous retirement plan:

Section 21354.4 (2.5% at 55 Full formula for local miscellaneous members - Active Members Only).

Effective at the time of this amendment, miscellaneous employees will pay an additional one percent (1%) "employee contribution" with the total "employee contribution" increasing to eight percent (8%).

- e. The City currently contracts with PERS to provide the following benefit to the Public Safety Retirement Plan to the designated sworn employees in the Association (Special Officer).
- (1) Section 21362.2 (3% @ 50 Full formula for local sworn Public Safety members).
  - (2) Section 20024.2 (Highest Year).
  - (3) Section 20862.8 (Credit for Unused Sick Leave).
  - (4) Sworn Public Safety employees pay the entire "Employee Contribution".

## 2. HEALTH INSURANCE

Except as provided in Section 4 of this Article, the City shall contribute on behalf of each employee and each eligible retiree, the PERS mandatory amount per month toward the payment of premiums for health insurance under the PERS Health Insurance program. For calendar year 2006, the amount is \$64.60, for 2007 the amount will be \$80.80, and for 2008 the amount will be \$97.00. Beginning January 2009, the amount will be adjusted annually to reflect any change in the medical care component of the Consumer Price Index.

Retiring employees and their dependents shall have available the ability to continue to participate in the PERS Health Insurance program. The eligibility of participation shall be determined by the PERS program.

## 3. CAFETERIA PLAN

- a. The City shall make a monthly fringe benefit contribution, as referred to in Section 4 below, to each eligible member of the unit to be used toward the cafeteria plan. These funds shall only be used for eligible plans included within the cafeteria plan. The plan includes health, dental, flexible health and child care reimbursement, deferred compensation, supplemental LTD plans and cash.
- b. All 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.
- c. An employee who selects the option of not enrolling in one of the PERS plans and who meets the conditions outlined in (3-b) above shall receive a monthly

credit (currently \$144) either payable in cash, contributed to the employee's account with the City's deferred compensation plan, flexible health and child care reimbursements, or supplemental LTD plan. This credit shall be provided to such employee once a year in December.

4. CITY FRINGE BENEFIT CONTRIBUTION

- a. The City shall provide a "base" \$756.50 per month composite fringe benefit contribution, which includes the PERS mandatory monthly contribution described in Section 2 of this Article.
- b. The Association agrees to annually modify the City's monthly composite contribution as outlined in Exhibit B.
- c. Those employees who select the cafeteria plan option of cash or deferred compensation shall be provided the difference once a year in December, either through a cash payment or contribution to the employee's account with the City's deferred compensation plan.
- d. The City and Association agree to share the PERS mandatory monthly contribution for retirees (as described in 2 above). The Association will pay, from their fringe benefit contribution, \$3.00 per month per retiree and the City will pay the remaining contribution. The Association's contribution will be made as an adjustment to their annual composite rate.

5. CITY FRINGE BENEFIT CONTRIBUTION - REOPENER

During fiscal year 2010-11 and/or fiscal year 2011-12, 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.

6. LIFE INSURANCE

The City will provide term life insurance benefits equal to the individual's annual salary rounded to the next \$1,000.

7. LONG-TERM DISABILITY

The City will provide a long-term disability insurance program which will provide up to 2/3 of base salary (\$6,000 maximum) after the employee has been disabled for 90 calendar days or has used all of his accrued sick leave, whichever is longer.

8. MEDICARE

Effective April 1, 1986, all newly hired employees must be covered under MEDICARE. All newly hired employees will have a deduction from their paycheck to cover the cost of MEDICARE. The deduction and salary requirements are determined by federal regulations.

In the event that any or all of the provisions of MEDICARE are no longer applicable to local government, due to either legislation or judicial action(s), the benefits set forth

in this section so effected shall be null and void and the City's requirement to provide those benefits shall cease.

9. MILEAGE REIMBURSEMENT

When an employee is authorized to use his private vehicle to perform official City business, the employee will be compensated at the allowable IRS reimbursement rate and will not be reported as taxable income. Should the IRS reimbursement rate be adjusted, the amount listed above shall be similarly adjusted, prospectively, to the new IRS rate, but only after the City has received notification of the new IRS rates.

10. SOCIAL SECURITY (FICA)

In the event that all or part of the employees in this unit become covered by Social Security (FICA), Medicare, or any similar system during the term of the MOU, nothing in this MOU shall be construed to require the City to pay any contribution on behalf of any employee or to furnish any related benefits.

Should Federal legislation mandate Social Security (FICA) upon "new" hires into the bargaining unit, the City and the Association acknowledge that the current PERS retirement plan will not be available to those new hires, and the City and the Association will immediately begin to meet to discuss alternative retirement plans for these "new" hires.

11. ICC/AWWA CERTIFICATION

Upon prior approval of the department director, employees shall be eligible to receive reimbursement for the cost of ICC and/or AWWA test(s). Reimbursement shall only be paid for test(s) which are passed and for which a certificate is either issued or renewed.

12. CONTINUATION OF FRINGE BENEFITS

The City shall continue to pay its designated cafeteria contribution toward the cost of the medical and dental insurance premiums for up to 12 weeks in a 12-month period of a leave of absence without pay for employees who are on such status due to illness, injury, or pregnancy disability only. This time is not in addition to the time provided for under the FMLA or CFRA. Should such leave continue longer than 12 weeks, or in the case of any other type of leave of any length, the employee shall become liable for the full cost of these insurance premiums in order to continue uninterrupted coverage.

If an employee fails to return to work after his leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health and dental plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee.

## ARTICLE IV

### WORK SCHEDULES AND OVERTIME

#### 1. WORK WEEK

- a. Employees shall be scheduled on the basis of a "9/80" work schedule encompassing a fourteen (14) calendar day period. During one (1) seven (7) day period, the employee shall work five (5) days with two (2) days off. During the other seven (7) day period, the employee shall work four (4) days with three (3) days off. One (1) of the nine (9) work days shall be eight (8) hours and the remaining days shall be nine (9) work hours.
- b. Some employees shall remain on a "5/8" work schedule as determined by the City.
- c. Employees in the Records and Civilian Report Writers section in the Police Department shall work a "4/10" work schedule. Police employees assigned to other functions will have their work schedule determined by the Police Chief.
- d. Public Safety Dispatchers and Communication Shift Supervisors will work a "3/12" schedule over a fourteen (14) calendar day period.

#### 2. LUNCH BREAKS AND REST PERIODS

The City will provide a 30-minute or a one-hour lunch break, without pay, and two paid rest periods per work shift. The rest periods will be 10 minutes each for any work shift.

A one-half hour paid meal period, when available, will be included in the work shift for Public Safety Dispatchers/Communications Shift Supervisors. This break, when available, is to be taken within the assigned work area of the Police Station and must allow response to emergency situations.

#### 3. OVERTIME

All work performed in excess of 40 hours per week will be paid at one and one-half times the straight hourly rate or compensation time accrued at one and one-half times.

#### 4. CALL BACK

Off-duty employees recalled to work shall receive compensation at time and one-half their regular hourly rate for a minimum of two (2) hours, but shall not receive more than two (2) hours of compensation at time and one-half for any two (2) hour period.

#### 5. COURT PAY

Court Pay is intended to compensate employees for time spent in court during their off-duty hours. When employees are called to attend court, they shall receive compensation at time and one-half their regular hourly rate for a minimum of two (2) hours or the actual time spent in court if it exceeds more than two (2) hours.

The actual time in court cannot be counted twice if it extends into the employee's duty shift. Lunch break from court shall not be considered work time and will not be compensated.

6. COURT ALERT PAY

Court alert pay is intended to compensate employees for the inconvenience of being available to testify in court during their off-duty hours due to a work-related subpoena. An employee shall receive two (2) hours of straight time compensation for awaiting a call to court between 8:00 a.m. and 12:00 p.m. (noon) and two (2) hours of straight time compensation for awaiting a call to court after 1:00 p.m.

Employees who receive a subpoena for a time that is less than two (2) hours prior to the commencement of their duty shift or other compensated hours, will receive actual alert pay.

Employees who receive an afternoon subpoena shall receive no compensation if they are called off prior to the court subpoena time if it is an "on duty" day for the employee, regardless of the shift hours. Employees who receive a subpoena on their days off shall be compensated for two (2) hours standby time even if they are called off prior to the subpoena time.

Employees who receive subpoenas on their duty day and are scheduled to go off duty within one (1) hour of the end of the normal court day shall not receive court alert pay. Upon completion of their duty day, if they have not been taken off call, they shall call the court liaison officer, check the case status and notify the liaison officer that they are leaving work and where they can be located for the one (1) hour. If the court liaison officer is not available, the employee will notify the Watch Commander of his location for the one (1) hour.

7. OVERTIME ACCRUAL

At the discretion of the department director, an employee may be allowed to accrue at the overtime rate, up to a maximum of eighty (80) hours of compensatory time in lieu of cash payment in any one fiscal year. Should the accrual exceed 80 hours at any time, the excess will be paid in cash during the payroll period in which it is accrued. At the end of each fiscal year, any hours in excess of fifty (50) will be paid out in cash.

Any "In lieu" holiday hours or Personal Leave holiday hours shall be in excess of this limit. The request for use of compensatory time off shall be approved by the department director or his designee.

8. WORK DAYS - CHRISTMAS TO NEW YEARS

The majority of City facilities will be closed on the work days between Christmas and New Year's Day. Employees will be required to use holiday, vacation, compensatory time or leave without pay during this period.

9. WORK SCHEDULES DETERMINATION

Notwithstanding any other provision in this MOU, the City reserves the exclusive right to determine unilaterally, such issues relating to work schedules and alternative

work schedules (e.g., 9/80, 4/10, 3/12 Plans, and Christmas/New Year's work week) as start times, scheduling and assignments to such schedules.

10. PAY PERIOD ADJUSTMENT

The City retains the right to adjust the pay periods, including the ability to continue to have the Friday after Thanksgiving Day remain an off-Friday for most employees under the 9/80 work schedule.

11. ABSENCE FROM WORK

Employees are required to use all reasonable efforts to schedule all non-work related activities, such as routine medical, dental, or other health-related appointments, auto repair and any other type of appointments that may otherwise necessitate the employee's absence from work, for their regularly scheduled days off.

12. SHIFT SELECTION PROCESS FOR CIVILIAN WORK UNITS IN THE POLICE DEPARTMENT

Managers responsible for the operation of civilian units in the Police Department that require shift assignments (Records, Communications, Civilian Report Writers) will design a shift schedule. Shift schedules are six months in duration. Prior to each shift change, each employee assigned to that unit will be asked to submit a "dream sheet" indicating his first and second preferences of the available shifts and days off. The respective unit managers and supervisors will assign shifts and days off taking into consideration, as one factor, the employee's preferences and previous shift assignments. No particular shift or days off are guaranteed. The unit manager will retain final scheduling authority.

ARTICLE V  
LEAVE POLICY

1. VACATION LEAVE

a. Basis of Accrual

Every full-time permanent and full-time interim employee shall be entitled to a paid vacation leave of eighty (80) hours following one year of full-time service with the City. Following the completion of the first year of service, every employee, shall be allowed ten (10) hours vacation leave with pay for each full month of continuous service in which the employee has worked or has been authorized leave of absence with pay. Accrual of vacation leave after the one year of employment period will begin with the first of the month nearest the one year completion date of said service. Following the completion of the ninth year of service, every employee except part-time and temporary appointments shall be allowed twelve (12) hours vacation with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Following the completion of the fourteenth year of service, every employee except part-time and temporary appointments shall be allowed fourteen (14) hours vacation leave with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Following the completion of the nineteenth year of service, every employee except part-time and temporary appointments shall be allowed seventeen and one-quarter (17.25) hours vacation with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Following the completion of the twenty-fourth year of service, every employee except part-time and temporary appointments shall be allowed twenty and one-half (20.50) hours vacation with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay.

b. Vacation Accrual

Every full-time permanent and full-time interim employee shall be entitled to accrue vacation earned during two full calendar years of employment. If for some specific reason an employee wishes to accrue vacation leave in excess of the limits established herein, he or she must submit a request in writing to his department listing these reasons. The department director and City Manager shall review and may grant such request if it is in the best interest of the City. The excess of the limit shall be determined by the department director and the City Manager.

c. Effects of Holiday on Vacation Leave

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

d. Effect of Leave of Absence on Accrual of Vacation Leave

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's annual vacation earned during the calendar year to be reduced proportionately for each month or major portion of a month that the employee is on leave of absence without pay.

e. Compensation for City Work During Vacation Prohibited

Police Department employees required to be available to testify in court during their approved vacation leave shall be eligible for Court Standby as defined in Article II-6. No other employee shall be permitted to work for compensation for the City in any capacity during the time of his paid vacation leave from City service.

f. Vacation Pay at Separation

Any employee with regular or interim status separating from the City service who has accrued vacation leave shall be entitled to pay in lieu of such vacation. When separation is caused by death of an employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

g. Vacation Buy-Back

Effective December 31, 2006, and each December 31st thereafter, employees may convert up to eighty (80) hours of unused vacation benefit at their then (December 31) hourly rate of pay into cash, provided that they have utilized at least eighty (80) hours of vacation benefits in the calendar year ending on said December 31 and have remaining after such conversion at least eighty (80) hours of unused vacation benefits.

2. HOLIDAYS

a. Authorized Holidays

Every full-time regular and full-time interim employee on a 9/80 work schedule shall be entitled up to nine (9) hours pay for the following holidays each calendar year and such other days or portions of days as may be designated by action of the City Council:

- \* 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<sup>th</sup> (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- \* December 25th (Christmas Day)
- \* Two (2) work days - the week between Christmas and New Year's
- Two (2) Floating holidays

- \* The specific day that City employees will observe these holidays will be designated by the City Manager six (6) months prior to actual observation.
- \*\* In any year that July 4th falls on a closed Friday for City Hall employees, Saturday or Sunday, employees shall receive an "In lieu" holiday of nine (9) hours of compensatory time that must be used between July 1st and December 31st of that year. Employees on a 4/10 schedule shall receive ten (10) hours and those on a 3/12 schedule shall receive twelve (12) hours.
- \*\*\* Veteran's Day shall be taken on November 11 except when November 11 falls on a closed Friday, Saturday or Sunday, in which case it will be taken the following Monday (i.e., November 14, November 13, or November 12).

The request for use of Floating holidays shall be approved by the department director or his designee each year. All holidays must be used by December 31<sup>st</sup> of each year.

The above-listed holidays for employees on a "5/8" work schedule shall be eight (8) hour days, including any "In lieu" holidays. Those employees shall also receive the Friday after Thanksgiving as a paid holiday.

b. Authorized Holidays - Other Work Schedules

Effective January 1, 1995, full-time employees on a 4/10 or 3/12 work schedule shall be entitled to receive 107 hours of holiday pay each calendar year to be used on the following days:

- \* January 1st (New Year's Day)  
Third Monday of February (Presidents' 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)  
Two (2) Floating Holidays

Employees on the 4/10 schedule shall also receive one (1) Personal Leave Day which use must be approved by the department director or his designee and used by December 31st of each year.

The request for use of Floating holidays shall be approved by the department director or his designee each year. All holidays must be used by December 31<sup>st</sup> of each year.

c. Procedure if Holiday Falls on Regular Day Off

When a holiday falls on a regular day off, said employees shall be entitled to equivalent time off in lieu of the holiday. Determination of when such time off may be taken shall be made by mutual agreement.

d. Employees Required to Work on Holiday

Any employee whose work schedule and assignment of duties require him or her to work on an authorized holiday shall receive additional compensation, either time off or pay, for such work at time and one-half the rate at which he or she is employed. Determination of when such time off may be taken shall be made by mutual agreement. For purposes of this section, "authorized" holiday is defined as the actual calendar date of the holiday and not necessarily the date the holiday is observed by the City. The Personal Leave holiday shall not be considered an authorized holiday for the purpose of this paragraph only.

e. Eligibility for Holiday Pay

An employee must work or be on paid leave status or regularly scheduled day off on both the work day prior to and work day following an authorized holiday in order to be eligible for holiday pay. The only exception is between the Christmas-New Year's period, for those employees whose City office is closed, when an employee may take leave without pay and not lose eligibility for those holidays. When an authorized holiday occurs during an employee's paid leave, the employee shall receive holiday pay for that day which will not be charged against his paid leave. Should an employee request use of paid sick leave on the day prior to and/or after an authorized holiday, the department director may, where he or she has reason to believe the employee is abusing sick leave, require a doctor's certificate or other satisfactory proof of illness before holiday pay is granted.

f. Holiday – "Me Too" Clause

If the City provides an additional holiday to another union or association in the third year of this contract, the City shall also provide the same holiday to Association members.

3. SICK LEAVE

a. Accrual of Sick Leave

Every full-time regular and full-time interim employee shall be allowed eight (8) hours sick leave with pay for each calendar month of actual continuous service dating from the first of the month nearest the commencement of said service. Such accruals shall be cumulative.

b. Family Sick Leave

Forty-eight (48) hours of normally accrued sick leave may be permitted to be used in any calendar year for family sick leave in lieu of personal sick leave. Only members of the employee's immediate family (legal spouse, dependent children, dependent sibling residing with employee, and/or dependent parents) who may/may not live in the employee's household, but who require the employee's presence for the purpose of receiving medical care, shall qualify for family sick leave benefit; or, to the extent an employee is required to care for a below school-age child, or a dependent child below ten years of age in the case of school holidays or school breaks, where the spouse who customarily and on a

daily basis is that child's primary caretaker, is medically disabled from performing that function.

c. Proof of Illness

The Human Resources Director may require a certificate issued by a licensed physician or other satisfactory proof of illness before any type of sick leave is granted for any absence. If the sick leave request equals five (5) or more working days, the Human Resources Director may also designate a licensed physician to conduct a physical examination and such examination shall be conducted at City expense. Employees shall be required to complete a sick leave verification form when returning to work after utilizing sick leave. Such certificate must document that the employee was treated by a licensed physician on the day or a day of the absence and that he or she was required to be off work for the entire period of the absence.

d. Effect of Leave of Absence on Sick Leave Accrual

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's normal rate of sick leave accumulation to be extended by the number of calendar days for which such leave of absence has been granted less the first fifteen (15) calendar days of such leave.

e. Annual Sell Back

Once every fiscal year during the month of July, an employee who has accumulated 240 unused sick leave hours shall be eligible to sell back to the City one-half of his annual accrued but unused sick leave hours in excess of 240 hours, at the rate of \$.70 on the dollar based upon the hourly rate of pay in effect as of June 30. The remaining one-half of annual accrued but unused sick leave hours will remain in the employee's bank of accumulated sick leave. The employee may instead convert the equivalent amount of hours, after the \$.70 on the dollar conversion, to vacation hours. (See Exhibit D.)

f. Pay Off at Retirement

At the time of an employee's service or disability retirement, the City shall pay to him or her an amount equal to 50% of his total accumulated but unused sick leave hours, provided that the 50% 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, per PERS rules. (See Exhibit D.)

At the written request of the employee, 100% of the accumulated but unused sick leave hours may be used toward the extension of his service period under PERS rules and no payout will occur.

4. ON-THE-JOB INJURY LEAVE

a. Workers' Compensation Leave

Employees compelled to be absent from duty on account of injury or illness arising out of and in the course of employment shall receive a paid leave of absence for work time lost, but not to exceed the first three (3) calendar days.

b. Temporary Disability

(1) If an employee is eligible to receive temporary disability payments under the California Workers' Compensation Law, the City shall apply his accumulated unused sick leave in a prorated amount equal to the difference between his regular salary and the temporary disability payment.

(2) The employee, under such system, shall be entitled to receive a cumulative total of up to six (6) months supplemental compensation for absences following and related to the occurrence of a specific injury regardless of his initial unused accrued sick leave balance. This supplemental compensation shall cease at the end of the cumulative six (6) months, regardless of whether there is any remaining accumulated but unused sick leave balance. At that time, the employee may still be eligible for temporary disability payments under the Workers' Compensation Law.

c. Accrual of Leave Benefits

Any regular employee shall continue to accrue vacation, holidays and sick leave and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury, providing he or she receives compensation payments under the provisions of the California Workers' Compensation Law. A probationary employee shall be entitled to the same benefits as a regular employee except he or she shall not continue to earn eligibility for consideration for merit salary increases.

5. BEREAVEMENT LEAVE

Whenever any employee, except those with temporary appointments, is compelled to be absent from duty by reason of death or critical illness where death appears imminent, of members of the employee's extended family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, step-parent, grandmother, grandfather, grandchildren, legal guardian or ward), such person shall be entitled to a one-time per family member leave of absence with pay, for up to four (4) working days.

6. MILITARY LEAVE

Military leave with pay shall be granted in accordance with provisions of the Military and Veterans Code of the State. An employee entitled to military leave shall give his department director an opportunity within the limits of military regulations to determine when such leave shall be taken. The employee shall immediately notify his supervisor upon receipt of military orders and present a copy of the orders to his

department director prior to taking such leave. The department director shall in turn advise the Human Resources Director of such military orders.

7. NON-INDUSTRIAL DISABILITY LEAVE

An employee who is temporarily incapable of performing the full range of duties of his position due to illness, injury, or pregnancy disability must provide a medical certificate from his treating physician certifying that the medical leave is necessary and the employee is unable to perform their job duties, specific limitations/restrictions, the beginning date and anticipated ending date of such limitations/restrictions. Should the employee need to take a leave of absence due to such disability, he or she must use all accrued paid leave prior to requesting leave without pay, provided that the use of sick leave in the case of pregnancy disability is optional to the employee prior to use of leave without pay. A medical certificate from the employee's treating physician stating the requirement for leave and anticipated length of leave must be submitted to the Human Resources Director prior to authorization for such leave. Upon return to work from a disability leave, a medical certificate with specific comment on limitations/restrictions (or lack of such) must be submitted to the Human Resources Director.

8. JURY DUTY

- a. An employee called for jury duty shall as soon as practicable notify his department director of the required duty dates upon receipt of such notice. Employees serving on jury duty in courts which have established a "call-in" system are requested to use this "call-in" process.
- b. An employee will not be paid additional salary on days he or she is required to be in attendance at court for jury duty on an observed City holiday. For any regular work day or part of regular work day that an employee is not required to be in court, he or she shall report to the City for duty. Employees must account to their department director for any time off due to illness or any other reason(s) while on jury duty.
- c. The City will pay the salary for up to fifteen (15) working days in a calendar year of a regular or probationary employee who is required to serve jury duty if he or she remits to the City his compensation for such jury duty and submits written documentation of attendance at court. If he or she does not remit this compensation and submit certified documentation of attendance, he or she shall be paid only for the time he or she actually worked in his City position. Notification of requirement to serve on jury duty and intent to remit compensation for such shall be made in writing to the employee's department director prior to such service.

9. TIME OFF FOR EXAMINATIONS

All persons in the competitive service shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations pertaining to positions in the competitive service of the City.

10. LEAVE OF ABSENCE WITHOUT PAY

a. General Policy

Any employee may be granted a leave of absence without pay upon the approval of the Human Resources Director pursuant to the recommendation of his department head. A leave without pay may be granted for any of the following reasons:

- (1) Illness or disability
- (2) Pregnancy
- (3) To take a course of study which will increase the employee's usefulness on return to his position in the City service
- (4) For personal reasons acceptable to the Human Resources Director and department head.

b. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee but may be initiated by his department head. The department head's written recommendation (that it be granted, modified or denied) shall be promptly transmitted to the Human Resources Director. The Human Resources Director shall then make his determination in writing. A copy of any approved request for leave of absence without pay shall be delivered promptly to the Finance Director.

c. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed one year provided that the City Manager may extend such leave for an additional period up to one year. Procedure in granting extensions shall be the same as that in granting the original leave provided that the request for extension is made not later than fourteen (14) calendar days prior to the expiration of the original leave.

d. Return from Leave

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he or she shall contact his department director at least fourteen (14) calendar days prior to the day he or she plans to return. The department director shall promptly notify the Human Resources Director of the employee's intention.

e. Leave Without Pay

An employee shall utilize all his vacation and/or compensatory time off prior to taking an authorized leave of absence without pay.

11. ABSENCE WITHOUT LEAVE

a. Advance Notice

Whenever possible an employee shall notify his department director or immediate supervisor in advance of the date he or she expects to be absent from duty and the reasons for such absence.

b. Notification on Day of Absence

Any employee who is absent from duty shall report the reason for such absence to his department director or immediate supervisor within 30 minutes after the start of his normal work shift, except where uncontrollable circumstances prevent the employee from calling within that time frame. In that event, the employee shall give such notice as soon as practicable.

Police Department employees shall report to the Watch Commander at least one hour prior to the beginning of their assigned work shift.

c. Failure to Provide Notice

An employee who is absent without notice may be considered to have abandoned his position and therefore may be terminated from City service.

ARTICLE VI

EQUIPMENT AND SAFETY

1. STEEL-TOED SAFETY SHOES

Any employee represented by the Association who is required to regularly wear steel-toed safety shoes shall be entitled to a reimbursement of up to one-hundred ninety dollars (\$190) per fiscal year for the purchase or repair of approved shoes upon presentation of receipt of such purchase/repair.

Employees in the classifications of Environmental Services Specialist and Senior Environmental Services Specialist shall be required to wear steel-toed safety shoes while on industrial inspections and/or at construction sites and shall be entitled to a reimbursement of up to one hundred dollars (\$100) per fiscal year upon presentation of receipt of such purchase or repair of approved shoes.

2. SAFETY COMMITTEE

The City will authorize one representative of the Association to be a member of the Citywide Safety Committee.

3. UNIFORMS

Employees may be required to wear uniforms issued by the City if so determined by their respective department director(s). The City will replace uniforms due to normal wear.

## ARTICLE VII

### WORKING CONDITIONS

#### 1. EMPLOYMENT MEDICAL AND/OR PHYSICAL EXAMINATION

Any employee in the competitive service may be required to take and pass a medical, physical and/or psychological examination whenever, in the judgment of the appointing authority, it would be in the best interest of the City to make such a requirement. Employees who, in the opinion of the medical examiner, are physically incapable of meeting the normal requirements of their positions may be assigned to a class for which they are suitable. All employment examinations required by the City shall be conducted at City expense.

#### 2. TRAINING

For on-the-job training purposes, the City may assign an employee to a higher classification in order to learn the duties of that classification. The individual employee will be made aware of the program to be carried out and the training period will not continue for more than six months. The individual assigned will continue to receive compensation at the rate to which he or she is assigned in his regular position while in the training capacity. Selection of the individual will be from a list of volunteers based on job performance experiences and related factors.

#### 3. PROMOTIONAL POLICY

Where qualified candidates exist, it shall continue to be the City's policy to encourage promotion from within to the fullest extent of the law.

#### 4. OUTSIDE EMPLOYMENT

An employee in the competitive service shall not engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with his duties, functions or responsibilities as a City employee, nor shall he or she engage in any outside business or employment activity which will directly or indirectly contribute to the lessening of his effectiveness as a City employee.

ARTICLE VIII

GRIEVANCE/DISCIPLINE/LAYOFF/PROBATIONARY PERIOD

1. GRIEVANCE PROCEDURE

The parties agree that the grievance procedure contained in Resolution No. 4066-71 as amended shall be binding upon the parties for the term of this Agreement and is incorporated herein by reference.

2. DISCIPLINARY NOTICE PROCEDURE

The City will follow notice and procedures required by law prior to implementing disciplinary proceedings.

3. DISCIPLINARY APPEAL

Both the City and the Association acknowledge the right to waive the tri-partite ad hoc personnel appeals board, as described in Section 2.44.390 of the Municipal Code.

The appeals procedure set forth in Garden Grove Municipal Code Section 2.44.390 ("Appeals Procedure") shall not be available for disciplines of less than a full day; provided, however, that in the event a discipline of a day or more is issued as part of progressive discipline, and such level of progressive discipline relies on a previous incident for which the Appeals Procedure was not available ("Previous Incident"), the employee may raise the propriety of the Previous Incident, but only as part of the determination of the propriety of the discipline of a day or more, and only if the employee, on a timely basis, exhausted the administrative remedies available to them in the Grievance Procedure for the Previous Incident.

4. LAYOFF PROCESS

City Code Section 2.44.400 states, "Seniority and competency shall be observed in effecting a reduction in personnel. Layoff shall be made within classes of positions for layoff purposes, competency shall be determined by the head of the department." The layoff process shall be utilized on a departmental basis.

EXAMPLE:

<u>Seniority</u>		<u>Competency</u>		<u>Average Ranking</u>
1	Employee A	2	$3 \div 2 =$	1-1/2
2	Employee B	3	$5 \div 2 =$	2-1/2
3	Employee C	1	$4 \div 2 =$	2

Employee B (the employee with the highest average ranking) would be the employee selected to be laid off in this classification.

If Employee B chooses to bump into a lower classification he or she would be given a competency factor equal to the average for the new classification.

In the event of equal average ranking scores, seniority will be used to determine selection.

Step 1

Determination of need for layoff will be made by the City.

Step 2

Classifications to be affected will be determined by the City and number involved.

Step 3

Within the classification, employees will be ranked by seniority and ranked by competency in classification. After six months employee carries seniority in the new position with him or her into the new classification. Seniority is computed from date of probationary appointment to full-time position, whether City or federally funded.

Step 4

The department director will determine, based on official personnel records and/or qualified testing procedures, where applicable, the individual selected for layoff in the classification. The department director will utilize a combination of the seniority and competency of the individual in making this determination. The Human Resources Director will confer with the Employees' Association if qualified testing is to take place.

Step 5

An individual laid off from a particular classification may "bump" into a classification for which he or she is qualified (qualification is presumed where the person has held the position previously with the City or where a lower position is in a normal line of promotion). After an employee is informed of an impending layoff or "bump down", he or she must inform the Human Resources Director within five working days of his intent to take the option of the layoff or the "bump down".

Step 6

The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.

Step 7

When the "bump down" reaches the lowest classification in the series, determination for layoff will be made by seniority only.

5. SENIORITY

Seniority is defined as the length of continuous paid employment with the City. Seniority shall be retained but shall not accrue during periods of leave without pay.

6. PROBATIONARY PERIOD

a. Initial Probationary Period

Every person receiving an appointment to the competitive service which has not been designated as a temporary position shall be required to serve a probationary period of twelve (12) months, commencing on the date of appointment.

b. Probationary Period Following Promotion

- (1) Regular Employee: A regular employee who is promoted shall serve a probationary period of six (6) months in the new position to which he or she has been promoted commencing on the date of such promotion. This probationary period may be extended for up to an additional six (6) month period, upon action of the department director.
- (2) Probationary Employee: A probationary employee who is promoted to a position in a class with a higher salary range shall complete the probationary period of six (6) months required of employees with regular status who have been promoted. This probationary period may be extended for up to an additional six (6) month period, upon action of the department director.
- (3) When a department manager reasonably concludes that an employee's six (6) month probationary period is insufficient to allow the manager to evaluate the performance of the employee, the department manager may recommend in writing to the department director that the probationary period be extended for up to a six (6) month period. The department director shall have exclusive authority over any such extension. In the event the probationary period is so extended, the affected employee shall have an opportunity to discuss the extension with his department director. During the extension period the employee shall remain in probationary status, unless the department director removes the employee from probationary status prior to the end of the extended probationary period.

If the department director wishes to extend a probationary period, he or she shall so notify the affected employee in writing before the end of the original six (6) month probationary period.

c. Police Department Positions

Notwithstanding the probationary time periods set forth above, the classifications of Communications Shift Supervisor, Community Services Officer, Police Records Shift Supervisor, and Special Officer shall serve a probationary period of twelve (12) months, commencing on the date of appointment, for both initial appointments and promotional appointments. Public Safety Dispatcher shall serve a probation period of eighteen (18) months commencing on the date of appointment, for both initial appointments and promotional appointments.

## ARTICLE IX

### GENERAL PROVISIONS

#### 1. SAVING CLAUSE

If any provision of this Agreement or the application of such provisions to any person or circumstances be ruled contrary to law, by any Federal or State court, or duly authorized agency, the remainder of this Agreement will remain in full force and effect.

#### 2. FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Copies of the following documents are incorporated herein by reference:

- a. Meyers-Milias-Brown Act
- b. City Council Resolution No. 4066-71 as amended -- Employee Relations Resolution
- c. Chapter 2.44 of the Garden Grove Municipal Code, revised, entitled "Personnel System"

#### 3. LABOR/MANAGEMENT COMMITTEE

The City and the Association hereby agree to create a committee composed of an equal number of members from management and labor to meet and confer on issues of contract interpretation and implementation on a quarterly basis when and if requested by the Association President. This committee shall not consider substantive modifications to the wages, hours, terms and conditions of employment already specifically outlined herein.

FOR THE CITY OF GARDEN GROVE:

  
JOHN D.R. CLARK  
Human Resources Director

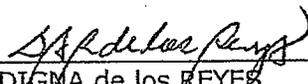
  
LAURA STOVER  
Human Resources Manager

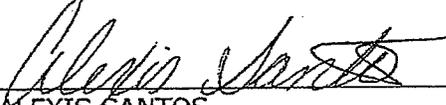
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THE ORANGE COUNTY EMPLOYEE'S  
ASSOCIATION:

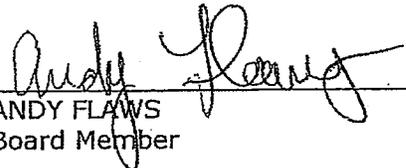
  
SANDY ESTLOW  
President

  
JONI HIGHTOWER  
Vice-President

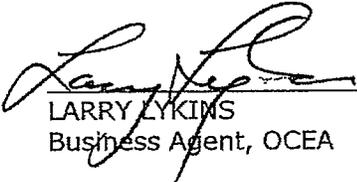
  
VICKI HELTON  
Secretary

  
DIGNA de los REYES  
Treasurer

  
ALEXIS SANTOS  
Board Member

  
ANDY FLAWS  
Board Member

  
CAMERON MANGELS  
Board Member

  
LARRY LYKINS  
Business Agent, OCEA

## GARDEN GROVE EMPLOYEES' ASSOCIATION

<u>Represented Classification</u>	<u>Salary Range</u>
Account Specialist	E 112
Accountant	E 160
Accounting Technician (*Payroll)	E 152
Administrative Aide	E 135
Assistant Buyer	E 134
Assistant Community Services Supervisor	E 150
Assistant Engineer	E 175
Assistant Planner	E 150
Associate Engineer	E 195
Associate Planner	E 161
Building Inspector	E 160
Business Tax Inspector	E 143
Buyer	E 154
Cable Production Coordinator	E 150
Clerical Assistant	E 108
Code Enforcement Officer	E 153
Communications Shift Supervisor	E 160
Community Services Coordinator	E 130
Community Service Officer	E 131
Construction Inspector	E 161
Department Secretary*	E 143
Economic Development Specialist	E 150
Eligibility Technician	E 128
Employment Specialist	E 125
Engineering Technician	E 149
Environmental Services Specialist	E 143
Fire Prevention Technician	E 140
Fire Protection Specialist	E 161
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Graphics Designer	E 135
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Information Technology Programmer	E 179

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Public Safety Dispatcher	E 150
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Senior Housing Specialist	E 150
Senior Information Technology Technician	E 159
Senior Office Assistant	E 123
Senior Recreation Specialist	E 101
Senior Repro Equipment Operator	E 135
Senior Water Quality Technician	E 165
Senior Word Processing Operator	E 123
Special Officer	E 157
Stock Clerk	E 112
Storekeeper	E 135
Water Quality Technician	E 150
Webmaster*	E 174
Word Processing Operator	E 113

Note: \* The above classifications are designated confidential employees for the purposes of the Meyers-Milias-Brown Act.

CITY FRINGE BENEFIT FORMULA1. CITY COMPOSITE/BASE FIGURE

The composite City cost shall be calculated as of January 1, 2009, to be \$756.50. This "base" figure may be changed as provided in Article III, Section 4, and as set forth below.

2. "NO COST" CONCEPT

The Association agrees to modify annually the City's composite health benefit contribution. This shall be known as the "adjusted" composite cost and is based on the costs of the following:

- a. Actives: The actual annual City total cafeteria benefit contribution to all enrolled unit employees and those not enrolled, but eligible for the monthly credit (currently \$144). This amount will be calculated each June by totaling the costs for the previous twelve (12) months.
- b. Retirees: The actual annual City total cost of all enrolled unit retirees in the PERS Health program. This amount will be calculated each June by totaling the City costs for the previous twelve (12) months.
- c. Administration: Fifty percent (50%) of the cost of the PERS administrative charge for both actives and retirees of the unit. This amount will be calculated each June by totaling the costs for the previous 12 months.

3. ADJUSTED COST

These three (3) costs shall be totaled together and divided by 12. The quotient shall then be divided by the number of unit employees to produce the "Adjusted" composite figure for the unit.

4. MODIFYING THE "ADJUSTED" CITY HEALTH BENEFIT COMPOSITE FIGURE

- a. Should the "Adjusted" cost figure from the previous twelve (12) months be more than the "base" figure, the next annual City contribution shall be modified by subtracting the excess from the base figure (see Example #1).

Example #1

Adjusted Cost (\$665.00): Base (\$660.00)

Excess = \$5.00

December 1, 2007 composite figure shall be \$655.00

(\$660.00 - \$5 = \$655.00)

- b. Should the "Adjusted" cost figure from the previous twelve (12) months be less than the "base" figure, the next annual City contribution shall be modified by adding the savings to the base figure (see Example #2).

Example #2

Adjusted Cost (\$655.00): Base (\$660.00)

December 1, 2007 composite figure shall be \$665.00

(\$660.00 + \$5 = \$665.00)

TUITION REIMBURSEMENT PROGRAM1. ELIGIBILITY

All regularly appointed full time employees who have passed their initial probationary period are eligible to receive tuition reimbursement. Courses must commence after passing the initial probationary period.

2. COURSE ELIGIBILITY

Courses must be in excess of the educational standards for the position. An example of this would be job-related college or university courses when the specification for the classification calls for high school graduation.

Courses must be taken at colleges or universities accredited by one of the six regional accreditation bodies for the United States (as approved by the Department of Education), including the Western Association of Schools and Colleges, the Northwest Association of Colleges and Universities, the Middle States Commission on Higher Education, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, and the Southern Association of Schools and Colleges. Credits given for non-classroom assignments such as life experiences, military training, and professional training are not reimbursable. While on-line courses from accredited institutions are acceptable, correspondence courses are not eligible for reimbursement.

Coursework must be related to the employee's current occupation or to a City classification to which the employee may reasonably expect promotion.

No coursework beyond the Master's Degree level or any law school coursework is eligible for reimbursement.

Each course must be identified as to whether it is a core course or a recommended elective for the approved major.

Courses that duplicate previously taken courses are not eligible.

Courses are required for the completion of the pre-approved job-related major. An example would be general education or elective requirements to the major as stated in the college/university catalog. Remedial courses or those taken as required for non-approval major shall not be eligible.

Employees who currently have a Bachelor's/Master's degree may be authorized to take an undergraduate/graduate course in a specialized field directly related to the duties of their classification.

Courses are not taken on City time and must be certified that they are taken on the employee's off-duty time.

Courses must be approved by the Department Director and the Personnel Department before commencement of the class.

### 3. REIMBURSABLE EXPENSES

The City shall reimburse employees for tuition, registration fees and texts/materials and lab fees required for the eligible courses. Expenses for parking, travel, meals, non-course fees (e.g., student association fees, insurance fees), processing fees, transcript fees, materials and any other costs are not reimbursable.

Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the California State University system with a maximum of \$2,000 per fiscal year, effective January 1, 2007, for courses completed during that particular fiscal year. Effective January 1, 2008, the maximum of \$2,400 per fiscal year will be available for reimbursement. The difference between the City's maximum reimbursement during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.

Funds received from any outside sources for the same purpose, such as a scholarship, grant or Veteran's Educational Benefits, must be applied toward the cost of the tuition/fees before the City's tuition reimbursement plan shall apply.

Reimbursement shall be made upon completion of the course with a minimum final grade of "C" or its equivalent, i.e., a pass in a pass/fail course will be considered equivalent to a "C." Graduate level courses require a minimum grade of "B" for reimbursement. No reimbursement shall be made for audited or incomplete courses.

Employees must submit from the attendant institution a bona fide certification of fees paid and grade achieved in order to have their application considered for reimbursement. These documents must accompany the reimbursement application form in order to be processed.

Application for reimbursement must be submitted within three months of the completion of the approved course in order to be considered for reimbursement.

Upon separation from employment, employees shall be required to reimburse the City for any funds received under this program for courses completed during the last 12 months of employment. This payback provision does not apply to employees who are laid off by the City.

The tuition reimbursement may be a taxable benefit depending upon the provisions of the Internal Revenue Code. The individual employee will be responsible for any tax liability.

### 4. EDUCATIONAL INCENTIVE PROGRAM

The Education Incentive Program is being phased out and is only available to qualified employees receiving this benefit before January 1, 1999.

#### 1) QUALIFICATION - College Units

In order to be eligible to receive the flat-rate incentive bonus of \$50 per month, the employee must satisfactorily complete fifteen (15) semester or equivalent units of career-oriented, college level course work. Satisfactory completion means receiving a grade of "C" or better if course is graded, or "Credit" if no

grade is given. These units must have been completed while employed with the City in a classification represented by this unit, must have been taken on the employee's off-duty time and at his own expense, and must be approved by the Personnel Office. Three (3) of the fifteen (15) units must have been earned during the two (2) year period preceding qualification. Units will be approved if they meet the following guidelines: (1) are directly related to the employee's position or normal promotional career opportunities within the City, as determined by the Personnel Office; or (2) are creditable toward a college degree from an accredited college or university. Without prior approval, no guarantee can be given that course work will be accepted.

The date of initial qualification of this incentive bonus pay shall be the date which proof of completion of fifteen (15) units is submitted to the Personnel Office. Compensation of this bonus shall begin at the beginning of the pay period in which proof of qualification is submitted. Forms for application of qualification shall be provided by the Personnel Office and must be completed by the employee and submitted to the Personnel Office with proof of qualification. A grade card, transcript, or appropriate form signed by the instructor shall serve as proof of qualification. Qualification shall continue for a two (2) year period from the date of initial qualification.

2) CONTINUATION OF QUALIFICATION

In order to maintain qualification of this incentive bonus pay, the employee must recertify every two (2) years by satisfactorily completing three (3) career-oriented semester or equivalent units prior to the conclusion of the two (2) year qualification period. Satisfactory completion means receiving a grade of "C" or better if course is graded, or "Credit" if no grade is given. These units must be approved by the Personnel Office and completed on the employee's off-duty time and at his own expense. Units will be approved if they meet the following guidelines: (1) are directly related to the employee's position, as determined by the Personnel Office; or (2) are creditable toward a college degree from an accredited college or university. Without prior approval, no guarantee can be given that course work will be accepted for continuation of qualification in this program. Proof of completion of approved course work must be submitted to the Personnel Office prior to the conclusion of the two (2) year qualification period in order to maintain uninterrupted payment of this incentive bonus pay. Forms for application of qualification for continuation of this bonus pay shall be provided by the Personnel Office and must be completed by the employee and submitted to the Personnel Office with proof of qualification. A grade card, transcript, or appropriate form signed by the instructor shall serve as proof of qualification. A new two (2) year qualification period will begin from the date of completion of the course used for continuation of qualification.

If qualification for continuation is not maintained every two (2) years, payment of this incentive bonus pay will discontinue at the conclusion of the last-approved continuation period. To be eligible for reinstatement of this incentive bonus pay, the employee must meet the following "Requalification" requirements.

3) REQUALIFICATION

For requalification of eligibility to receive the incentive bonus pay, the employee must complete the requirements as described under "Continuation of Qualification". Requalification and compensation under this incentive bonus pay program will start at the beginning of the pay period in which proof of such requalification is received by the Personnel Office. This requalification will begin a new two (2) year qualification period.

4) QUALIFICATION - College Degree

An employee may qualify for the flat-rate incentive bonus of \$50 per month if he or she has obtained a college degree from an accredited college or university in a field directly related to his current position at a level higher than that required of his current position. By way of example, qualification will be approved if the employee's position requires a high school diploma and he or she obtains an Associate of Arts (AA) or Associate of Science (AS) degree; or obtains a Bachelor of Arts (BA) or Bachelor of Science (BS) when his position requires an AA/AS; or obtains a Master of Arts (MA) or Master of Science (MS) when his position requires a BA/BS.

A diploma or official transcript shall serve as proof of qualification. The date of initial qualification shall be the date which proof of qualification is submitted to the Personnel Office. Qualification shall continue until such time as the employee terminates City employment or is transferred/promoted to another position within the City which requires a higher level educational degree.

SICK LEAVE PAY OFF1. ANNUAL SELL BACK

- a. Employee A has accumulated 328 unused sick leave hours as of June 30. During the fiscal year, he or she has accrued 96 sick leave hours and used 8 hours. He or she is eligible to sell back 44 sick leave hours in July at the rate of \$.70 on the dollar or employee may choose to convert this equivalent amount of hours, after the \$.70 on dollar conversion, to vacation hours.

If he or she elects to sell back all 44 eligible hours, 284 hours will remain in his sick leave bank until used or time of retirement.

Calculation:

328 unused hours in sick leave bank (June 30)

96 hours accrued - 8 hours used = 88 unused hours during fiscal year

88 hours divided by 2 = 44 hours eligible for annual sell back

(30.8 hours converted to vacation hours)

328 hours - 44 hours = 284 hours remaining in sick leave bank

- b. Employee B has accumulated 248 unused sick leave hours as of June 30. During the fiscal year, he or she has accrued 96 sick leave hours and did not use any. Although he or she would ordinarily qualify to sell back 48 hours (one-half of 96 accrued but unused sick leave hours), he can actually sell back only 8 hours in order to maintain the qualifying bank of 240 hours. If he or she elects to sell back all 8 eligible hours, 240 hours will remain in his sick leave bank until used or time of retirement.

Calculation:

248 unused hours in sick leave bank (June 30)

96 hours accrued - 0 hours used = 96 unused hours during fiscal year

96 hours divided by 2 = 48 hours "ordinarily" eligible for annual sell back

248 bank hours - 240 minimum required hours = 8 hours eligible for annual sell back (5.6 hours converted to vacation hours)

248 - 8 hours = 240 hours remaining in sick leave bank

- c. Employee C has accumulated 450 unused sick leave hours as of June 30. During the fiscal year, he or she has accrued 96 sick leave hours and used 100 hours. Although he or she has accumulated more than the minimum 240 unused hours

required to qualify for this benefit, he or she has used more than he or she accrued during the fiscal year. This disqualifies the employee from participating in this benefit for this fiscal year.

Calculation:

450 unused hours in sick leave bank (June 30)

96 hours accrued - 100 hours used = 0 unused hours for fiscal year

2. PAY OFF AT RETIREMENT

- a. At time of retirement, Employee D has 680 accumulated but unused sick leave hours. He or she will be paid for 340 hours (50% of 680 hours) at his base salary hourly rate and the remaining 340 hours will be reported to PERS for inclusion in calculation of total service period.
- b. At time of retirement, Employee F has 1,050 accumulated but unused sick leave hours. He or she will be paid for 500 hours (50% of 1,000 hours) at his base salary hourly rate and 550 hours will be reported to PERS for inclusion in calculation of total service period.

ASSOCIATION/CITY  
MEMORANDUM OF UNDERSTANDING

2009-2012

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