

RESOLUTION NO. 8736-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
APPROVING THE MEMORANDUM OF UNDERSTANDING ON SALARIES, WAGES AND
FRINGE BENEFITS 2006 – 2009 BY AND BETWEEN THE GARDEN GROVE FIRE
FIGHTERS LOCAL 2005 AND THE CITY OF GARDEN GROVE AND ESTABLISHING A
SALARY PLAN AND RESCINDING RESOLUTION NO. 8560-04

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

1. That the Memorandum of Understanding on Salaries, Wages and Fringe Benefits 2006 – 2009, by and between the Garden Grove Fire Fighters Local 2005, dated September 12, 2006 and the City of Garden Grove, and signed by the authorized representatives on behalf of the Fire Fighters, and the City Manager on behalf of the City of Garden Grove, is hereby approved.
2. That the salary plan contained herein is hereby adopted.
3. That Resolution No. 8560-04 is hereby repealed.

Adopted this 12th day of September 2006.

ATTEST:

/s/ WILLIAM J. DALTON
MAYOR

/s/ KATHLEEN BAILOR
DEPUTY CITY CLERK

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

I, KATHLEEN BAILOR, Deputy 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 12th day of September 2006, by the following vote:

AYES: COUNCIL MEMBERS: (5) KREBS, LEYES, NGUYEN, ROSEN, DALTON
NOES: COUNCIL MEMBERS: (0) NONE
ABSENT: COUNCIL MEMBERS: (0) NONE

/s/ KATHLEEN BAILOR
DEPUTY CITY CLERK

CITY OF GARDEN GROVE
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE CALIF-MMB ACT
2006 - 2009

BY AND BETWEEN

GARDEN GROVE FIRE FIGHTERS LOCAL 2005
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AND

CITY OF GARDEN GROVE

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.

The parties agree that the provisions contained herein shall be subject to all applicable laws and cover the period October 1, 2006 to September 30, 2009.

FIRE FIGHTERS/CITY
2006 - 2009

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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

a. First Year

Effective January 1, 2007, the salary range of each classification represented by this Agreement shall be increased by 4% and are set forth below.

	A	B	C	D	E	F	G	H
Firefighter	4341	4557	4785	5024	5276	5539	5817	6108
Fire Engineer	4834	5075	5330	5595	5875	6169	6477	6801
Fire Captain	5727	6012	6310	6628	6961	7308	7673	8058

b. Second Year

Effective April 12, 2008, the City will modify the salary ranges of each classification in this unit by 4.5%.

	A	B	C	D	E	F	G	H
Firefighter	4536	4762	5000	5250	5513	5788	6079	6383
Fire Engineer	5052	5303	5570	5847	6139	6447	6768	7107
Fire Captain	5985	6283	6594	6926	7274	7637	8018	8421

c. Third Year

The City will conduct a compensation survey of Orange County Fire Agencies using top step base pay for the classification of Firefighter along with the educational incentive (as outlined in Section 11 of this Article), any employees PERS contribution picked up by that agency and additional values factored into the survey for agencies with 3% @ 50 (3% @ 55) PERS retirement options as outlined below that are in effect as of March 11, 2009.

Any surveys conducted shall include an additional value of 5% of base salary added to the total for each agency that has amended its PERS contract for the 3% @ 50 option and 2.5% of base salary added to the total for each agency contracting for the 3% @ 55 option. The additional value will only be added after the effective date of these benefits. The same percentages shall apply to any Fire Agency that has adopted similar benefit options under the 1937 County Retirement Systems.

The Union and the City will review this survey to examine the accuracy of the various survey components and their effective date(s). If the survey (excluding Garden Grove) determines that the City's ranking is below the 5th rank, the survey will determine the percentage needed to bring the classification of

Firefighter up to 5th rank. Effective April 11, 2009, the salary range for Firefighter, Fire Engineer and Fire Captain shall be increased by the appropriate percentage to bring the Firefighter class to 5th rank, not to exceed 4.5%. If the survey determines the City's ranking is at or above 5th rank, there shall be no increase in salary.

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 (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.

3. 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.

4. EDUCATION INCENTIVE

The City will provide an Education Incentive Program to qualified employees as described in Exhibit B. This program replaces and supersedes the previous program described in prior Memorandums of Understandings and Resolutions.

5. 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.

6. 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.

7. 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.

8. BILINGUAL PAY

The City agrees to pay seventy dollars (\$70.00) per pay period to a designated bilingual employee required to utilize his/her 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.

9. 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.

10. 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. EDUCATIONAL INCENTIVE/SALARY SURVEY

The City and Union agree to include the amount of educational incentive pay an agency provides for 60 college units (or an AA degree) for the classifications of Firefighter and Fire Engineer and 90 college units (or a BA degree) for the classification of Fire Captain, along with the MOU amount an agency pays of an employee's PERS contribution when conducting salary surveys.

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. 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 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 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 (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 December.

4. CITY FRINGE BENEFIT - REOPENER

The City and Fire Union will negotiate an amendment to this contract to determine the City's fringe benefit contributions once the PERS health care costs for 2007 have been received, and no later than September 20, 2006.

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/her 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/her normal work location, he/she shall receive a minimum payment at the following rates:

- a. Emergency Call-Back - A minimum of two (2) hours at time and one-half the employee's base hourly rate. All time in excess of two hours shall be paid at the time and one-half rate.
- b. Normal Call-Back - A minimum of four (4) hours at straight time. All time in excess of four hours shall be at the straight time 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/she shall receive compensation at time and one-half his/her 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: 17.00 hours of annual leave per month.
- (2) Beginning in the pay period after one (1) year of service through nine (9) years of consecutive service: 22.00 hours of annual leave per month.
- (3) Beginning the pay period after nine (9) years of consecutive service through fourteen (14) years of consecutive service: 25.00 hours of annual leave per month.
- (4) 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.
- (5) Beginning the pay period after nineteen (19) years of consecutive service through twenty-four (24) years of consecutive service: 31.25 hours of annual leave per month.
- (6) Beginning the pay period after twenty-four (24) years of consecutive service and for each continuous year of service thereafter: 34.5 hours of annual leave per month.

Regular employee assigned to a forty (40) hour assignment shall accrue annual leave at the following rates:

Date of hire through one (1) year of service - 12.25 hours per month. After one (1) year of continuous service through nine (9) years of continuous service - 15.75 hours per month. After nine (9) years of continuous service through fourteen (14) years of continuous service - 17.75 hours per month. After fourteen (14) years of continuous service - 20 hours per month. After nineteen (19) years of continuous service - 22.25 hours per month. After twenty-four (24) years of continuous service and for each continuous year thereafter - 24.75 hours per month.

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

Effective January 2007, Fire Department members assigned to suppression duty earn twelve (12) hours of holiday time each month. Employees assigned to a forty-hour schedule receive 102.75 hours of holiday time a year.

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.

1. January 1 (New Year's Day)
2. Third Monday of February (Presidents' Day)
3. Last Monday in May (Memorial Day)

4. July 4 (Independence Day)
5. First Monday in September (Labor Day)
6. Fourth Thursday in November (Thanksgiving Day)
7. Day after Thanksgiving Day
8. Day before Christmas Day*
9. December 25th (Christmas Day)
10. Day before New Year's Day*
11. Floating Holiday
12. Floating Holiday, effective 2007

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 pay check.

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/her 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/her department head an opportunity, within the limits of military regulations, to determine when such leave shall be taken. The employee shall immediately notify his/her supervisor upon receipt of military orders and present a copy of the orders to his/her department director prior to taking such leave. The department director shall in turn advise the Personnel Services 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/her Battalion Chief of the required duty dates upon receipt of such notice.
- b. An employee will not be paid additional salary on days he/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/she 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/she remits to the City his/her compensation for such jury duty and submits written documentation of attendance at court. If he/she does not remit this compensation and submit certified documentation of attendance, he/she shall be paid only for the time he/she actually worked in his/her 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 City Manager pursuant to the recommendation of his department head and the Personnel Services Director, except that in case of a leave of absence without pay of fifteen consecutive calendar days or less, the approval of the City Manager

shall not be required. A leave without pay may be granted for any of the following reasons:

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

b. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the Personnel Services 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 and upon written recommendation of the department head that it be granted, modified or denied shall be promptly transmitted to the Personnel Services Director. The Personnel Services Director shall then make his recommendation in writing and transmit the request to the City Manager unless the request is for leave of fifteen consecutive calendar days or less in which case the action of the Personnel Services Director shall be final. 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/she shall contact his/her department head at least fourteen calendar days prior to the day he or she plans to return.

The department head shall promptly notify the Personnel Services Director of the employee's intention. An employee must utilize all his/her 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/her department head or immediate supervisor in advance of the date he/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 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/her 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 Personnel Services 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 Personnel Services 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/her 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. 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.

The Union agrees that the appeals procedure referred to in Section 2.44.390 of the Municipal Code shall not be available for a "Warning/Reprimand."

4. 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.

5. 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.

6. 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 October 1, 2006. This Agreement shall expire and otherwise fully terminate on September 30, 2009.

4. NEGOTIATION

In the event either party wants to negotiate a successor Agreement, such party shall serve upon the other during the period of June 1, 2009 to July 15, 2009, 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.

DATED: 9/12/06

GARDEN GROVE FIRE FIGHTERS, LOCAL 2005

By: Jeff Guyer
JEFF GUYER, President

CITY OF GARDEN GROVE

By: John D.R. Clark
JOHN D.R. CLARK
Personnel Services Director

APPROVED: Matthew Fertal
MATTHEW FERTAL, City Manager

CITY FRINGE BENEFIT FORMULA

Will be revised with actual numbers with the reopener.

1. CITY COMPOSITE/BASE FIGURE

The composite City cost shall be calculated as of January 1, 2007, to be \$_____. This "base" figure may be changed as provided in Article III, Section 4, and as set forth below.

2. "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 \$127.00 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.

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 (\$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.

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

EDUCATION INCENTIVE

Unit employees in the classifications of Firefighter and Fire Engineer may qualify for education incentive bonus pay by participation in either Program A or Program B. Fire Captains may qualify for educational incentive bonus pay by participating in Program C.

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 Personnel office. 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 Personnel Office. 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 Personnel Services Director.

Continuation of Qualification

In order to maintain qualification of the respective bonus pay, the employee must recertify 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/her 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 Personnel Office 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 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. 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. To be eligible for reinstatement of bonus pay, the employee must meet the following "Requalification" requirements.

Requalification

For requalification of eligibility to receive the respective bonus pay, the employee must complete the requirements as described under "Continuation of Qualification". Requalification and compensation for the 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 using the new requalification date.

Conversion to Flat-rate Bonus

Unit employees receiving this two and one-half percent (2.5%) bonus pay 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 Personnel Office and must be completed by the employee and submitted to the Personnel Office. 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, 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 Personnel Office. 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 the Personnel Office. Compensation of this bonus shall begin at the beginning of the pay period in which the approved application is submitted to the Personnel Office 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 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 Personnel Office. 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 continuation of this incentive bonus pay, 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/her own expense.

Requalification

In order to requalify for this program the employee must again submit a new application form and then satisfactorily complete one of the required three (3) semester courses for the Bachelor's degree program. After completion of the required course, the bonus 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 using the new requalification month/date.

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 Personnel Office. 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

2006 - 2009

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EXHIBITS

EDUCATION INCENTIVE PROGRAM----- Exhibit B

FRINGE BENEFIT FORMULA ----- Exhibit A