

Memorandum of Understanding



Between the International Association of Fire
Fighters, Garden Grove Local 2005
and the City of Garden Grove

2009-2012
with Amending Resolutions
through June 30, 2015



Garden Grove Fire Contract 2009-2012 with Amendments through 2015

Bruce A. Broadwater, *Mayor*
Council Member 2009-2012
William J. Dalton, *Mayor 2009-2012*

Dina Nguyen, *Mayor Pro Tem*
Council Member 2009-11
Andrew Do, *Council Member 2009-2011*
Kris C. Beard, *Council Member*

Steve Jones, *Council Member*
Mayor Pro Tem 2008-2011
Chris V. Phan, *Council Member*

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

CITY NEGOTIATING TEAM

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

David R. Barlag
Deputy Fire Chief

Kimberly Huy
Community Services Director

Jany Lee
Recruitment & Classification Supervisor

UNION NEGOTIATING TEAM

Capt. Dennis Standrod, **SPOKESMAN**
IAFF Local President

Capt. Justin Truhill
IAFF Local Vice President

Engineer Scott A. Kuhlman
IAFF Secretary

Capt. Jeffrey Guyer

CITY OF GARDEN GROVE
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE CALIFORNIA MEYERS-MILIAS-BROWN ACT
BY AND BETWEEN
GARDEN GROVE FIRE FIGHTERS LOCAL 2005
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AND
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 Fire Fighters, Local 2005, International Association of Fire Fighters. 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 parties agree that the provisions contained herein shall be subject to all applicable laws and cover the period July 1, 2009, to June 30, 2012.

FIRE FIGHTERS/CITY
MEMORANDUM OF UNDERSTANDING

2009 - 2012

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ARTICLE I

RECOGNITION AND RIGHTS

1. GENERAL STATEMENT OF POLICY

The Garden Grove Fire Fighters, Local 2005, International Association of Fire Fighters, agrees to adopt policies to encourage cost effective procedures consistent with good fire practices and will support management in the implementation of these.

The Garden Grove Fire Fighters agree to encourage their members to adhere to the above policies and to cooperate with the City by using their best effort to cause their members to comply with said policies.

2. RECOGNITION

For the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment, the City recognizes the Garden Grove Fire Fighters, Local 2005, International Association of Fire Fighters (Union) as the exclusive representative of all employees in the representative bargaining unit for the duration of this Agreement. Classifications represented by the unit include Fire Fighter, Fire Engineer, and Fire Captain.

3. ACCESS TO WORK AREA

The City agrees to grant reasonable access to employee work locations to designated Union representatives for the purpose of processing grievances. Such access will be preceded by notification to the shift commander.

4. LABOR RELATIONS

The Union shall annually be granted a total of two 12-hour shifts with pay for use by their members to perform Union functions including attendance at conventions, conferences, and seminars.

5. BULLETIN BOARDS

The City agrees to provide access to a bulletin board in each fire station to be used by the Union for the posting of notices and bulletins. The Union shall limit its posting to such areas.

6. REASONABLE NOTICE

All communications or notices required to be served upon the Union by the City shall be delivered to the president of the Union. All communication with the City shall be addressed to the City Manager.

7. PAYROLL DEDUCTIONS

Upon the employee's request, the employer shall deduct from each employee all dues, employee designated City provided fringe benefit contributions, and the City-designated local credit union as authorized by the employee on a volunteer written authorization form duly signed by the employee. Such deduction shall be forwarded to

the Secretary-Treasurer of the International Association of Fire Fighters, Local 2005, or as otherwise directed by the duly elected officers of this Union within ten (10) calendar days following such deductions from the employee's pay. Dues are due and payable until the employee requests in writing to the Finance Department to have the deduction changed or deleted.

8. DISCRIMINATION

The City shall not discriminate against any employee because of membership in the Union or activities related thereto, nor shall it discriminate against race, creed, color, national origin, religious beliefs, political affiliation, sex, or age.

The Union shall not discriminate against any member because of his refusal to join the Union or become involved in the activities related thereto, nor shall it discriminate against race, creed, color, national origin, religious beliefs, political affiliation, sex, or age.

9. LIABILITY PROTECTION

In accordance with the terms and conditions set forth in Section 825 California Government Code, the City shall protect, defend and indemnify all employees from liability for their acts or omissions occurring within the scope of employment. The City shall not be mandatorily responsible, however, for punitive or exemplary damages that may be assessed against an employee in any judgment (Section 825(a) C.G.C.) but may voluntarily indemnify an employee for such damages where the City makes the appropriate findings described in Section 825(b) C.G.C.

ARTICLE II

SALARY AND COMPENSATION

1. WAGES

The City agrees to pay the represented classifications the monthly amounts as follows:

	A	B	C	D	E	F	G	H
Firefighter	4740	4976	5225	5486	5761	6048	6353	6670
Fire Engineer	5279	5542	5821	6110	6415	6737	7073	7427
Fire Captain	6254	6566	6891	7238	7601	7981	8379	8800

a. FIRST YEAR

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

b. SECOND YEAR/THIRD YEAR

Effective the first full pay period following July 1, 2010, the City will implement Longevity Pay as outlined below.

2. LONGEVITY PAY

Effective July 1, 2010, all employees with the following full-time, continuous service in the Garden Grove Fire Department shall receive the following longevity pay:

- a. Beginning the pay period after nine (9) years of consecutive service through nineteen (19) years of continuous service with Garden Grove Fire Department shall receive longevity pay equal to 2.5% of base pay.
- b. Beginning the pay period after nineteen (19) years of consecutive service through twenty-four (24) years of continuous service with Garden Grove Fire Department shall receive longevity pay equal to 5% of base pay.
- c. Beginning the pay period after twenty-four (24) years of consecutive service and for each continuous year of service thereafter with Garden Grove Fire Department shall receive longevity pay equal to 7.5% of base pay.
- d. Unit employees with an Associate's degree from colleges or universities accredited by one of the six regional accreditation bodies for the United States (as approved by the United States 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 shall receive two (2) years of

service time credit towards meeting each threshold for longevity pay as outlined above.

- e. Unit employees with a Bachelor's degree from colleges or universities accredited by one of the six regional accreditation bodies for the United States (as approved by the United States 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 shall receive four (4) years of service time credit towards meeting each threshold for longevity pay as outlined above.
- f. The service time credits referred to in subsections d. and e., above, are not cumulative (e.g., a person holding both an Associate's degree and a Bachelor's degree will receive the Bachelor's degree credit of four (4) years, and **not** six (6) years).
- g. The longevity pay percentages referred to in subsections a., b. and c., above, are not "stacked," i.e., a unit member may only receive one longevity pay percentage differential at a time.

3. 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 (5%)" in Sections 2.44.210 and 2.44.230 of the Municipal Code is clarified to include the rounding (i.e.: 4.5% or higher) to the nearest whole percent, within the established salary plan.

4. PARAMEDIC ASSIGNMENT PAY

Firefighters assigned to attend Paramedic School shall receive a five (5%) bonus above base pay while attending Paramedic School and related training.

Firefighters assigned to perform paramedic duties shall receive a ten (10%) bonus above base pay.

Firefighters who have completed two years of Paramedic service with the City of Garden Grove and have obtained a recertification of their Paramedic training and area assigned to perform Paramedic duties shall receive a fifteen (15%) bonus above base pay.

The three bonus pays referred to in this section shall be included in the base pay for both over time and cashout of leave benefits. This shall be the only bonus pay that will

be calculated in this manner and sets no precedents for calculating other bonus pays in a similar manner. An employee is eligible to receive only one of these bonuses.

5. EDUCATION INCENTIVE

The Education Incentive Program as outlined in Exhibit "C" is closed to new admissions effective July 1, 2009. Those employees receiving benefits from the Education Incentive Program as of June 30, 2009 may continue to participate in the program as long as they maintain their eligibility. Should a participant fail to meet or maintain all the requirements as outlined therein, he may not requalify or reenroll in the program.

Participants in Program A or Program B as of June 30, 2009, may however elect to participate in Program C (Bachelor's degree for Captains) if and when they are promoted to the rank of Captain. Persons so eligible and so electing are subject to all of the terms and conditions outlined in Exhibit "C" as long as they maintain their eligibility. Should a participant fail to meet or maintain all the requirements as outlined therein, he may not requalify or reenroll in the program.

6. TUITION REIMBURSEMENT

The City will provide a Tuition Reimbursement Program to qualified employees as described in Exhibit "B."

7. FORTY-HOUR ASSIGNMENT PAY

An additional ten percent (10%) above base salary shall be paid to all unit employees assigned to a 40-hour schedule. Employees assigned to such a schedule as a temporary modified duty assignment, as an accommodation for any injury/illness, whether on-duty or off-duty, are not eligible for this additional assignment pay.

8. TILLER OPERATOR PAY

Firefighters designated by the department to be Tiller Operators shall receive one percent (1%) above their base pay while assigned to this duty.

9. ARSON INVESTIGATOR SHIFT ASSIGNMENT PAY

Employees designated by the department as a Shift Arson Fire Investigator 1 shall receive five percent (5%) above their base pay while assigned to this duty. Employees designated by the department as a Shift Arson Fire Investigator 2 shall receive seven and one-half percent (7.5%) above their base pay while assigned to this duty.

The current and future training requirements, assignments and program requirements shall be determined by the Fire Department. The Fire Chief has the sole discretion to select and/or remove any employee related to this assignment.

10. BILINGUAL PAY

The City agrees to pay seventy dollars (\$70.00) per pay period to a designated bilingual employee required to utilize his verbal 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. An employee so designated by the City shall be required to translate at any time.

11. EQUAL PAYCHECKS

The City shall make every attempt, within the provisions of the Fair Labor Standards Act, to ensure that straight-time pay does not vary for any individual from pay check to pay check. The City shall incur no obligation, monetary or otherwise, if it is legally prohibited from implementing or maintaining such a procedure. In order to accomplish this equalizing of straight-time pay, the City will utilize the "shift adjustment balance" procedure described below.

12. SHIFT ADJUSTMENT BALANCE

A shift adjustment balance shall be established to accommodate differing work schedules. An employee will be allowed to maintain a balance of up to and including plus or minus seventy-five (75) hours. Such a shift adjustment balance shall not provide any entitlement to compensatory time off. Any firefighter whose shift adjustment balance exceeds the seventy-five (75) hour limit (plus or minus) shall be subject to having his paycheck adjusted accordingly.

ARTICLE III

FRINGE BENEFITS

1. RETIREMENT PLAN

- a. Every employee in this unit shall participate in the Public Employees' Retirement System 3% at 50 (Section 21362.2 – Full formula for local Fire Safety members) 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 safety employment status with the City for any reason, and shall then cease under the terms of said plan.
- b. Effective January 1, 1994, the City will no longer pay the employee's nine percent (9%) contribution (EPMC) to the Public Employees' Retirement System (PERS) and shall increase the base rate of the employee's salary by nine percent (9%) as reflected in Article II, Section 1. Effective January 1, 1994, the employee shall begin to pay the "Employee Contribution" to the Public Employees' Retirement System. 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 legally permissible, shall be treated as deferred income to the employee for federal and state tax purposes.

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 income, any resulting tax obligations shall be the exclusive responsibility of the employee and the City shall not be held responsible therefore.

In the event that the above PERS "pick-up" conversion is ruled to be contrary to law, at the Union's election, the City will resume the prior practice of paying the employee's nine percent (9%) PERS contribution (EPMC) on behalf of the employee and will reduce the base salary by nine percent (9%). The Union agrees that any City payment of the "employee's contribution" (EPMC) shall not be considered compensation for retirement purposes, unless the City at a future date agrees to amend its PERS agreement.

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.

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 of \$766.50 (i.e., the "composite rate") for 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 and cash. Per the requirements outlined in Exhibit "A", the Fire Union shall determine the exact division of the composite rate into tiers (i.e., single, two-person, family, and waiver) annually such that any changes to the tiers may be implemented by January 1 of the following year.
- 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 (3-b) above shall receive a \$127 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.

4. CAFETERIA PLAN - REOPENER

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

5. RETIREE MEDICAL TRUST FUND

In order for the Union to create a Retiree Medical Trust Fund, the City will provide an increase in base salaries by one percent (1%) on December 30, 2000 and by another increase in base salary by one percent (1%) on January 5, 2002. Both increases are already included in Article II, Section I WAGES, as set forth herein. The City will not make any contributions to this fund. The City will only take a deduction from an employee to the extent that it has an appropriate signed authorization from that employee. In so doing, the Union warrants that there are no legal barriers to the validity of the trust fund or to payroll deductions by the employees which are used to fund such a trust, and that by allowing the payroll deductions, the City would assume no obligation or liability to the Trust Fund, employees, its beneficiaries, or to the Union. To the extent that any liabilities to the City do arise, the Union agrees to fully indemnify the City for any and all amounts, costs, and expenses associated with said liabilities or alleged liabilities including, without limitation, any of the City's related reasonable attorney fees.

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. 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.

8. SOCIAL SECURITY (FICA)

In the event that all newly hired and/or current employees are mandated by federal or state legislation to be covered under Social Security (FICA), all employees will have a deduction from their paycheck to cover the cost of Social Security (FICA). The deduction and salary requirements are determined by federal regulations.

In the event that any or all of the provisions of Social Security (FICA) are no longer applicable to local government, due to either legislation or applicable final court decision, 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.

Should Federal legislation mandate Social Security (FICA) upon "new" hires into the bargaining unit, the City and Union acknowledge that the current PERS retirement plan will not be automatically available to those new hires, and the City and the Union will immediately begin to meet to discuss alternative retirement plans for these "new" hires. No plan will be implemented during the term of this MOU, unless agreed by both parties.

9. MILEAGE ALLOWANCE

When an employee is authorized to use his or her 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 official notification of the new IRS rates.

10. UNIFORMS

The City shall provide up to four work uniforms per year on an as-needed basis. The cost of uniforms shall not constitute compensation for purposes of the regular rate calculation under the Fair Labor Standards Act. This policy shall remain in effect unless a change is dictated by applicable law.

11. UNIFORM MAINTENANCE

Washers and dryers shall be provided in all fire stations for use by the members to maintain personal equipment issued to them by the Fire Department.

12. LONG-TERM DISABILITY

For the term of this MOU, the City will pay the cost of the existing long-term disability plan through the California Association of Professional Firefighters or an equivalent plan. The existing plan provides for a death benefit not to exceed \$10,000.

13. 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, 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 PERIOD

The City shall implement the twenty-eight (28) day work period for employees eligible therefore under the 7(k) exemption of the Fair Labor Standards Act. Such twenty-eight (28) day work period shall become effective on or about April 15, 1986.

2. REGULAR OVERTIME

a. The City shall pay regular overtime for hours worked in excess of the employee's normally scheduled hours in the designated twenty-eight (28) day work period. Regular overtime shall be paid at time and one-half the base hourly rate. Paid leave time will constitute hours worked.

b. Regular overtime will be payable each pay period.

3. FLSA OVERTIME

The City has designated a twenty-eight (28) day work period for the purposes of calculating Fair Labor Standards Act (FLSA) overtime pay. At the end of the 28 day cycle, if any FLSA overtime is payable, then only the difference between regular overtime and FLSA overtime will be paid. Paid leave time will constitute hours worked for the purposes of FLSA overtime calculations.

4. FORTY (40) HOUR EMPLOYEES

Any entitlement to overtime for those employees who regularly work a forty (40) hour week shall continue to be calculated on the basis of such a schedule in addition to such overtime compensation as may be required under the Fair Labor Standards Act.

5. FIRE CAPTAIN STATUS

The City shall not declare, consider or treat any fire captain as exempt from the requirements of the Fair Labor Standards Act.

6. COMPENSATORY TIME OFF

After April 15, 1986, no Union member shall be entitled to compensatory time off for any reason.

7. EMERGENCY CALL-BACK

Whenever an employee is unexpectedly directed by the Fire Chief or the Fire Chief's designated representative to return to duty following the termination of his normal work location, he shall receive a minimum payment of four (4) hours at time and one-half the employee's base hourly rate.

8. COURT ALERT

a. 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. An employee shall receive two hours of straight time compensation for awaiting a call to court between 8 a.m. and 12 noon and two hours of straight time compensation for awaiting a call to court after 1:01 p.m.

b. Court Pay

Court Pay is intended to compensate employees for time spent in court during their off-duty hours. When an employee is physically called to court, he shall receive compensation at time and one-half his regular hourly rate for actual time spent in court.

c. Court Alert Hours

Court alert shall not be considered hours worked under the FLSA unless the City regulates the employee's time to the extent that it becomes "controlled standby." Pay for court standby will constitute pay for time not worked for purposes of calculating the regular rate under the Fair Labor Standards Act.

9. TRAINING

The City intends to provide professional training opportunities to the maximum extent the City deems possible. The Union agrees that members who voluntarily take advantage of these opportunities shall only receive compensation for normally scheduled work shifts during that pay period. There will be no change in the current policy regarding compensation for regular or paramedic training based on the implementation of FLSA.

10. FLSA MODIFICATIONS

In the event that any or all of the provisions of the FLSA are no longer applicable to sworn firefighters due to legislation or applicable final Appellate Court decision, the conditions set forth in this Memorandum of Understanding so effected shall be declared null and void and conditions changed herein as a result of the FLSA shall revert back to those in effect prior to April 15, 1986. This includes the City provision to pay overtime at the one and one-half times the regular rate for overtime previously paid at straight time.

11. FLSA NON-WAIVER OF RIGHT TO LITIGATE

Nothing in this memorandum shall constitute a waiver by the Union of any right to pursue through litigation any reasonable claim that the City was bound by the provisions of the Fair Labor Standards Act at some time before April 15, 1986.

ARTICLE V
LEAVE POLICY

1. ANNUAL LEAVE

a. Rate of Accrual

Every regular employee of the Fire Department serving on 24-hour platoon shifts shall be entitled to a paid annual leave for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay in accordance with the following schedule:

- (1) From the first full pay period after the date of hire through one (1) year of continuous service: 18.00 hours of annual leave per month.
- (2) Beginning the pay period after one (1) year of service through four (4) years of consecutive service: 22.00 hours of annual leave per month.
- (3) Beginning in the pay period after four (4) years of service through nine (9) years of consecutive service: 24.00 hours of annual leave per month.
- (4) Beginning the pay period after nine (9) years of consecutive service through fourteen (14) years of consecutive service: 26.00 hours of annual leave per month.
- (5) Beginning the pay period after fourteen (14) years of consecutive service through nineteen (19) years of consecutive service: 28.00 hours of annual leave per month.
- (6) Beginning the pay period after nineteen (19) years of consecutive service through twenty-four (24) years of consecutive service: 30 hours of annual leave per month.
- (7) Beginning the pay period after twenty-four (24) years of consecutive service and for each continuous year of service thereafter: 33hours of annual leave per month.

Regular employees assigned to a forty (40) hour assignment shall accrue annual leave in an equivalent amount per the conversion formula currently used by the Payroll Unit within the Finance Department.

b. Total Annual Leave Accrual

All employees shall be entitled to accrue annual leave earned during two full calendar years of employment plus seventy-two (72) hours. If for some specific reason an employee wishes to accrue annual leave in excess of the limits established herein, he or she must submit a request to the department head in writing listing these reasons. The department head and City Manager shall review and may grant such request if it is in the best interests of the City. The excess of the limit shall be determined by the department head and the City Manager.

c. Effect of Holiday on Annual Leave

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

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

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

e. Annual Leave Cash Out

Employees may cash out annual leave at their base salary hourly rate during any pay period during the calendar year.

f. Annual Leave Pay Upon Separation

Any employee with regular or interim status, separating from the City service who has accrued annual leave shall receive a cash out of all accrued annual leave hours at their base salary hourly rate. 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.

2. ANNUAL LEAVE AND RELIEF PROCEDURES

The concept of the former Fire Department policy on vacation leave selection shall remain unchanged as it relates to the selection of annual leave. The Fire Chief will work with representatives of the Fire Union in developing specific annual leave selection procedures.

3. HOLIDAYS

Fire Department members assigned to suppression duty earn thirteen (13) hours of holiday time each month. Employees assigned to a forty-hour schedule receive an equivalent amount of holiday time per the conversion formula currently used by the Payroll Unit within the Finance Department. For suppression shift personnel, holidays shall be computed as a 12-hour period. Forty-hour personnel shall observe the holidays on the days designated by the Fire Chief.

January 1 (New Year's Day)
Third Monday of February (President's Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Fourth Thursday in November (Thanksgiving Day)
Day after Thanksgiving Day
Day before Christmas Day*

December 25th (Christmas Day)
Day before New Year's Day*
2 Floating Holidays

Members may, at employee's option, cash out holiday time. The total available holiday hours for shift personnel will be divided as follows:

- a. 50% of the total will be available on January 1; and
- b. The remaining 50% will be available on July 1.

At date of termination from City employment, any holidays previously paid off but not earned shall be deducted from the employee's final paycheck.

4. SHORT TERM DISABILITY LEAVE

The Short Term Disability Leave Plan is to provide paid leave for up to twenty (20) consecutive workdays (12 hour/day - 24 hour platoon shifts) (8 hour/day - 40 hour assignment) for an employee who has a documented non-industrial personal serious illness or injury that requires them to be off work.

To be eligible to utilize this benefit, an employee must first be off work for twenty (20) consecutive days with a documented non-industrial personal serious illness or injury and have used twenty (20) consecutive days of annual leave or leave without pay if they have no annual leave on the books. The city will then allow the employee to use up to twenty (20) consecutive days of Short Term Disability Leave (12 hour/1 day) until they are able to return to work or be eligible for the Long Term Disability Leave. In no instance will the employee be allowed to use more than twenty (20) days of Short Term Disability Leave per incident.

Short Term Disability Leave is not an accrued benefit and accordingly it may not be cashed out during, at separation or subsequent to the employee's employment with the City.

5. BEREAVEMENT LEAVE

Whenever any employee, except those with less than half-time or 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 immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, stepparent, grandmother, grandfather, grandchildren, ward, legal guardian, significant other (spousal relationship) or live-in primary caregiver/receiver as clearly demonstrated by the employee to the Fire Chief or his designee, {A primary caregiver/receiver in a live-in relationship who is/was critical to, and directly responsible for the giving or receiving of direct care and well being for an extended time}), such person shall be entitled to a leave of absence with pay, for up to four calendar days (four 12-hour shifts); or, if the employee must travel out of California for a qualifying bereavement leave, the Fire Chief may approve up to an additional two (2) calendar days (two 12-hour shifts).

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 head 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. Any hours spent on military leave by a Unit member shall not be considered hours worked for the purposes of the Fair Labor Standards Act. This policy shall remain in effect unless a change is dictated by applicable law.

7. JURY DUTY

- a. An employee called for jury duty shall immediately notify his Battalion Chief of the required duty dates upon receipt of such notice.
- b. An employee will not be paid additional salary on days he 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 shall report to the City for duty. Employees must account to their Battalion Chief for any time off due to illness or any other reason(s) while on jury duty.
- c. The City will pay salary for up to five (5) shifts per calendar year of a regular or probationary employee who is required to serve on a jury duty if he remits to the City his compensation for such jury duty and submits written documentation of attendance at court. If he does not remit this compensation and submit certified documentation of attendance, he shall be paid only for the time he 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 Fire Chief prior to such service.

8. 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.

9. 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 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 shall contact his department head at least fourteen calendar days prior to the day he or she plans to return.

The department head shall promptly notify the Human Resources Director of the employee's intention. An employee must utilize all his vacation time prior to taking an authorized leave of absence without pay.

10. ABSENCE WITHOUT LEAVE

a. Advance Notice

Whenever possible an employee shall notify his department head or immediate supervisor in advance of the date he 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 the shift commander or communications center at least one hour prior to shift change.

c. Failure to Provide Notice

Absences not reported as prescribed by this section may be considered as absence without leave. A deduction of pay shall be made for the duration of any absence without leave in accordance with the provisions of this chapter.

11. NON-INDUSTRIAL DISABILITY LEAVE

An employee who is temporarily incapable of performing the full range of duties of his or her 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 limitation/restrictions. Should the employee request a non-industrial disability leave of absence due to such disability, he or she must use paid leave during the applicable Long Term Disability waiting period prior to receiving a leave of absence without pay. A medical certificate from the employee's treating physician stating the requirements for leave and anticipated length of leave must be submitted to the Human Resources Director prior to authorization for such leave. Prior to returning to work from a disability leave, a medical certificate with specific comments on the limitations/restrictions (or lack of such) must be submitted to the Human Resources Director.

ARTICLE VI

EQUIPMENT AND SAFETY

1. PROTECTIVE CLOTHING

All protective clothing or protective devices required of employees in their duties shall be furnished and maintained without cost to the employees by the City. Such equipment as is furnished by the City shall be used in accordance with department policy.

2. ADVISORY SAFETY COMMITTEE

The City agrees to establish a departmental Safety Committee with equal representation from the Union and the Fire Department management. This committee shall review vehicle accidents, injury to department personnel and damage to City equipment to determine preventable/non-preventable, chargeable/non-chargeable nature of each incident. In addition, the committee shall recommend safety regulations, purchase of necessary safety equipment, and make recommendations to the Fire Chief for correction of any unsafe condition which may exist.

ARTICLE VII

WORKING CONDITIONS

1. EMPLOYMENT MEDICAL AND/OR PHYSICAL EXAMINATION

- a. Any employee in the competitive service may be required to take and pass a medical and/or physical 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 shall be conducted at City expense.
- b. An employee may be required to take and pass a medical examination as a requirement of his position. The City shall bear the expense for required examinations. The employee shall execute a Release of Medical Information prior to the examination authorizing the examining physician to disclose medical information required by any governmental agency (e.g. Engineers' DOT Certification required by DMV).

2. SHIFT EXCHANGE

Employees shall have the right to exchange shifts on a rank for rank basis when the change does not interfere with the operation of the Fire Department.

3. SHIFT/STATION ASSIGNMENT LABOR/MANAGEMENT COMMITTEE

The City and the Fire Union agree to create a joint committee composed of an equal number of members from the Fire Union and Management to meet and confer in good faith over the course of this Agreement regarding the development of shift/station selection by a bid system incorporating seniority. At which point in time management and union agree on a new bid system, both parties agree to effectuate a "side letter" incorporating these terms and making them effective as soon as practical thereafter.

4. DISCIPLINARY NOTICE PROCEDURE

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

The City and Union acknowledge their right to enter into a joint stipulation to waive the tri-partite ad hoc personnel appeals board as described in Section 2.4.390 of the Municipal Code and utilize one arbitrator in lieu thereof.

5. SCAQMD - TRIP REDUCTION PLAN

In compliance with the SCAQMD's Regulation XV, the City reserves the right to delete or modify proposed incentives, add new incentives or add disincentives to the City's Trip Reduction Plan; provided, however, that the City will meet and confer regarding such actions with the Union before implementation. These measures will be taken to ensure that the City's 1.5 average vehicle ridership is reached.

6. 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 in other bargaining units.

7. PERSONAL VEHICLES STORAGE

Effective January 3, 2003, employees may not increase the number of spaces currently being used to store any vehicles, boats, trailers, recreational type vehicles or any type of vehicle on City property prior to this date.

ARTICLE VIII

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 force and effect.

2. CONSTRUCTION

Nothing contained in this Memorandum of Understanding or any attachment thereto is intended to, in any way, modify, interpret, construe, or change existing or future laws which may cover the topic. For purposes of this reference, law shall include the Constitution and all relevant Federal statutes and all final appellate court decisions on the issue. References contained herein to matters covered by the law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City of Garden Grove.

All items heretofore granted to the Fire Union and their employees in the past by the City and which represent items which the City is required to meet and confer on, shall continue in full force and effect except as otherwise may be provided in this Memorandum of Understanding and until such time as the parties following the meet and confer process under the MMB Act agree to change said items. Nothing herein contained shall apply to those items which by law are and shall remain management prerogatives.

3. TERM

The term of this Agreement shall commence effective on July 1, 2009. This Agreement shall expire and otherwise fully terminate on June 30, 2012.

4. NEGOTIATION

In the event either party wants to negotiate a successor Agreement, such party shall serve upon the other, between March 1, 2012 and March 15, 2012, its written request to begin negotiations.

The following are incorporated by reference:

- a. Meyers-Millias-Brown Act (effective 1/1/76)
- 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.

AGREED TO THIS 28th DAY OF APRIL, 2009:

FOR THE CITY OF GARDEN GROVE:

FOR THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, GARDEN GROVE
LOCAL 2005:

JOHN D.R. CLARK
Human Resources Director

Capt. DENNIS STANDROD
President

CITY FRINGE BENEFIT FORMULA

1. "NO COST" CONCEPT

The Union 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 \$127 monthly credit. 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 twelve (12) months.

2. 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.

3. 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 (\$535): Base (\$531)

Excess = \$5.00

January 1, 2008 composite figure shall be \$526.

$(\$531 - \$5 = \$526)$

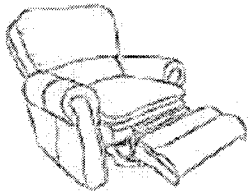
- b. Should the "Adjusted" cost figure from the previous twelve (12) months be less than the "base" figure, the next annual City contribution shall be modified by adding the savings to the base figure (see Example #2).

Example #2

Adjusted Cost (\$526): Base (\$531)

January 1, 2008 composite figure shall be \$536.

$(\$531 + \$5 = \$536)$



TUITION REIMBURSEMENT PROGRAM

1. 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 Human Resources 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 \$2,400 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 or who retire from 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.

EDUCATION INCENTIVE

Unit employees currently receiving benefits from this program as of June 30, 2009 and in the classifications of Firefighter and Fire Engineer may continue to participate in either Program A or Program B. Fire Captains currently receiving benefits from this program as of June 30, 2009 may continue to participate in Program C.

Participants in Program A or Program B as of June 30, 2009, may however elect to participate in Program C (Bachelor's degree for Captains) if and when they are promoted to the rank of Captain. Persons so eligible and so electing are subject to all of the terms and conditions outlined in Exhibit "C" as long as they maintain their eligibility. Should a participant fail to meet or maintain all the requirements as outlined therein, he may not requalify or reenroll in the program.

1. PROGRAM A - COLLEGE UNITS

Unit employees who have satisfactorily completed sixty (60) semester or equivalent units of accredited college level courses, including twenty-five (25) semester units in Fire Science (Fire Technology, Fire Academy courses) excluding any units earned for the Basic Fire Academy, shall be eligible to receive a two and one-half percent (2.5%) incentive bonus above base salary each month.

Qualification

Upon completion of the education requirements, an employee must complete an application form and submit it to the Department with proof of qualification. Forms for application of qualification shall be provided by the Human Resources Department. A grade card, transcript, or appropriate form signed by the instructor shall serve as proof of qualification. The date of initial qualification for the respective bonus pay shall be the date which proof of qualification is submitted to the Human Resources Department. Compensation of this bonus shall begin at the beginning of the pay period in which the approved application is submitted. Qualification shall continue for a two (2) year period from the date of initial qualification. Satisfactory completion means receiving a grade of "C" or better if course is graded, or "Credit" if no grade is given. Units earned through the Public Service Institute are not eligible for this program. Determination of acceptability will be made by consensus of a three-party committee (Qualification Committee) comprised of a delegate appointed by the Fire Union, Fire Chief, and Human Resources Director.

Continuation of Qualification

In order to maintain qualification of the respective Education Incentive Program, the employee must requalify every two (2) years by satisfactorily completing three (3) pre-approved, 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 pre-approved by the Qualification Committee 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 Qualification Committee; or, (2) are creditable units toward a

college degree from an accredited college or university. Units earned through the Public Service Institute are not eligible for this program. Without prior approval by the Qualification Committee, 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 Human Resources Department prior to the conclusion of the two (2) year qualification period in order to maintain uninterrupted payment of bonus pay. Forms for application of qualification for continuation of bonus pay shall be provided by Human Resources and must be completed by the employee and submitted to Human Resources with proof of qualification. A grade card, transcript, or appropriate form signed by the instructor shall serve as proof of qualification. The new two (2) year qualification period will run from the month/date of the initial qualification regardless of the date of the completion of the course, except if the employee fails to requalify.

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.

In the event that a participating Firefighter or Fire Engineer loses his qualification by not fulfilling the maintenance requirement, he shall not be eligible to requalify for the program.

Conversion to Flat-rate Bonus

Unit employees receiving this two and one-half percent (2.5%) bonus pay as of June 30, 2009 shall be eligible to make a one-time irrevocable change to receive a flat-rate bonus of \$75 per month. Forms for application for this option shall be provided by the Human Resources Department and must be completed by the employee and submitted to Human Resources. Upon making this irrevocable change, the employee no longer has to meet the "Continuation of Qualification" requirements, while in a Firefighter or Fire Engineer classification.

2. PROGRAM B – COLLEGE DEGREE (FIREFIGHTER / FIRE ENGINEER)

Unit employees in the classifications of Firefighter and Fire Engineer who possess an Associate or Bachelor degree from an accredited college, including twenty-five (25) semester units in Fire Science (Fire Technology, Fire Academy courses) excluding any units earned for the Fire Basic Academy, as of June 30, 2009 shall be eligible to receive a two and one-half percent (2.5%) bonus above base salary each month.

Qualification

Upon completion of an appropriate college degree, an employee shall complete an application form, including transcript(s), and submit it to the Department with proof of qualification. Forms for application of qualification shall be provided by the Human Resources Department. A diploma and certified transcript(s) shall serve as proof of qualification. The date of initial qualification for this bonus pay shall be the date which proof of qualification is submitted to Human Resources. Compensation of this bonus shall begin at the beginning of the pay period in which the approved application is submitted to Human Resources and continue for the term of the employee's employment with the City in a Firefighter or Fire Engineer classification.

3. PROGRAM C - BACHELOR'S DEGREE (FIRE CAPTAIN)

Fire Captains who have enrolled in and been accepted in a four (4) year accredited university or college as of June 30, 2009, in a field directly related to the professional fire service and meet one of the two following conditions shall be eligible to receive a two and one-half percent (2.5%) bonus above base salary each month.

- a. Possess a minimum of seventy (70) transferable and accepted semester or equivalent units to a four (4) year accredited university or college. The employee must also have at least twenty-five (25) semester units in Fire Science (Fire Technology, Fire Academy courses) excluding any units earned for the Basic Fire Academy.
- b. Possess an Associate degree from an accredited college and must also have at least twenty-five (25) semester units in Fire Science (Fire Technology, Fire Academy courses) excluding any units earned for the Basic Fire Academy.

Qualification

A Fire Captain shall complete and submit an application form with all the required attachments to the Department. Forms for application shall be provided by the Human Resources Department. Determination of an appropriate professional fire service related degree shall be made by the Qualification Committee. The date of initial qualification for this bonus pay shall not start until the employee begins the first class required to complete the four year degree program they have enrolled in. Qualification shall continue for a two year period from the date of satisfactory completion of the first class. Employees, while receiving this bonus, are not eligible to convert to any non-requalifying bonus. Should the employee not satisfactorily complete this first course, the bonus pay will end at the beginning the pay period following the last day of the course. The employee may then only be eligible to qualify for this program under the requalification requirements.

Continuation of Qualification

In order to maintain qualification of the Education Incentive program, the employee must requalify every two (2) years by satisfactorily completing a three (3) semester unit or equivalent unit course that is required for the Bachelor's degree program that they have enrolled in. Satisfactory completion means receiving a grade of "C" or better if course is graded, or "Credit" if no grade is given. The new two (2) year qualification period will run from the month/date of the initial qualification regardless of the date of the completion of the course, except if the employee fails to requalify. These courses must be completed on the employee's off-duty time and at his own expense.

In the event that a participating Captain loses his qualification by not fulfilling the maintenance requirement, he shall not be eligible to requalify for the program.

Non-renewal Status

Upon completion of a Bachelor degree from an accredited university or college in a field directly related to the professional fire service, including twenty-five (25) semester units in Fire Science, excluding any units earned for the Basic Fire Academy, a Fire Captain shall complete and submit an application form with all the required attachments to the Department. Forms for both the initial application of qualification and non-renewal status shall be provided by the Human Resources Department. Determination of appropriate professional fire service related degree shall be made by the Qualification Committee. Compensation for this bonus shall continue for the term of the employee's employment with the City while in a Fire Captain's classification.

GARDEN GROVE FIRE FIGHTER/CITY
MEMORANDUM OF UNDERSTANDING

2009 - 2012

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Summary of Amendments

Resolution No. 8958-10
Adopted March 23, 2010

Amends Memorandum of Understanding by:

- Extending the MOU to June 30, 2013
- Providing 0% salary increase during the first year, Fiscal Year 2009-10
- Providing 0% salary increase during the second year, Fiscal Year 2010-11
- Implementing Longevity Pay during the third year, effective the first full pay period after July 1, 2011

Resolution No. 9110-12
Adopted May 22, 2012

Amends Memorandum of Understanding by:

- Extending the MOU to June 30, 2015
- Providing 0% salary increase during the fourth year, Fiscal Year 2012-13
- Providing 0% salary increase during the fifth year, Fiscal Year 2013-14
- Requiring Members to cash out their entire holiday time bank for the remainder of the Fiscal Year 2011-12, 2012-13, and 2013-14

Resolution No. 9149-12
Adopted November 13, 2012

Amends Memorandum of Understanding by:

- Defined uniform allowance

RESOLUTION NO. 8958-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AMENDING THE MEMORANDUM OF UNDERSTANDING ON SALARIES, WAGES, AND
FRINGE BENEFITS FOR THE TERM 2009-2012 BY AND BETWEEN THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, GARDEN GROVE LOCAL 2005
AND THE CITY OF GARDEN GROVE

WHEREAS, the City Council of the City of Garden Grove understands the need for increased cost savings to close a deficit between revenues and expenditures in an expeditious fashion;

WHEREAS, the International Association of Fire Fighters, Garden Grove Local 2005 shares this concern and believes a solid fiscal foundation to be essential to its member's well-being;

WHEREAS, the International Association of Fire Fighters, Garden Grove Local 2005 and City Management have met and conferred in good faith on joint solutions to this pressing need; and

WHEREAS, the International Association of Fire Fighters, Garden Grove Local 2005 and City Management have reached tentative agreement on changes to the Memorandum of Understanding (MOU) to insure a financially-sound future.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
DOES HEREBY RESOLVE:

Section 1. The Memorandum of Understanding on Salaries, Wages, and Fringe Benefits 2009-2012, by and between the International Association of Fire Fighters, Garden Grove Local 2005 and the City of Garden Grove as approved and adopted by City Council Resolution No. 8883-09 is hereby amended as follows:

A. The term of this MOU shall be extended one full year, i.e., the new term of the MOU shall be July 1, 2009 through June 30, 2013.

B. Article II, Section 1 ("Wages") is amended to read as follows:

a. First Year

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

b. Second Year

The City shall provide no (0%) salary increase during the second year, fiscal year 10-11.

c. Third Year

Effective the first full pay period after July 1, 2011, the City will implement Longevity Pay as outlined below.

d. Reopener

During the periods of February 15 through March 15, 2011, and February 15 through March 15, 2012, either the City or the Union may request to meet and confer in good faith, with the goal of seeking mutual solutions to worsening fiscal conditions.

Adopted this 23rd day of March 2010.

ATTEST:

/s/ WILLIAM J. DALTON
MAYOR

/s/ KATHLEEN BAILOR
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, KATHLEEN BAILOR, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on the 23rd day of March 2010, by the following vote:

AYES: COUNCIL MEMBERS: (5) BROADWATER, DO, JONES, NGUYEN, DALTON
NOES: COUNCIL MEMBERS: (0) NONE
ABSENT: COUNCIL MEMBERS: (0) NONE

/s/ KATHLEEN BAILOR
CITY CLERK

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9110-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AMENDING THE MEMORANDUM OF UNDERSTANDING (MOU) ON SALARIES,
WAGES, AND FRINGE BENEFITS FOR THE TERM 2009-2012 BY AND BETWEEN THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, GARDEN GROVE LOCAL 2005
AND THE CITY OF GARDEN GROVE

WHEREAS, the City Council of the City of Garden Grove understands the need for increased cost savings to close a deficit between revenues and expenditures in an expeditious fashion;

WHEREAS, the International Association of Fire Fighters, Garden Grove Local 2005 shares this concern and believes a solid fiscal foundation to be essential to its member's well-being;

WHEREAS, the International Association of Fire Fighters, Garden Grove Local 2005 and City Management have met and conferred in good faith on joint solutions to this pressing need; and

WHEREAS, the International Association of Fire Fighters, Garden Grove Local 2005 and City Management have reached a tentative agreement on changes to the Memorandum of Understanding (MOU) to insure a financially-sound future.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

Section 1. The Memorandum of Understanding on Salaries, Wages, and Fringe Benefits 2009-2012, by and between the International Association of Fire Fighters, Garden Grove Local 2005 and the City of Garden Grove as approved and adopted by City Council Resolution No. 8883-09 and amended by Resolution No. 8958-10 is hereby amended as follows:

A. The term of this MOU shall be extended two full years, i.e., the new term of the MOU shall be July 1, 2009, through June 30, 2015.

B. Article II, Section 1 ("Wages") is amended to read as follows:

a. First Year

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

b. Second Year

The City shall provide no (0%) salary increase during the second year, fiscal year 10-11.

c. Third Year

Effective the first full pay period after July 1, 2011, the City will implement Longevity Pay as outlined below.

d. Fourth Year

The City shall provide no (0%) salary increase during the fourth year, fiscal year 12-13.

e. Fifth Year

The City shall provide no (0%) salary increase during the fifth year, fiscal year 13-14.

C. Article V, Section 3 ("Holidays") is amended to read as follows:

- a. Fire Department members assigned to suppression duty earn thirteen (13) hours of holiday time each month. Employees assigned to a forty-hour schedule receive an equivalent amount of holiday time per the conversion formula currently used by the Payroll Unit within the Finance Department. For suppression shift personnel, holidays shall be computed as a 12-hour period. Forty-hour personnel shall observe the holidays on the days designated by the Fire Chief.

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

Members may, at employee's option, cash out holiday time. The total available holiday hours for shift personnel will be divided as follows:

- (1) 50% of the total will be available on January 1; and
- (2) The remaining 50% will be available on July 1.

At date of termination from City employment, any holidays previously paid off but not earned shall be deducted from the employee's final paycheck.

- b. Notwithstanding the foregoing in subpart a., above, beginning May 23, 2012, for the remainder of fiscal year 11-12, and the entirety of fiscal year 12-13 and fiscal year 13-14, Members must cash out their entire holiday time bank. During this time period, Members may not use their holiday time bank to cover any absence. Per current practice, any time remaining in a holiday time bank in December will be paid out by the Payroll Unit within the Finance Department prior to the end of the calendar year.

Adopted this 22nd day of May 2012.

ATTEST:

/s/ WILLIAM J. DALTON
MAYOR

/s/ KATHLEEN BAILOR, CMC
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, KATHLEEN BAILOR, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on the 22nd day of May 2012, by the following vote:

AYES: COUNCIL MEMBERS: (5) BEARD, BROADWATER, JONES, NGUYEN, DALTON
NOES: COUNCIL MEMBERS: (0) NONE
ABSENT: COUNCIL MEMBERS: (0) NONE

/s/ KATHLEEN BAILOR, CMC
CITY CLERK

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9149-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING THE MEMORANDUM OF UNDERSTANDING ON SALARIES, WAGES, AND FRINGE BENEFITS FOR THE TERM 2009-2012, AS AMENDED, BY AND BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, GARDEN GROVE LOCAL 2005 AND THE CITY OF GARDEN GROVE

WHEREAS, the California Public Employees' Retirement System (CalPERS) conducted an audit of the City in 2011;

WHEREAS, CalPERS issued a final audit report in June 2012 indicating general satisfaction with the City's reporting to CalPERS, but also noting several corrections to be made pursuant to California Code of Regulations (CCR) Section 570.5 and Section 571, pertaining to the specific elements of compensation that are reportable to CalPERS;

WHEREAS, the City of Garden Grove wishes to bring the City into full compliance by adopting the corrective actions listed in the CalPERS audit with all deliberate speed, which include making specific amendments to labor union contracts and resolutions, as appropriate; and

WHEREAS, the International Association of Fire Fighters, Garden Grove Local 2005 shares with the City the goal of bringing the City in general and their union in particular into full compliance with the CalPERS audit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

Section 1. The Memorandum of Understanding on Salaries, Wages and Fringe Benefits 2009-2012, by and between the International Association of Fire Fighters, Garden Grove Local 2005 and the City of Garden Grove as approved and adopted by the City Council in Resolution No. 8883-09 and amended by Resolution No. 8958-10 and Resolution No. 9110-12 is hereby amended to read as follows:

Article III, Section 10 ("Uniforms"):

10. UNIFORMS

The City shall provide up to four work uniforms per year on an as-needed basis. The cost of uniforms shall not constitute compensation for purposes of the regular rate calculation under the Fair Labor Standard Act. This policy shall remain in effect unless a change is dictated by applicable law.

The City shall report to CalPERS the monetary value of uniforms and uniform maintenance for those employees required to wear uniforms. The monetary value by classification is listed in Exhibit D, entitled "UNIFORM ALLOWANCE."

Uniform allowance is defined as compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain.

Section 2. The Director of Human Resources is directed to effect, at his earliest opportunity, whatever procedural changes are necessary to implement this Resolution.

Adopted this 13th day of November 2012.

ATTEST:

/s/ WILLIAM J. DALTON
MAYOR

/s/ KATHLEEN BAILOR, CMC
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, KATHLEEN BAILOR, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on the 13th day of November 2012, by the following vote:

AYES:	COUNCIL MEMBERS:	(5)	BEARD, BROADWATER, JONES, NGUYEN, DALTON
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

/s/ KATHLEEN BAILOR, CMC
CITY CLERK

EXHIBIT "D"

ASSOCIATION OF FIREFIGHTERS UNIFORM ALLOWANCE

<u>TITLE</u>	<u>REPORTED TO PERS EACH PAY PERIOD</u>
FIREFIGHTER	\$ 47.94
FIRE ENGINEER	\$ 47.94
FIRE CAPTAIN	\$ 47.94



CITY OF GARDEN GROVE HUMAN RESOURCES

*Insure equity and fairness in the system
Serve our consumer departments and employees
Assist applicants and candidates in joining the City family*

January 31, 2011

Captain Dennis Standrod
President, International Association of Fire Fighters, Garden Grove Chapter 2005
Fire Department
c/o Interoffice Mail

William J. Dalton
Mayor

Steven R. Jones
Mayor Pro Tem

Dina Nguyen
Council Member

Bruce A. Broadwater
Council Member

Andrew Do
Council Member

Dear Captain Standrod:

Having met and discussed in good faith the provisions of Article VII, Section 3 of the Memorandum of Understanding (MOU) between the City of Garden Grove (hereinafter Management) and the International Association of Fire Fighters, Garden Grove Chapter 2005 (hereinafter Union) do agree to the following conditions and pray their inclusion as a codicil to the aforementioned MOU, as enacted by Resolution 8883-09 (IAFF MOU Resolution for 2009-2012, amended to 2009-2013):


Shift/Station Assignment Labor/Management Committee

The Fire Chief shall promulgate General Order 6, entitled "Attrition-Based Bid System," which shall provide the terms and conditions under which Union members may express preferences for work/station assignments. Both Management and Union agree that this General Order shall constitute an agreement on the issue as set forth in Article VII, Section 3 of the MOU.

AGREED TO, by both parties on the later of dates so indicated:

For **MANAGEMENT**:

For the **UNION**:


JOHN D.R. CLARK
Director of Human Resources


CAPTAIN DENNIS STANDROD
President, International Association of Fire
Fighters, Garden Grove Chapter 2005

Date: 1-27-11

Date: 1-27-11

Garden Grove Fire Department

General Order No. 6

SUBJECT: ATTRITION BASED BID SYSTEM

DATE: January 25, 2011

Reviewed by:

A. _____

B. _____

C. _____

It is the intent of this policy to provide a formal procedure for senior employees to select work assignments that are created by attrition. The procedure will permit personnel, after department needs are met, to request assignments and will take into account an individual's seniority in rank.

Specifically, it is not the intent of the policy to dismiss management's right to assign personnel to work assignments. Management retains the right to assign personnel to stations, platoons, special assignments, and to any position that, in management's opinion, is beneficial to the organization.

Department needs can be subjective and may not be viewed by all persons in the same manner. For that reason, it is the intention of the Fire Chief that the explanation and utilization of department needs have solid foundation. Because the Fire Chief assumes the ultimate accountability for the fire department, and is solely responsible to the City Manager, and the City Council, the Fire Chief will have the final say in any individual work assignment.

1. All staff and truck positions are excluded from this policy.
2. When an opening is created by attrition, that opening will be filled as determined by the needs of the department.
3. After the needs of the department are fulfilled, a notice will be sent out identifying the assignment and requesting any member interested to submit a request to the battalion chief.
4. The most senior individual desiring the assignment will be given the assignment effective the first day of the month after all administrative time keeping issues are handled.

February 23, 2012

Captain Dennis Standrod
President, International Association of Fire Fighters, Garden Grove Chapter 2005
Fire Department
c/o Interoffice Mail

Dear Captain Standrod:

Having met and discussed in good faith the provisions of Article II of the Memorandum of Understanding (MOU) between the City of Garden Grove (hereinafter Management) and the International Association of Fire Fighters, Garden Grove Chapter 2005 (hereinafter Union) do agree that there is a temporary need for an alternative method of providing training coordination in both fire suppression and emergency services. Therefore the parties agree to the following conditions and pray their inclusion as a side letter to the aforementioned MOU, as enacted by Resolution 8883-09 (IAFF MOU Resolution for 2009-2012, amended to 2009-2013):

Article II Salary and Compensation

A new subsection is added as follows:

13. Employees designated by the Fire Chief as training officers shall receive "PERS-able" assignment pay in the amount of five percent (5%).

AGREED TO, by both parties on the later of dates so indicated:

For **MANAGEMENT:**

For the **UNION:**

JOHN D.R. CLARK
Director of Human Resources

CAPTAIN DENNIS STANDROD
President, International Association of Fire
Fighters, Garden Grove Chapter 2005

Date: _____

Date: _____

CITY OF GARDEN GROVE
INTER-DEPARTMENT MEMORANDUM

To:	Captain Dennis Standrod	From: John D.R. Clark
Dept:	Fire	Dept: Human Resources
Subject	SIDE LETTER TO CONTRACT: CABLE TV SERVICE	Date: Aug. 20, 2012

OBJECTIVE

This memo is to document the agreement between the City of Garden Grove and the International Association of Fire Fighters, Garden Grove Local 2005 (hereinafter "Union") regarding cable services for the fire stations.


BACKGROUND

Historically the City of Garden Grove has provided television service (cable) within the city's fire stations. This was initially done through the cable company in the form of a franchise agreement negotiated with the provider. This cable service was provided for free, or at minimal cost to the City. Over time, the cable provider has changed, and the fees have increased. Additionally, the variety of services and options provided by the provider has increased greatly. This has led to a complicated situation whereby each station has multiple accounts (some paid by firefighters themselves) and confusion as to what the "baseline" provision is.


DISCUSSION

To rectify this, the City has met in good faith and negotiated an agreement with the Union to pay a flat \$50 per station to the union each month (\$350 total) for cable TV or satellite TV. The union will be solely responsible for deciding what programming and service is purchased for each station, and will be responsible for the payment of all costs (i.e., regardless of the actual cost of the cable or satellite service, the City's responsibility is limited to the \$50 paid to the Union each month per fire station). The City will continue its practice of providing one (1) thirty-seven inch (37") television, or its reasonable equivalent as solely determined by the Fire Chief, for each fire station.

AGREED TO this 20th day of August, 2012, by the undersigned:



John D.R. Clark
Human Resources Director/City Treasurer

 on BEHALF OF

Captain Dennis Standrod
President, Garden Grove Local 2005,
International Association of Firefighters/
AFL-CIO