

RESOLUTION NO. 8707-06

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 POLICE ASSOCIATION AND THE CITY OF GARDEN GROVE AND ESTABLISHING A SALARY PLAN AND RESCINDING RESOLUTION NO. 8569-04

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 Police Association and the City of Garden Grove, and signed by the authorized representative on behalf of the Police Association, 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 That Resolution No. 8569-04 is hereby repealed.

Adopted this 13th day of June 2006.

ATTEST:

/s/ WILLIAM J. DALTON
MAYOR

/s/ PRISCILLA STIERSTORFER
DEPUTY CITY CLERK

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

I, PRISCILLA STIERSTORFER, 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 13th day of June 2006, by the following vote:

AYES: COUNCIL MEMBERS: (3) KREBS, ROSEN, DALTON
NOES: COUNCIL MEMBERS: (1) LEYES
ABSENT: COUNCIL MEMBERS: (1) NGUYEN

/s/ PRISCILLA STIERSTORFER
DEPUTY CITY CLERK

CITY OF GARDEN GROVE

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE CALIF-MMB ACT

BY AND BETWEEN

GARDEN GROVE POLICE ASSOCIATION
AND
CITY OF GARDEN GROVE
2006-09

PARTIES TO MEMORANDUM OF UNDERSTANDING

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

This Agreement has been developed as a result of the requests of the Garden Grove Police Association and the City of Garden Grove. 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 July 1, 2006 – June 30, 2009 unless otherwise provided.

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ARTICLE I

RECOGNITION & RIGHTS

1. MANAGEMENT RIGHTS

- a. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding (MOU) or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this agreement or by law, shall include but not be limited to the following rights:
- b. to manage the City generally and to determine the issues of policy;
- c. to determine the existence or non-existence of facts which are the basis of the management decision;
- d. to determine the necessity or organization of any service or activity conducted by the City and expand or diminish services;
- e. to determine the nature, manner, means, and technology, and extent of services to be provided to the public;
- f. methods of financing;
- g. types of equipment or technology to be used;
- h. to determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;
- i. to determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to the right to contract for or subcontract any work or operation of the City;
- j. to assign work to and schedule employees in accordance with requirements as determined by the City, to assign overtime, and to establish or change assignments, start times and work schedules;
- k. to relieve employees from duties for lack of work, funding, or similar non-disciplinary reasons;
- l. to discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in Departmental Disciplinary Procedure;
- m. to determine job classifications and to reclassify employees;
- n. to hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this MOU;

- o. to determine policies, procedures, and standards for selection, training, and promotion of employees subject to the provisions of Article VII, Section 1 of this MOU;
- p. to establish employee performance standards including but not limited to quality and quantity standards, and to require compliance therewith;
- q. to maintain order and efficiency in its facilities and operations;
- r. to establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU;
- s. to take any and all necessary action to prepare for and carry out the mission of the City in emergencies.

2. WORK SCHEDULE DETERMINATION

Notwithstanding any other provision in this MOU, [except for the Notice of Discontinuance in Article IV, Section 6(a)], the City reserves the exclusive right to determine unilaterally, such issues relating to work schedules and alternative work schedules (e.g., 4/10, 3/12.5 and 9/80 Plans) as start times, scheduling and assignments to such schedules.

3. NO STRIKE

The Association, its officers, agents, representatives and/or members agree that during the term of this agreement, they will not cause or condone any unlawful strike, walkout, concerted slowdown, sick-out, or any other unlawful concerted job action by withholding or refusing to perform services.

4. ASSOCIATION LEAVE WITH PAY

The City shall allow employees of the Garden Grove Police Association to donate compensatory time from their Compensatory Time Bank (MOU) (Article IV, Section 3) to create an Association leave bank with pay of up to a cumulative total of 300 hours of leave annually in order for Association members to attend Association functions or meetings. Employee may donate hours from their own compensatory time bank (MOU) to this Association bank each January. Any request for time off must be approved in advance by the department. Time spent by employees who are on duty attending meetings with the Administration of the Police Department shall not be charged against the 300 hours.

5. POLICE CONTRACT WORK

The City agrees that full-time sworn Police personnel shall be given the opportunity on a minimum of forty-eight hours notice, to volunteer for "police contract work" before such work opportunity is afforded to non-full-time City employees.

ARTICLE II

SALARY AND COMPENSATION

1. WAGES

a. FIRST YEAR

The City will conduct a salary survey of Orange County Police Agencies in June of 2006 with the results implemented in the first full pay period in July 2006, July 1 – July 14, per conditions outlined below. The survey will determine the difference between the current City position of Police Officer versus the 8th ranking of Police Officer in Orange County Police Agencies.

The survey will include the components of:

- Top Step "Base Salary" without any special assignments, education, or additional requirements to receive this top step. Base salary that is in effect on June 3, 2006.
- Deduct value of "Employee" statutory PERS contribution that is NOT picked up by an agency as of June 3, 2006.
- Deduction of 5% for any agency with 2% @ 50 PERS plan (or similar plan) OR deduction of 2.5% for any agency with 3% @ 55 PERS plan (or similar plan) in effect on June 3, 2006. If there is more than one retirement plan in force on June 3, 2006, the plan that has fifty percent plus (50%+) employees in it will be the plan used for comparison.

The Association 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 mid-point between 8th and 7th ranking, the City will determine the percentage needed to bring the classification of Police Officer up to the mid-point between 8th and 7th ranking. Effective July 1, 2006, the salary range for Police Officer and Police Sergeant shall be increased by that same percentage amount.

b. SECOND YEAR

The City will conduct a salary survey of Orange County Police Agencies in December of 2007 with the results implemented in the first full pay period of January 2008, January 5 – 18, per conditions outlined below. The survey will determine the difference between the current City position of Police Officer versus the 7th ranking of Police Officer in Orange County Police Agencies.

The survey will include the components of:

- Top Step "Base Salary" without any special assignments, education, or additional requirements to receive this top step. Base salary that is in effect on December 1, 2007.
- Deduct value of "Employee" statutory PERS contribution that is NOT picked up by an agency as of December 1, 2007.

- Deduction of 5% for any agency with 2% @ 50 PERS plan (or similar plan) OR deduction of 2.5% for any agency with 3% @ 55 PERS plan (or similar plan) in effect on December 1, 2007. If there is more than one retirement plan in force on December 1, 2007, the plan that has fifty percent plus (50%+) employees in it will be the plan used for comparison.

The Association 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 mid-point between 7th and 6th ranking, the City will determine the percentage needed to bring the classification of Police Officer up to the mid-point between 7th and 6th ranking. Effective January 5, 2008, the salary range for Police Officer and Police Sergeant shall be increased by that same percentage amount. If the survey determines the City's ranking is at or above the mid-point between 7th and 6th ranking, there shall be no increase in salary.

c. THIRD YEAR

The City will conduct a salary survey of Orange County Police Agencies in December of 2008 with the results implemented in the first full pay period of January 2009, January 3 – 16, per conditions outlined below. The survey will determine the difference between the current City position of Police Officer versus the 6th ranking of Police Officer in Orange County Police Agencies.

The survey will include the components of:

- Top Step "Base Salary" without any special assignments, education, or additional requirements to receive this top step. Base salary that is in effect on December 6, 2008.
- Deduct value of "Employee" statutory PERS contribution that is NOT picked up by an agency as of December 6, 2008.
- Deduction of 5% for any agency with 2% @ 50 PERS plan (or similar plan) OR deduction of 2.5% for any agency with 3% @ 55 PERS plan (or similar plan) in effect on December 6, 2008. If there is more than one retirement plan in force on December 6, 2008, the plan that has fifty percent plus (50%+) employees in it will be the plan used for comparison.

The Association 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 mid-point between 6th and 5th ranking, the City will determine the percentage needed to bring the classification of Police Officer up to the mid-point between 6th and 5th ranking. If the survey determines the City's ranking is at or above the mid-point between 6th and 5th ranking, there shall be no increase in salary. If the survey determines an increase is due, effective January 3, 2009, the salary range for Police Officer and Police Sergeant shall be increased by the appropriate percentage amount to bring the classification to 6th ranking, not to exceed 4.5%.

2. SALARY STEP INCREASE

a. Salary Merit 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. The time period for eligibility for advancement from Step "A to "B" shall be one (1) year of service.

b. Salary Increase Upon Promotion

The phrase "at least five percent (5%)" in Section 2.44.210 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. MASTER OFFICER I

Police Officers assigned to the position of Master Officer I shall receive five percent (5%) above the base salary for the position of Police Officer.

4. MASTER OFFICER II

The Police Chief may appoint up to 20 Master Officer II positions. Requirements for qualification of a Master Officer II are:

- a. Successfully completed two (2) years as a Master Officer I in patrol and served a minimum of six (6) months in a specialty unit or assignment; or,
- b. Successfully completed one (1) year as a Master Officer I in patrol and served two (2) years in a specialty unit or assignment; or
- c. Five (5) years in a specialty unit or assignment previously compensated with five percent (5%) pay or assignment to Gang Suppression Unit, K-9, or D.A.R.E. Service in the units of T.R.A.P., Asian Services or Buena-Clinton prior to the Department reorganization on January 19, 1991 will be considered as qualifying; or,
- d. Successfully completed four (4) consecutive years as a Master Officer I in patrol.

All selections to Master Officer II are made by the Police Chief. Master Officer II positions shall receive seven percent (7%) above the base salary of the position of Police Officer.

5. ACTING PAY

Except with the consent otherwise of the employee, an employee who is appointed to serve in an acting capacity shall be compensated at approximately five percent (5%) higher than his/her entitlement in his/her current position at the time of such appointment; provided, however, that he/she shall in no case receive less than the amount paid for the first step of the position to which he/she is so appointed. If the salary paid at the first step is less than approximately five percent (5%) higher than the salary to which the employee would otherwise be entitled if he/she had not been so appointed, then the salary of the next regular step for the acting position shall be paid. A person appointed in an acting capacity shall be eligible to receive merit increases in his/her permanent position during the acting appointment, but shall not be entitled to merit increases in the position which he/she holds in an acting capacity.

6. INTERPRETER

- a. The City shall pay an additional five percent (5%) per month of base salary to an employee who is capable of speaking and interpreting Vietnamese, Korean, Spanish, and/or any other language designated by the City Manager. Determination of capability shall be made by passing both the qualifying verbal and written tests established by the City.
- b. The City agrees to pay the sum of sixty dollars (\$60.00) per pay period to employees who only pass a verbal skills test in the designated language(s), as determined by a qualifying test established by the City.

7. EDUCATION INCENTIVE

The City shall provide an education incentive program to qualified Police Officers and Police Sergeants as described in Exhibit D. This program replaces and supersedes the previous program described in prior Memoranda of Understandings and Resolution No. 4294-72.

8. TUITION REIMBURSEMENT

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

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 City's rate shall be similarly adjusted, prospectively, to the new IRS rate, but only after the City has received official notification of the new IRS rates.

When an employee is participating in POST training and is required to use his/her vehicle, the City agrees to compensate the employee at the approved POST mileage rate.

ARTICLE III
FRINGE BENEFITS

1. RETIREMENT

- a. Every employee in the unit shall participate in the Public Employees' Retirement System three percent (3%) at 50 (Section 21362.2 Full formula for local Police Safety Members) retirement plan including all existing related retirement benefits as adopted by the City Council, such as Government Code Sections 20024.2 (Highest Year) and 20862.8 (Credit for Unused Sick Leave). Participation shall begin immediately upon employment.
- b. Effective May 25, 1996, the City will no longer pay the employee's nine percent (9%) contribution to the Public Employees' Retirement System.

Effective May 25, 1996, the employee shall begin to pay the "Employee's Contribution" to the Public Employees' Retirement System (PERS). The City shall treat these contributions as "pick-up" in accordance with Section 414(h)2 of the Internal Revenue Code and any applicable Government Code sections. These "pick-up" contributions, to the extent permissible, shall be treated as deferred income to the employee for federal and state tax purposes.

Any income tax obligations or penalties resulting from the "pick-up" contributions shall be the exclusive responsibility of the employee. In the event the Internal Revenue Service shall change its current position and determine that such contributions constitute salary, not deferred compensation, any resulting tax obligations or penalties shall be the exclusive responsibility of the employee and the City shall not be held responsible therefor. In that event, the Association shall have the option to cause the salary ranges of the affected classifications to be reduced by nine percent (9%) and to cause the City to resume paying the employees' required nine percent (9%) retirement contribution pursuant to Section 20615 of the Government Code, with this payment to be designated as special compensation under Government Code Section 20023(c)(4).

- c. Such participation in the applicable retirement plan shall continue until the employee terminates employment with the City for any reason and shall then cease under the terms of said plan.

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 sum of \$16.00 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 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 care 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 in section 3(b) shall receive a \$100.00 per month credit either payable in cash or contributed to the employee's account with the City's deferred compensation plan. This credit shall be provided to such employee once a year in the month of December and may be adjusted annually by the Association.

4. CITY FRINGE BENEFIT CONTRIBUTION - REOPENER

The City and Police Association 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 Sept. 20, 2006.

5. RETIREE MEDICAL FUND

During the month of January each year, the City will calculate the value of 1.40% of salary and pay that amount toward an Association retiree medical trust fund on an ongoing basis. In so doing, the Association warranted that there were no legal barriers to the validity of the trust fund or to payment by the City to such a trust fund, and that by making any such payment, the City would assume no obligation or liability to the trust fund or its beneficiaries, or to the Association.

6. LIFE INSURANCE

The City will provide a term life insurance policy which will allow a benefit of the individual's annual salary rounded up to the next \$1,000.

7. 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 Law Enforcement Association or an equivalent plan. The existing plan provides for a death benefit not to exceed \$10,000.

8. MEDICARE

Effective April 1, 1986, all newly hired employees must be covered under MEDICARE. All newly hired employees will have a deduction from their paycheck to cover the cost of MEDICARE. The deduction and salary requirements are determined by federal regulations. In the event that all employees hired prior to April 1, 1986, are mandated to be covered under MEDICARE, these same provisions shall apply.

In the event that any or all of the provisions of MEDICARE are no longer applicable to local government, due to either legislation or applicable final Appellate 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.

9. 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 Appellate 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 Association acknowledge that the PERS retirement plan will not be automatically available to those "new" hires, and the City and the Association will immediately begin to meet to discuss alternative retirement plans for these "new" hires. No plan will be implemented during the term of this MOU, unless agreed by both parties.

10. CONTINUATION OF FRINGE BENEFITS

The City shall continue to pay its designated contribution toward the cost of 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 period provided under the FMLA or CFRA. Should such leave continue longer than 12 weeks, or in the case of any other type of leave of any length, the employee shall become liable for the full cost of these insurance premiums in order to continue uninterrupted coverage.

If an employee fails to return to work after his/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. OVERTIME - MOU

- a. Overtime shall be defined as hours worked in excess of the regularly scheduled daily work shift or (a) forty (40) hours per week for employees assigned to work a 5/8 or 4/10 work schedule, or (b) eighty (80) hours in a two-week period for those employees assigned to work any other work schedule. Except as provided below, hours worked shall include all authorized paid leaves of absence. This overtime (MOU) shall be accrued at a rate of 1-1/2 times base pay with the following exceptions:
 - (1) court alert pay shall be at straight time;
 - (2) straight-time pay shall be paid when an employee is sent to a training institution/class and is relieved of normal duties during the training period;
 - (3) holiday pay shall be paid at straight-time rate.
- b. Employees may choose to be paid this overtime (MOU) or bank it into the compensatory time bank (MOU) up to a maximum of three hundred (300) hours.

2. OVERTIME - FLSA

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, all FLSA overtime is payable.

All overtime compensation that is required by an application of the Fair Labor Standards Act (FLSA) for employees covered by this agreement shall be calculated at the rate of one and one-half times the employee's regular rate of pay, as defined in the FLSA, provided that, in making those calculations, the City shall be entitled to offset any overtime (MOU) compensation provided pursuant to this contract during the applicable work period that was not required by the FLSA. Police Sergeants shall be paid as if the FLSA requirements were applicable to them pursuant to the method set forth above. Beginning July 3, 2004, all FLSA overtime shall be paid and cannot be banked.

3. COMPENSATORY TIME BANK - (MOU)

- a. Employees may be allowed to accrue only Overtime (MOU) as specified in Section 1 up to a maximum of three (300) hours of compensatory time ("three-hundred bank") in lieu of cash payment at any one time. Any MOU overtime in excess of this three-hundred (300) hour bank will be paid in cash each pay period. Any request for compensatory time off must be approved in advance by the employee's immediate supervisor.

If for some specific reason an employee wishes to accrue compensatory time in excess of the limits established herein, he/she must submit a request in writing to his/her department listing these reasons. The Police Chief and City Manager shall review and may grant such request if it is in the best interest of the City. The excess of the limit shall be determined by the Police Chief and the City Manager.

- b. During any pay period, an employee may request a cash-out of any time in their compensatory time bank (MOU). However, in February of each year, this compensatory time bank shall be cashed out down to a maximum of forty (40) hours, plus any amount that was approved pursuant to 3(a) above for that calendar year.

4. COURT ALERT

a. Court Alert Pay

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

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

Officers who receive an afternoon subpoena shall receive no compensation if they are called off prior to the court subpoena time if it is an "on-duty" day for the employee, regardless of the shift hours.

Officers who receive a subpoena for an off-duty day shall be compensated for two (2) hours court alert time even if they are called off 21 days prior to the subpoena date. Officers who receive a subpoena for an off-duty day shall not be compensated for court alert time if they are called off 22 or more days prior to the subpoena date.

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

Notwithstanding any of the foregoing, the department reserves the right to manage court subpoenas, including the rights: (1) to designate whether an employee shall be placed "on-call" or required to appear in court; (2) to designate the time period an employee will be placed "on-call," if at all; and/or (3) to designate or change the time an employee will be required to appear in court in response to a subpoena to the extent permitted by court practices.

b. Court Pay

Court Pay is intended to compensate officers for time spent in court during their off-duty hours. When officers are called to attend court, they shall receive compensation at time and one-half their regular hourly rate for a minimum of two (2) hours or the actual time spent in court if it exceeds more than two (2) hours. The actual time in court cannot be counted twice if it extends into the officer's duty shift. Lunch break from court shall not be considered work time and will not be compensated.

5. MEALTIME COMPENSATION

A thirty (30) minute paid meal period, when available, will be included in the shift of all employees assigned to call-for-service positions, including the Special Investigations Unit, as defined by the department. Except for officers assigned to work the major portion of their shift between 11 p.m. and 7 a.m., this break is to be taken within their assigned area or the Police Station, and must allow them to respond to emergency situations. A meal schedule allowing the taking of meals outside the employee's assigned area and other than at the Police Station will be established by the department for officers assigned to work a shift the majority of which is between 11 p.m. and 7 a.m. Officers assigned to the investigative and administrative functions shall be permitted a thirty (30) minute non-paid meal break per shift. If a City vehicle is utilized for transportation to a meal site, the employee will notify the department of location for contact in case of emergency situations. Time spent in response to such calls shall be compensated at the normal overtime rate of the employee.

6. ALTERNATIVE WORK SCHEDULES

a. 4/10 Plan

All employees not assigned to the Community Policing Bureau for Patrol Assignment shall be assigned a "4/10" work schedule, consisting of four consecutive ten-hour work days and three consecutive days off, except that employees assigned to the Special Investigations Unit (SIU) may be required to work a 4/10 schedule that does not include three consecutive days off when required by the needs of the department.

Meal Periods: For all employees not assigned to the Special Investigations Unit, Gang Suppression Unit, Traffic Unit, or Patrol, the employee's meal period shall not be counted as part of the ten hours the employee is scheduled to work. Thus, for example, if such an employee is scheduled to have a one-hour meal period, his or her regularly scheduled shift shall be scheduled to end eleven hours after it is scheduled to begin. An employee who is authorized to work during all or any portion of the scheduled meal period shall be entitled to regard that time as time worked.

b. 3/12.5 Plan

Employees assigned to the Community Policing Bureau for Patrol Assignment only, effective July 15, 2006, shall be assigned to a 3/12.5 work schedule. The 3/12.5 work schedule shall consist of three consecutive 12.5-hour work days followed by four consecutive days off. The 3/12.5 work schedule requires that once within every 28-day period each employee work an additional 10-hour shift. Employees will be notified at least 28 days in advance of the date for the 10-hour work shift. The 10-hour work shift shall be assigned in conjunction

with the employee's regularly scheduled days off and shall allow for at least a 9-hour break between the 10-hour work shift and the end or commencement of the employee's regular duty shift. Exceptions to the 10-hour shift rules relative to being in conjunction with the employee's days off or providing for a minimum of 9 hours between shifts will be:

- 1) The 10-hour shift is for training and the employee agrees to waive the minimum 9-hour break requirement.
- 2) The department becomes aware of an event, (e.g., an event involving civil unrest, an emergency situation, or some other activity that is not anticipated or planned) requiring additional police officer staffing. In such cases, the employee shall have the option of agreeing to work such event in lieu of their scheduled 10-hour work shift. If the event does not require the employee work a complete 10-hour shift, the employee shall work the remaining time in a patrol function or other function approved by the watch or division commander.

7. SPECIALTY AND SENIOR SPECIALTY ASSIGNMENTS

All employees assigned to any specialty assignment or unit may be assigned by the Police Chief to work up to one (1) consecutive month, each calendar year, in patrol.

8. ABSENCE FROM WORK

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

ARTICLE V

LEAVE POLICY

1. HOLIDAYS

a. Authorized Holidays

- (1) Effective the first pay period of each calendar year, each employee shall receive eighty (80) total hours of paid holiday leave in a "holiday bank." Employees identified in Subparagraph (b) of this section shall be entitled to one hundred (100) hours of paid holiday benefits per calendar year. Non-patrol employees who choose to work on the actual holiday shall do so in patrol, unless specifically authorized by their supervisor for another assignment. During the first six months of the calendar year, employees may either use (subject to supervisory approval) or request payment for up to one-half the total annual holiday hours accrued. The remaining hours accrued may be either used (subject to supervisory approval) or requested for payment during the second six months of the calendar year.
 - a) Effective the first pay period in 2007, each employee shall receive ninety (90) total hours of paid holiday leave in a "holiday bank."
 - b) Effective the first pay period in 2009, each employee shall receive one hundred (100) total hours of paid holiday leave in a "holiday bank."
- (2) An employee who commences employment at a time other than the beginning of a calendar year shall only be entitled to receive those holiday benefits described in subparagraph (3) of this section attributable to those holidays that have occurred during the period actually worked. Likewise, employees who separate from service during the course of a calendar year shall only be entitled in that year to utilize those holiday benefits described in subparagraph (3) of this section which pertain to the time period they worked. The value of any holidays used in excess of those entitled shall be deemed a wage advance and shall be deducted from the employee's final pay check.

An employee who is on an unpaid leave of absence during any holiday designated in subparagraph (3) is not entitled to receive any holiday benefits for that holiday and such hours shall not be included in the Holiday Bank. If an employee dies or has a grave non-industrial illness/injury and does not return to work, the City will not seek reimbursement of any used but unearned holiday pay.

(3) Designated Holidays

January 1st (New Year's Day)
Third Monday of February (President's Day)
Last Monday of May (Memorial Day)
July 4th (Independence Day)
First Monday in September (Labor Day)
Fourth Thursday in November (Thanksgiving Day)

December 25th (Christmas Day)
Floating Holiday
Floating Holiday, effective 2007
Floating Holiday, effective 2009

b. One Hundred Hours - Holiday Bank

Employees in continuous employment with the City prior to July 1, 1980, shall be entitled to a one hundred (100) hour pay "holiday bank" so long as they are assigned to patrol, in lieu of the holiday hours provided in subsection a(1) above. An employee shall temporarily lose this right upon assignment to a non-patrol position, provided that such right shall revert to the employee in the event of a subsequent reassignment to a patrol position. An employee shall lose this right upon a promotion to Sergeant or Lieutenant. In the event he/she does not pass promotional probation, the employee shall have the right to revert to the one hundred (100) hour pay "holiday bank." In the event of any movement into or out of a hundred-hour bank status during a calendar year, the amount of said bank shall be prorated according to the holidays that have occurred as of that date.

1. Effective the first pay period in 2007, each qualifying employee as identified above shall receive one hundred and ten (110) total hours of paid holiday leave in a "holiday bank."

2. Effective the first pay period in 2009, each qualifying employee as identified above shall receive one hundred and twenty (120) total hours of paid holiday leave in a "holiday bank."

c. Holiday - Cash Out

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

2. VACATION

Annual vacation schedules shall be established by the department once a year on the basis of seniority as established within assignment by the Police Chief. Unscheduled vacations (of one or more days) may be granted by the Police Chief at such times as in his opinion, they would cause the least interference with the department.

a. Basis of Accrual

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

fourteenth year of service, every employee except part-time and temporary appointments, shall be allowed fourteen (14) hours vacation leave with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Following the completion of the nineteenth year of service, every employee except part-time and temporary appointments shall be allowed seventeen and one-quarter (17.25) hours vacation with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Following the completion of the twenty-fourth year of service, every employee except part-time and temporary appointments shall be allowed twenty and one-half (20.5) hours vacation with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay.

b. Vacation Accrual

All employees shall be entitled to accrue vacation earned during two (2) full calendar years of employment. If for some specific reason an employee wishes to accrue vacation leave in excess of the limits established herein, he must submit a request in writing to his/her department listing these reasons. The department head and City Manager shall review and may grant such request if it is in the best interest of the City. The excess of the limit shall be determined by the department head and the City Manager.

c. Effects of Holiday on Vacation Leave

In the event one or more authorized municipal holidays falls within a vacation leave, employees may utilize hours from either their holiday or vacation banks.

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

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

e. Compensation for City Work during Vacation

Employees shall be permitted to work for compensation for the City with the approval of their department head within their normal capacity during the time of his/her paid vacation leave from City service.

f. Vacation Pay Upon Separation

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

g. Vacation Buy-Back

Each December 31st employees may elect to convert up to forty (40) hours of unused vacation benefit at their then (December 31) hourly rate of pay into cash, provided that they have utilized at least eighty (80) hours of vacation benefits in the calendar year ending on said December 31st and retain after such conversion at least eighty (80) hours of unused vacation benefits.

3. SICK LEAVE

a. Accrual of Sick Leave

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

Sick leave can only be used for a non-industrial illness, non-industrial injury, or family sick leave. Payoff of sick leave is authorized only under the conditions and qualifications listed in this MOU.

b. Family Sick Leave

Forty-eight (48) hours of normally accrued sick leave may be permitted to be used in any calendar year for family sick leave in lieu of personal sick leave. Only legal spouse, dependent children, dependent sibling (residing with employee) and/or dependent parent(s) living in the employee's household are considered "family" for definition of this benefit, except that "family" shall also include other dependent minor children and/or parent(s) requiring the employee's presence for the purpose of receiving medical care.

c. Proof of Illness

- (1) Employees shall be required to complete a sick leave verification form when returning to work after utilizing sick leave. This form shall be attached to their time sheet. The Personnel Director may request a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave pay is granted. If the sick leave request equals five (5) or more working days, the Personnel Director may also designate a licensed physician to conduct a physical examination and such examination shall be conducted at City expense.
- (2) Notwithstanding (1) above, the Police Chief may require a certificate issued by a licensed physician or other satisfactory proof of illness before any type of sick leave pay is granted for absences of any duration if, prior to the beginning of the absence, the Police Chief has issued a letter to the individual employee stating that such certification will be required.
- (3) Such a letter may be issued by the Police Chief in his discretion whenever an employee's record indicates any of the following:
 - a) Excessive sick leave incidents
 - b) Abuse of sick leave usage
 - c) Excessive tardiness
 - d) Unacceptable patterns of absence or tardiness, such as chronic absences on the last day of a work week or first day of a work week,

or chronic absences on days preceding or following holidays or vacation days.

d. Effect of Leave of Absence on Sick Leave Accrual

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

e. Annual Sell Back

Once every fiscal year during the month of July an employee who has accumulated 240 unused sick leave hours shall be eligible to sell back to the City one-half of his or her annual accrued but unused sick leave hours in excess of 240 hours, at the rate of \$.70 on the dollar, based upon the hourly rate of pay in effect as of June 30th. The remaining one-half of annual accrued but unused sick leave hours will remain in the employee's bank of accumulated sick leave.

f. Pay Off at Retirement

At the time of an employee's service or disability retirement, the City shall pay to him or her an amount equal to 50% of his or her total accumulated but unused sick leave hours, provided that the 50% pay out under this provision may be applied to no more than 1,000 hours accumulated but unused sick leave. The remaining accumulated but unused sick leave hours will be used toward the extension of his or her service period under the PERS retirement system, subject to Government Code Section 20862.8.

At the request of the employee, 100% of accumulated but unused sick leave hours may be used toward the extension of his or her service period under PERS Section 20862.8 and no payout will occur.

4. BEREAVEMENT LEAVE

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

5. 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 as soon as practicable notify his or her supervisor upon receipt of military orders and present a copy of the orders to his or her department head prior to taking such leave. The department head shall in turn advise the Personnel Services Director of such military orders.

6. 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 or 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 limitations/restrictions. Should the employee need to take a leave of absence due to such disability, he or she must use all accrued paid leave prior to requesting leave without pay, provided that the use of sick leave in the case of pregnancy disability is optional to the employee prior to use of leave without pay. A medical certificate from the employee's treating physician stating the requirement for leave and anticipated length of leave must be submitted to the Personnel Services Director prior to authorization for such leave. Upon return to work from a disability leave, a medical certificate with specific comment on limitations/restrictions (or lack of such) must be submitted to the Personnel Services Director.

7. INDUSTRIAL INJURY LEAVE

Sworn Police personnel shall be entitled to time off and compensation with respect to industrial injuries as provided by law.

8. JURY DUTY

An employee called for jury duty shall immediately submit a memorandum to the Police Chief through the chain of command listing the required dates of service. Employees serving on jury duty in courts that have established a "stand by" or "call in" system are required to use the "stand by" or "call in" process.

An employee who is required to attend jury duty on a scheduled work day will be compensated for the hours served at their normal rate of pay, hour for hour. Jury duty hours will be substituted for regular work hours, hour for hour for the normal work day.

Employees who do not spend all the hours of their regular work shift on jury duty are required to report to the department to complete the remaining hours. The employee may request from his/her immediate supervisor, or the on-duty watch commander, compensatory time off in lieu of reporting for duty.

An employee who is required to attend jury duty on regular, previously scheduled days off, or holiday will not be compensated for jury service. Regular or previously scheduled days off will not be adjusted to coincide with dates of jury service. No overtime pay will be paid for jury duty hours that exceed the normal number of hours an employee is scheduled to work.

An employee who is called for jury duty must submit a certificate from the court that shows the dates and hours of service. This certificate will be submitted with the employee's time sheet and forwarded to Payroll.

9. TIME OFF FOR EXAMINATIONS

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

10. LEAVE OF ABSENCE WITHOUT PAY

a. General Policy

Any employee may be granted a leave of absence without pay upon the approval of the City Manager pursuant to the recommendation of his/her department head and the Personnel Director except that in case of a leave of absence without pay of fifteen (15) 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) Pregnancy
- (3) To take a course of study which will increase the employee's usefulness on return to his/her position in the City service
- (4) For personal reasons acceptable to the City Manager and/or Personnel Director and department head.

b. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the Personnel 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/her department head and upon written recommendation of the department head that it be granted, modified or denied shall be promptly transmitted to the Personnel Director. The Personnel Director shall then make his/her recommendation in writing and transmit the request to the City Manager unless the request is for a leave of fifteen (15) consecutive days or less in which case the action of the Personnel 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 (1) year provided that the City Manager may extend such leave for an additional period not to exceed one (1) year. Procedure in granting extensions shall be the same as that in granting the original leave provided that the request for extension is made no later than fourteen (14) calendar days prior to the expiration of the original leave.

d. Return from Leave

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

e. Leave without Pay

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

11. ABSENCE WITHOUT LEAVE

a. Advance Notice

Whenever possible an employee shall notify his/her 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

Employees shall notify, except as otherwise excused by reason of law, the on-duty Operations Commander at least one (1) hour prior to the assigned reporting time if they do not intend to report for assigned duty. The Operations Commander shall notify the employee's Commander and/or immediate supervisor.

c. Failure to Provide Notice

Absences not reported as prescribed by this section may be considered as absences 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.

ARTICLE VI

EQUIPMENT AND SAFETY

1. SAFETY EQUIPMENT

The .40 or .45 Glock caliber handgun will be provided to all members required to carry a gun, at the City's expense and will be the primary weapon authorized by the Police Department. A member may, however, be authorized to carry an approved make and model .40 caliber or .45 caliber handgun if qualified by the department in its use. The City will provide training and ammunition for any one of the weapons mentioned above. Each officer shall upon request be furnished with 120 rounds of practice ammunition per month.

2. CONCEALED GUN

Departmental General Order 14.3 permits officers to carry a concealed second hand gun to be used in emergency situations where the officer's primary duty gun has become inoperable or unavailable. The second hand gun shall be carried at the officer's option and shall not be furnished by the Department. The second hand gun must be carried in a concealed manner, as more specifically set forth in the General Order and the officer who desires to carry it will be required to qualify for it on an annual basis under supervision of the Departmental Range Master and at Departmental convenience. Such qualification must be on the officer's own time and with his/her own ammunition. All weapons and ammunition are to be inspected by the Departmental Range Master prior to qualification. The second hand gun shall be a .38 caliber revolver or semi-automatic pistol, .380 caliber semi-automatic pistol, .40 caliber semi-automatic pistol, .45 caliber semi-automatic pistol (other than Model 59 Smith & Wesson and Model 39 Smith & Wesson), or another weapon specifically authorized in writing by the Police Chief.

3. ADVISORY SAFETY COMMITTEE

The City shall utilize the Safety Committee policy set forth in Exhibit C of this Agreement. Any part of this policy may be changed by written agreement of the parties.

ARTICLE VII

WORKING CONDITIONS

1. PROMOTIONAL POLICY

The City shall utilize the Promotional policy set forth in Exhibit A of this Agreement. Any part of this policy may be changed by written agreement of the parties.

2. TRANSFER POLICY

The City shall utilize the Transfer policy set forth in Exhibit B of this Agreement. Any part of this policy may be changed by written agreement of the parties.

3. SHIFT ASSIGNMENTS

Beginning with the July 2004 patrol shift change, the patrol shift selection system will change to "Dream Sheet" system, with the noted exception for qualified Patrol Officers and qualified Master Officers as described below. A dream sheet system is one in which Officers and Sergeants submit a first and second choice request for a patrol shift, and the patrol division lieutenants retain final scheduling authority. In practice, the patrol Lieutenants will meet and review the Sergeants' dream sheets before assigning shifts, and the patrol Sergeants and patrol Lieutenants will meet and review the Officers' and Master Officers' dream sheets before assigning shifts.

Preference in the selection of available patrol shifts for "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will be on a seniority basis for two consecutive shift changes. After these two consecutive shift changes, "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will revert to the "Dream Sheet" system used for non-qualifying Officers and Master Officers. To be "qualified," an Officer or Master Officer must have 15 years of service with the Garden Grove Police Department as a full-time sworn Police Officer prior to the first day of the shift change. Beginning with the July 2004 shift change, "qualified" patrol Officers and "qualified" Master Officers assigned patrol beats will be staggered, as described below, to distribute the number of seniority shift selections over three shift changes.

Beginning with the July 2004 shift change, the number of "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will be equally divided between the two patrol divisions. Then, using a lottery system administered by the department, each patrol division will equally divide the combined "qualified" patrol Officers and "qualified" Master Officers into three groups: A, B, and C. A "two-shift seniority, one-shift non-seniority selection" cycle will be established, with respect to those groups, as follows: 1) A and B seniority, C non-seniority; 2) B and C seniority, A non-seniority; 3) C and A seniority, B non-seniority. Employees in the two lettered groups who have seniority preference in shift selection shall not have such preference affected by which of the two lettered groups they are in. As "qualified" Officers and "qualified" Master Officers rotate, or are otherwise assigned to patrol divisions and beats, they will be assigned to one of the three groups based on maintaining an equal distribution of "qualified" personnel amongst the three groups. Preference in the selection of available patrol shifts for "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats only applies during the regularly scheduled semi-annual shift changes. The department retains the right to make division, beat and squad assignments when Officers are initially hired or transferred to patrol during the middle of a six-month shift assignment.

In applying this clause to shift assignments, the department reserves the right to distribute, at its discretion, the number of Master Officers assigned to patrol beats amongst the seven squads to ensure a relatively even distribution of Master Officers 24 hours a day, 7 days a week.

4. SPECIALTY UNIT ASSIGNMENT

- a. Except as provided for herein, all assignments to a specialty unit shall be on a five (5) year basis. At the end of such specialty assignment, Officers may be rotated out of such assignments by the Police Chief. The Association agrees that this rotation shall not be subject to any administrative or other review.

Except to the extent expressly provided in this paragraph, the assignment and re-assignments of Police Sergeants to and/or out of specialty units or positions will continue to be made at the sole discretion of the Police Chief. The assignment of Police Sergeants to specialty units or positions will be on a three (3) year basis. At the end of such specialty assignment, Police Sergeants will be subject to rotation out of such assignment by the Police Chief without any administrative or other review.

The Police Chief may, in his sole discretion and on a year-to-year basis, extend an Officer or Sergeant's assignment in a specialty unit for a period of twelve (12) months. The Police Chief or his/her designee will notify any employee who is to be rotated per this section by November 15th of each year, and any such rotation to patrol will occur the following January shift change. It is expressly understood that if the Police Chief does not notify an employee that he/she is to be rotated, then a twelve (12) month extension has been granted. Nothing in this section shall be interpreted to require the Police Chief to rotate a specific number of officers each year.

- b. The City shall identify the following units and position assignments as non-patrol specialty assignments:

Motor Officer
Traffic Collision Investigator
Special Investigations Unit
Youth Services Unit
Crimes Against Persons Unit
Crimes Against Property Unit
Personnel Sergeant
Internal Affairs Sergeant

The Police Chief will have the right to determine additional specialty unit positions and/or assignments.

Notwithstanding any other provision of this MOU, the decision as to whether any assignment or position shall be established within the department as well as its impact is exclusively that of the Police Chief, and shall not be subject to the meet and confer process; provided that, by waiving its right to meet and confer, the Association does not waive its right to pursue judicial remedies consistent with this MOU. The City shall not be required to establish or maintain any Specialty Unit or position, or to establish or maintain any particular staffing level.

- c. Other than specified above, assignments for six (6) months or less are "not" regularly assigned within the meaning of this MOU. Such assignment

constitutes a temporary assignment. Service during such a temporary assignment will count toward the satisfaction of specialty service required for the Master Officer II position.

- d. Nothing in this MOU shall restrict the right of the Police Chief to reassign or remove any employee to or from a specialty assignment, during the term of such assignment, for such reasons as, or circumstances where, such right could have been exercised by the Police Chief prior to the execution of this MOU.

5. EMPLOYMENT MEDICAL/PHYSICAL

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

6. TRAINING SCHEDULING

The Department will attempt to alleviate officer inconvenience caused by scheduled training during non-duty hours. This may include weekend, weeknight or alternative training hour times. The Department may request officers to submit a preference day or time of day for a given six (6) month period.

7. DISCIPLINARY ACTIONS

The department may choose to offer an employee who is subject to a suspension the alternatives of a salary step reduction or loss of accumulated vacation time of an equal monetary value. The department also retains the right to utilize a mandatory step reduction as a form of disciplinary action.

8. DISCIPLINARY APPEAL

- a. The Association agrees that the appeals procedure referred to in Section 2.44.390 of the Municipal Code shall not be available for either a "Warning/Reprimand" or "Suspension" of less than one (1) work day.
- b. The City may elect to amend Section 2.44.390 of the Municipal Code so that it would no longer be required to serve subpoenas on behalf of the disciplined employee, in which case the employee would be responsible for causing any such subpoenas to be served. The witness shall not be entitled to receive any compensation from the City for an off-duty appearance at a disciplinary proceeding in response to the subpoena issued on behalf of the disciplined employee.
- c. Both the City and the Association acknowledge the right to waive upon mutual agreement the tri-partite ad hoc personnel appeals board, as described in Section 2.44.390 of the Municipal Code, and if so waived the parties will mutually select a hearing officer.

9. DRUG TESTING POLICY

The department may implement a policy which includes both random and for-cause drug testing. The City will meet and confer with the Association prior to implementing such a policy. The policy will apply to all sworn department personnel.

10. SCAQMD

In compliance with the SCAQMD Regulation XV, the City reserves the right to delete or modify incentives, add new incentives, or add disincentives to the extent mandated, by SCAQMD, to the City's Trip Reduction Plan.

11. 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.

12. PROBATIONARY PERIOD – POLICE SERGEANT

The probationary period for the classification of Police Sergeant shall be twelve (12) months commencing on the date of appointment.

ARTICLE VIII

GENERAL PROVISIONS

1. MAINTENANCE OF BENEFITS

Except as set forth in this MOU and specifically subject to Management Rights Clause of this agreement, all existing prescribed economic fringe benefits shall remain in full force and effect during the term of this agreement. Nothing herein contained shall apply to those items which by law are and shall remain management prerogatives.

2. SAVINGS CLAUSE

If any provision of this MOU or any of the applications 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 MOU will remain in force and effect.

3. CONSTRUCTION

Nothing contained in this MOU or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law which may cover the topic. For purposes of this reference, law shall include the Constitution and all relevant Federal and State 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.

4. TERM

Following ratification of this MOU by the membership of the Association and approval thereof by the City Council of the City of Garden Grove, said agreement shall be effective from July 1, 2006, through and including June 30, 2009. During the term of said agreement, neither party shall propose any improvements in wages, hours, or working conditions concerning the affected employees which are to take effect prior to the expiration date of said agreement, nor shall either party be required to meet and confer in response to any such request.

ATTACHMENTS

Copies of the following documents are incorporated herein by reference:

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

DATED: June 13, 2006

CITY OF GARDEN GROVE

GARDEN GROVE POLICE ASSOCIATION



Matthew Fertal, City Manager



Jeff Nightengale, President

PROMOTIONAL PROCEDURE
FOR THE POSITION OF SERGEANT
GARDEN GROVE POLICE DEPARTMENT

1. The Personnel Office will provide notification of the promotional opportunity thirty (30) days in advance of the closing date for the filing of an application.
2. A promotional bulletin will be prepared outlining basic job duties, the application procedure, and a list of resource materials from which the written examination will be taken.
3. All individuals applying must meet the following requirements:
 - a. Except as provided below in subparagraph b), each individual must possess an Associate of Arts (AA) or Associate of Science (AS) degree or equivalent units in a four (4) year program in a police related field and at least five (5) years experience as a peace officer, three (3) of which must have been at the Garden Grove Police Department. An individual may apply if he/she will meet the experience requirement within either six (6) months of the filing deadline or two (2) years and six (6) months subsequent to the establishment of the previous list, whichever occurs later; however, such an individual is not eligible to be appointed to the promotion until the appropriate experience requirement is met.
 - b. As an alternative to the requirements described in subparagraph a), an employee may qualify if he or she has at least seven (7) years experience as a peace officer, three (3) of which must have been at the Garden Grove Police Department.
4. All candidates will be required to complete a City interest form and file it with the Personnel Office prior to the closing date.
5. A written exam will be scheduled with at least a two (2) week advance notice to all candidates. The appropriate provisions will be made to allow on-duty candidates an opportunity to take the examination. This exam will carry a weight of twenty percent (20%) in determining the final score for placement on the eligibility list.
6. All candidates scoring seventy percent (70%) or higher on the written exam will be eligible to continue in the process. Once the Personnel Director certifies those who have passed the written exam, candidates will have seven (7) calendar days in which to submit a self-assessment report using a number of job related dimensions as identified by the Personnel Director. An In-house Review Panel consisting of five (5) sergeants and five (5) lieutenants will be convened to evaluate and score each candidate. The high score and the low score for each candidate will be thrown out and the remaining eight (8) scores will be averaged to form the promotional review score. This score will be weighted as forty percent (40%) of the final score.

All candidates must pass the In-house Review Panel with a score of seventy percent (70%) or higher. Those who pass both the written exam and the In-house Review Panel, will participate in a sergeant promotional assessment center. The assessment center will be weighted as forty percent (40%) of the final score for placement on the

eligibility list. All candidates must pass the assessment center with a score of seventy percent (70%) or higher. For candidates that pass all three phases in the promotional process, the cumulative score, weighted as described above, will determine final placement on the eligibility list.

7. An eligibility list ranking the candidates will be certified by the Personnel Services Director. The Police Chief shall have the right to select from any of the top four (4) eligible candidates on the list or from any of the eligible candidates on an eligibility list containing less than four (4) candidates. If the Police Chief does not make his selection in accordance with the procedures described above, he has the obligation to review with the candidate(s) who was passed over the reasons why he/she was not selected.
8. The list will remain in effect for a period of one (1) year, unless the Police Chief extends the list for up to one (1) year; or unless the list contains four (4) or less candidates, all of whom have been passed over and notified of the reasons therefor as provided in paragraph seven (7) above. However, should the list be exhausted prior to the one-year period, a new promotional list would be prepared based upon the procedure outlined herein.
9. If two (2) people achieve the same percentage score on the eligibility list, seniority with the department will determine the rank order of placement.

TRANSFER POLICY

This transfer procedure for Police Officer will apply to the following units:

Special Investigation Unit
Youth Services Unit
Investigation Unit
Motorcycle Officer
Accident Investigation

1. Qualifications

All officers applying must meet the two-year Department experience requirement. The two-year experience requirement begins the date the employee is sworn in as a full-time police officer. An officer may apply if he/she will meet the experience requirement within either three (3) months of the filing deadline or within one (1) year and three (3) months subsequent to the establishment of the previous list, whichever occurs later; however, such an individual is not eligible to be granted a transfer until the appropriate experience requirement is met.

2. Application Process

The Personnel Services Department will post the opportunity for transfer to the above units/positions at least 30 days prior to the test date. Officers meeting the qualifications for transfer will be required to submit an interest form with Personnel.

The Personnel Services Department will give each applicant written instructions, including the due date, on completing a self-assessment report based on job related dimensions as identified by the Police Chief or his designee.

3. Testing

For the purposes of transfers and testing, the following units shall each be considered as one unit: Youth Services and Investigation Unit; Motorcycle and Accident Investigator Unit; and Special Investigation Unit. Each unit will be tested separately as described below.

An In-house Review Panel consisting of one (1) lieutenant, preferably the division commander of the specialty unit being tested, and three (3) sergeants, preferably sergeants who have worked in or supervised officers in the units being tested, will be convened to evaluate and score each candidate based on the self-assessment reports. The In-house Review scores will count as sixty percent (60%) in determining the final score for placement on the eligibility lists. All candidates scoring seventy percent (70%) or higher on the In-house Review will be eligible to continue in the process. Those candidates who pass the In-house review will be invited to appear before the same panel, which will also serve as an oral board. The oral board will score each applicant. For all transfer tests, the scores of the oral board will be averaged and count forty percent (40%) in determining the final score for placement on the eligibility list. All candidates must pass the oral board with a score of seventy percent (70%) or higher to be placed on the eligibility list. For candidates that pass both phases of the transfer process, the cumulative score, weighted as described above, will determine final placement on the eligibility list.

4. Selection

If two (2) people achieve the same percentage score on the eligibility list, seniority with the Department will determine the rank order placement.

The Police Chief shall have the right to select from any of the top four (4) eligible candidates on the list or from any of the eligible candidates on an eligibility list containing less than four (4) candidates. If the Police Chief does not make his selection in accordance with the procedures described above, he has the obligation to review with the candidate(s) who was passed over, the reasons why he/she was not selected.

In the event there are not applicants qualified for the position, the Police Chief reserves the right to make the assignment. The assignment will be for a maximum one (1) year period or until a new eligibility list has been established.

The list will remain in effect for a period of one (1) year, unless the parties hereto mutually agree to a shorter duration, or unless the list contains four (4) or less candidates, all of whom have been passed over and notified of the reasons therefor. However, should the list be exhausted prior to the one-year period, a new transfer list would be prepared based upon the procedure outlined herein.

If an eligible candidate is offered a transfer and declines to accept the transfer, he/she remains on the eligibility list at the same position. If another vacancy occurs and the eligible candidate is offered a transfer and declines to accept the transfer, he/she shall drop to the bottom of the list.

5. Change in Specialty Assignment Unit

An individual who assumes a specialty assignment, other than a six (6) month rotational assignment, shall not be eligible to transfer to another specialty assignment for two (2) years from the date of appointment of the previous specialty assignment. During the second year, however, an individual may test for placement on a specialty assignment eligibility list, but may not be appointed to such a position until the completion of the two (2) year period and unless the position becomes open after the expiration of such two (2) year period.

6. Intra Unit Transfer

The Youth Services Unit and Investigation Unit shall be considered as one unit. Motors (including Accident Investigator) and Special Investigation shall each be considered as two separate units. These units will be tested for separately and have separate eligibility lists.

No employee will be allowed to transfer among the three (3) separate units without following this transfer procedure.

It is permissible for investigators assigned to Youth Services or Investigation, and Motorcycle or Accident Investigators, to change assignments within these separate units without further testing.

7. Intelligence Unit

The position of Intelligence Officer is exempt from this transfer procedure. However, once an individual wishes to leave the position of Intelligence Officer for another

specialty assignment, that individual must be certified through this transfer procedure as eligible on the appropriate specialty assignment eligibility.

ADVISORY SAFETY COMMITTEEAUTHORITY

The Advisory Safety Committee is granted only that authority as delegated by the Police Chief to assist his office in administrative duties. Nothing in this section shall be interpreted to abridge the authority of the Police Chief to take whatever action is necessary to maintain the integrity, discipline and good order of the Department.

STANDING BOARD OF INQUIRY

Purpose. To provide a fair and impartial method of resolving responsibility for any incident involving damage to, or loss of, police property, or injury to department personnel, an Advisory Safety Committee shall sit to make determinations regarding the responsibility, if any, for the damage, loss or injury.

Board Membership. The Advisory Safety Committee shall consist of three (3) members, all to be City employees - one (1) to be chosen by City Personnel Department, one (1) chosen by the Police Chief and one (1) chosen by the Garden Grove Police Association.

Any member involved in an Advisory Safety Committee Review shall have the right to request disqualification of any member of the appointed Board, provided he has just cause to do so. Request and justification for disqualification must be presented to the appointing authority prior to the date set for the Board to convene.

If a member of the Advisory Safety Committee is involved in any incident, he shall be temporarily replaced for the matter under consideration and a substitute shall be appointed to serve on the Board in the classification he represents.

Type of Incidents Referred to the Standing Board of Inquiry for Action. The Standing Board of Inquiry shall investigate all incidents involving damaged or lost Department property, any industrial accident which results in a disabling injury causing loss of work, an industrial injury which necessitates extended light duty for the employee, or any accident deemed serious by the Department or division head.

Board Authority and Responsibilities. The Board shall convene as soon as possible after an incident to consider all evidence, reports, and statements presented. The Board shall have full authority to review the circumstances surrounding each incident referred to them and to interview the necessary witnesses and personnel involved.

No consideration shall be given to the personalities of the principals involved in determining responsibility for any incident into which inquiry is being made.

Board Findings and Recommendations. After gathering and evaluating relevant facts and circumstances, the Board shall prepare a detailed written report of the results of the investigation along with their determination as to responsibility for the incident. The Board shall forward the report to the principal's Bureau Commander for his/her review. He/she shall then route the report to the Police Chief.

EDUCATION INCENTIVE PROGRAM1. EDUCATIONAL INCENTIVE

Effective March 11, 2000, this program is available only to Police Officers or Police Sergeants.

a. Qualification:

- (1) Unit employees appointed as Police Officers or Police Sergeants who possess an Associate of Arts (Science) degree from an accredited college shall be eligible to receive and thereafter maintain a two and one-half percent (2.5%) bonus above base salary each month.
- (2) Unit employees appointed as Police Officers or Police Sergeants who possess a Bachelors of Arts (Science) degree from an accredited university or college OR a POST Intermediate Certificate shall be eligible to receive and thereafter maintain a five percent (5%) bonus above base salary each month.
- (3) Unit employees appointed as Police Officers and Police Sergeants who possess a Bachelors of Arts (Science) degree from an accredited university or college AND a POST Intermediate Certificate shall be eligible to receive and thereafter maintain a seven and one-half percent (7.5%) bonus above base salary each month.
- (4) Unit employees appointed as Police Officers and Police Sergeants who possess ninety (90) semester or equivalent approved units, which must be accepted by a four (4) year accredited university or college toward a Bachelor's Degree AND a POST Intermediate Certificate, shall be eligible to receive and thereafter maintain a seven and one-half percent (7.5%) bonus above base salary each month. At least twenty (20) of the ninety (90) qualifying units must be in police career related field.
- (5) Unit employees appointed as Police Officers and Police Sergeants who possess a POST Advanced Certificate shall be eligible to receive and thereafter maintain a ten percent (10%) bonus above base salary each month.

2. ADDITIONAL EDUCATION INCENTIVE PAY - PATROL ASSIGNMENT

Service of the applicable time in one of the following specialty units or position assignments only shall qualify Police Officers, when assigned to Patrol, for the additional 2-1/2% (or \$75 per month if flat-rated) education incentive pay as described below:

Specialty Assignment Eligibility

Collision Investigator
Detective
Motorcycle Officer
Special Investigations Investigator
Youth Services Investigator
Former Burglary Suppression Unit
Former Crime Scene Investigator

D.A.R.E. Officer
Intelligence Officer
K-9 Officer
Gang Suppression Unit
Investigator Assigned to Gang
Suppression Unit

Assignment to the following positions or units does not qualify an individual for the additional education incentive pay.

TRAP
Buena Clinton
Asian Services
Desk Officer

Any other current or future special units or assignments, whether listed or not, do not qualify an employee for the additional education incentive pay.

a. Qualification

- (1) Police Officers who are receiving a 10% bonus for an Advanced POST Certificate are eligible instead to receive an increase in such bonus to 12.5% under the conditions listed below.

b. Conditions

- (1) Completion of Specialty Assignment - A Police Officer who has completed two (2) consecutive years of work in a Specialty Assignment or Specialty Unit and is subsequently re-assigned to Patrol is eligible for the bonus increase and thereafter maintains such bonus.
- (2) Non-Completion of Specialty Assignment - If a Police Officer fails to complete two (2) consecutive years in such Specialty Assignment or Specialty Unit for any reason, and is thereafter assigned to Patrol, such employee shall not be eligible for the 12.5% bonus provided in this exhibit.

3. APPLICATION

- a. Forms for application of qualification, continuation of qualification, requalification, and conversion to flat-rate bonus shall be provided by the Personnel Office and must be completed by the employee, approved by the department, and submitted to the Personnel Office with proof of qualification.
- b. The date for the initial qualification of the appropriate incentive bonus pay shall be the date which proof of the possession of the required degree and/or units and/or Department approval of a POST Certificate application is submitted to the Personnel Office. Compensation of the appropriate bonus pay shall begin at the beginning of the pay period in which proof of qualification is submitted. A copy of a college degree, a copy of college transcripts, and/or a copy of the appropriate POST Certificate application, as approved by the Department, shall serve as proof of qualification. In the event the Commission for Peace Officers Standards and Training does not award the qualifying certificate, the Police Department must immediately notify the Personnel Office to schedule the repayment of the bonus pay by the employee.

4. DEFINITIONS

- a. All units referred to in this Exhibit must have been satisfactorily completed with a grade of "C" or better or "credit" if no grade is given.
- b. College degrees and any units must be completed on the employee's off-duty time and at his/her own expense. Units qualify if they meet the following guidelines: (1) units are directly related to the employee's position, as determined by the Department; or, (2) are transferable units toward a college degree in Police Science, Criminal Justice, Police Administration, Psychology, Sociology, Law, Public Administration, or Business Administration from an accredited college or university.
- c. All universities or colleges referred to in this Exhibit must be accredited by the "Western Association of Schools and Colleges."
- d. None of the bonuses referred to in this Exhibit are cumulative and an employee is eligible to receive no more than one bonus at any time.

TUITION REIMBURSEMENT PROGRAM

TUITION REIMBURSEMENT PROGRAM

1. ELIGIBILITY

All regularly appointed full time employees who have passed their initial probationary period are eligible to receive tuition reimbursement. Course 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 the Western Association of Schools and Colleges. Credits given for non-classroom assignments such as life experiences, military training, and professional training are not reimbursable. 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-approved 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 Police Chief and the Personnel Department before commencement of the class.

3. REIMBURSABLE EXPENSES

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

Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the California State University system with a maximum of \$1,600 per fiscal year for courses taken during that particular fiscal year. The difference between the City's maximum reimbursement during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.

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

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

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

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

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

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

POLICE ASSOCIATION/CITY
MEMORANDUM OF UNDERSTANDING

2003-06

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