

# **Memorandum of Understanding**

Between the Orange County Employee's Association, Garden  
Grove Employee's League and the City of Garden Grove

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**July 1, 2019 - June 30, 2022**



# Garden Grove League Contract

## July 1, 2019 – June 30, 2022

**Steven R. Jones, Mayor**

**Stephanie Klopfenstein, Mayor Pro Tem, Dist. 5**  
**George S. Brietigam III, District 1**  
**Patrick Phat Bui, District 4**

**Thu-Ha Nguyen, District 3**  
**John R. O'Neill, District 2**  
**Kim B. Nguyen, District 6**

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**Scott C. Stiles, City Manager**  
**Laura J. Stover, Human Resources Director**

### CITY NEGOTIATING TEAM

**Jany H. Lee, SPOKESPERSON**  
*Human Resources Manager*  
**Rhonda Kawell**  
*Payroll Supervisor*  
**Ed Leiva**  
*Police Captain*  
**Phil Carter**  
*Division Manager*  
**David Dent**  
*Building Official*

### UNION NEGOTIATING TEAM

**Aaron Peardon, SPOKESPERSON**  
*Sr. Labor Relations Representative, OCEA*  
**Frank De La Rosa**  
*President*  
**David Ortega**  
*League Vice President*  
**Victor Blas**  
*Treasurer*  
**Michael Rocha**  
*Secretary*  
**Danielle Chau**  
*Labor Relations Representative, OCEA*

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9561-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE MEMORANDUM OF UNDERSTANDING ON SALARIES, WAGES, AND FRINGE BENEFITS FOR THE TERM 2019-2022 BY AND BETWEEN THE ORANGE COUNTY EMPLOYEE'S ASSOCIATION, GARDEN GROVE EMPLOYEE'S LEAGUE AND THE CITY OF GARDEN GROVE

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

1. That the Memorandum of Understanding on Salaries, Wages, and Fringe Benefits 2019-2022, by and between The Orange County Employee's Association, Garden Grove Employee's League and the City of Garden Grove, and signed by the President on behalf of The Orange County Employee's Association, Garden Grove Employee's League, and the Human Resources Director on behalf of the City of Garden Grove, is hereby approved.
2. That the City Manager is authorized to approve language revisions to the Memorandum of Understanding that does not affect compensation or cause financial impacts to the City.
3. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

Adopted this 11<sup>th</sup> day of June 2019.

ATTEST:

/s/ STEVEN R. JONES  
MAYOR

/s/ TERESA POMEROY, CMC  
CITY CLERK

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

I, TERESA POMEROY, 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 June 11, 2019, by the following vote:

AYES:	COUNCIL MEMBERS:	(7)	BRIETIGAM, O'NEILL, NGUYEN T., BUI KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

/s/ TERESA POMEROY, CMC  
CITY CLERK

CITY OF GARDEN GROVE  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE CALIFORNIA MEYERS-MILIAS-BROWN ACT  
BY AND BETWEEN  
THE GARDEN GROVE EMPLOYEE'S LEAGUE CHAPTER  
OF THE ORANGE COUNTY EMPLOYEES ASSOCIATION  
AND  
THE CITY OF GARDEN GROVE  
2019-2022

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

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

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

The parties agree that the provisions contained herein shall be subject to all applicable laws and cover the period from July 1, 2019 – June 30, 2022.

LEAGUE/CITY  
MEMORANDUM OF UNDERSTANDING

2019-2022

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## ARTICLE I

### RECOGNITION AND RIGHTS

#### 1. RECOGNITION

For the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment, the City recognizes the League Chapter of OCEA as exclusive representative of all employees in the representative bargaining unit described in Exhibit "A," for the duration of this Agreement.

#### 2. STEWARDS

##### a. Functions and Responsibilities of Stewards

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

- (1) To represent to a supervisor, a request for a grievance which the steward has been requested by any employee, or group of employees, to present to such a supervisor.
- (2) Investigate any request for adjustment of grievances in the steward's division, and present such request for adjustment to the supervisor of the employee who initiated the grievance request.
- (3) Attend meetings with Management when the steward's presence is necessary to present the grievance for adjustment.

##### b. Steward Appointments

- (1) The League may be represented by one Shop Steward in each division of the following areas: Water Operations, Street Division, Parks Division, Vehicle Maintenance Division, and the Building Maintenance Division.
- (2) Three additional stewards will be recognized by the City to be used in a trainee capacity or to substitute for full-time stewards. The League agrees that only one steward may represent an employee at one time.
- (3) Stewards shall be selected in such a manner as the League may determine.
- (4) The League shall notify the employer in writing of the names of all stewards who are authorized to represent the employees in the bargaining unit.

c. Job Safety by Steward

No steward shall leave his job or area of assignment while his presence is necessary for the safe and effective operation of his job, the determination to be made by the steward's immediate supervisor or department director.

d. Reporting

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

e. Management Responsibility

When the presence of a steward is desired by an employee, or group of employees, for the presentation and/or adjustment of a grievance and/or dispute, the employee or group of employees shall make a request to their immediate supervisor. The supervisor shall arrange for a steward to be present as soon as possible, consistent with safe and efficient operating requirements.

f. Notification of Other Supervisors

Prior to entering any area in the fulfillment of their duties set forth herein, the steward shall notify the supervisor of that area of his presence and the reason for his business in that area.

g. Discrimination

- (1) The employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties and responsibilities provided in the Memorandum of Understanding.
- (2) The League understands and agrees that each steward is employed to perform full-time work for the employer and that each steward will not leave his work location during working hours, unless he gains permission from his immediate supervisor.
- (3) The League and the employer agree hereto that each will cooperate with the other and reduce to a minimum the actual time spent by stewards in the performance of their duties under this Memorandum of Understanding.
- (4) One of the five stewards of the bargaining unit shall be the Chief Steward and, as such, may assist the stewards in the adjustment of grievances.

3. EMPLOYEE RIGHTS

The League agrees with the objective of achieving the highest standards of employee performance and service consistent with safety, good health and a sustained effort. To this end, the League and employer will use their best efforts to effectuate these objectives.

#### 4. PEACEFUL PERFORMANCE

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

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

#### 5. MANAGEMENT FUNCTIONS

All Management rights and functions except those which are clearly and expressly limited in this Memorandum of Understanding shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- a. Manage the City.
- b. Schedule working hours.
- c. Establish, modify or change work schedules or standards.
- d. Institute changes in procedures.
- e. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
- f. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
- g. Determine services to be rendered.
- h. Determine the layout of buildings and equipment and materials to be used therein.
- i. Determine processes, techniques, methods, and means of performing work.
- j. Determine the size, character and use of inventories.
- k. Determine financial policy including accounting procedure.
- l. Determine the administrative organization of the system.
- m. Determine selection, promotion, or transfer of employees.
- n. Determine the size and characteristics of the work force.
- o. Determine the allocation and assignment of work to employees.
- p. Determine policy affecting the selection of new employees.
- q. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.



- r. Determine administration of discipline.
- s. Determine control and use of City property, materials, and equipment.
- t. Schedule work periods and determine the number and duration of work periods.
- u. Establish, modify, eliminate or enforce rules and regulations.
- v. Place work with outside firms.
- w. Determine the kinds and numbers of personnel necessary.
- x. Determine the methods and means by which such operations are to be conducted.
- y. Require employees, where necessary, to take in-service training courses during working hours.
- z. Determine duties to be included in any job classification.
- aa. Determine the necessity of overtime and the amount of overtime required.
- bb. Take any necessary action to carry out the mission of the City in cases of any emergency.
- cc. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

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

#### 6. CONSULTATION

The employer shall consult with their employees concerning their work with the purpose of assisting each employee to overcome any difficulties or otherwise improve their work or their working conditions.

#### 7. PAYROLL DEDUCTIONS

- a. Membership dues of League members in this Representation Unit and insurance premiums for such League sponsored insurance programs shall be deducted by the City from the pay warrants of such members. The City shall promptly transmit the dues and insurance premiums so deducted to League. There shall be only one League deduction per pay period.
- b. The League shall notify the City, in writing, as to the amount of dues uniformly required of all members of the League and also the amount of insurance premiums required of employees who choose to participate in such programs. Once per fiscal year, the City will, upon written request of the League, change the amount of the League deduction for the purposes of any change in League dues. Any other changes in the League dues deduction amount shall be made only upon written request of the employee via the City-authorized payroll deduction card.
- c. Whenever the League notifies the City that there has been a change in the amount required to be deducted for membership dues, the League shall provide certification that the dues paying members of the unit have been notified of such change.

- d. The City assumes no responsibility for keeping itemized records of deductions. The League agrees to hold the City harmless and indemnify the City in any litigation arising out of conformance to this Section.
- e. On October 1 of each year, the City shall provide the League with a listing of all current employees in this Unit. Such list shall include employee name, job classification and department.
- f. The City, upon the request of the League, will provide a quarterly listing of all new employees hired into classifications represented by this unit. The League will provide general information, including copies of this MOU, to the City for inclusion in new employee orientation information packets.

#### 8. BULLETIN BOARDS

The City agrees to provide a bulletin board in the employees' lunch room at the Municipal Service Center, one in the hallway outside the locker room at the Municipal Service Center, and one in the custodian's room at City Hall.

The bulletin boards shall be used for the following:

- a. recreational, social and related League bulletins;
- b. scheduled League meetings;
- c. reports of official business of the League;
- d. classified ads and personal announcements of League members; and
- e. any other written material which has been approved and initialed by the City.

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

#### 9. LEAGUE LEAVE WITH PAY

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

#### 10. LEAGUE LEAVE WITHOUT PAY

A request for leave without pay for League purposes shall be treated as leave for personal reasons.

#### 11. JOB DESCRIPTIONS

The employer shall maintain job descriptions setting forth job duties in each classification within the bargaining unit represented by the League. A copy of each job description shall be available to the League. The duties of each classification shall be descriptive of the work performed in that classification.

## 12. DISCRIMINATION

The employer shall not discriminate against any employee because of membership in the League or activities related thereto, or against race, creed, color, national origin, religious beliefs, political affiliation, sex, age, marital status, or handicap.

The League shall not discriminate against any employee because of his refusal to join the League, or become involved in the lawful activities related thereto, or against race, creed, color, national origin, religious belief, political affiliation, sex, age, marital status, or handicap.

## 13. TEMPORARY EMPLOYEES

By way of clarification, temporary employees in classifications represented by this unit are not eligible for the fringe benefits, paid leave policies, or bonus pay programs (e.g., tuition reimbursement, etc.) that are available under this Memorandum of Understanding.

## 14. CONTENTS OF PERSONNEL FILE

- a. Adverse statements shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- b. An employee shall have the right to copy the pertinent parts of his official personnel file in any case where the employee disputes some issue related to performance or is contesting disciplinary action.
- c. An employee shall have the right to respond in writing to any information contained in his official personnel file, such reply to become a permanent part of such employee's official personnel file.
- d. The employee and/or his representatives, with written authorization from the employee shall have access to the employee's personnel file upon proper request.

## ARTICLE II

### SALARY AND COMPENSATION

#### 1. WAGES

Effective in the pay period following July 1, 2019, all members of the bargaining unit shall receive a two and one-half percent (2.5%) increase to base salary.

Effective in the pay period following July 1, 2019, Step H on the salary schedule shall be five percent (5%) higher than Step G.

Effective in the pay period following July 1, 2020, all members of the bargaining unit shall receive a two and one-half percent (2.5%) increase to base salary.

Effective in the pay period following July 1, 2021, Step I (a five percent (5%) step) on the salary schedule is created. All members of the Association who, on July 1, 2021, are at Step H for at least one year, will move to Step I effective on the first day of the pay period following July 1, 2021. All members of the bargaining unit who, on July 1, 2021 have not been at Step H for at least one year, will be eligible to move to Step I on the first day of the pay period in which their next anniversary date occurs.

#### 2. SALARY INCREASES

##### a. Salary Step Increases

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

In the event of a postponement, the effective date of the step increase will be the first day of the pay period in which the increase is authorized.

##### b. Salary Increase Upon Promotion

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

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

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

#### 3. LEAD PERSON PAY

Lead person pay shall be paid at five percent (5%) above base salary when assigned such duties by the department director, excluding employees in the classification of Heavy Equipment Operator.

To the extent permitted by law, Lead Person Pay will be reported to CalPERS as special

compensation per Title 2 California Code of Regulations section 571(a)(4) and 571.1(b)(3) as Lead Worker/Supervisor Premium.

4. TEMPORARY UPGRADE PAY

Temporary Upgrade Pay of five-percent (5%) above base salary may be paid to employees who are required to work in an upgraded position or classification for a limited duration.

To the extent permitted by law, Temporary Upgrade Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(3) for "Classic" members as Temporary Upgrade Pay.

5. ASSIGNMENT PAY - CHEMICAL APPLICATION

Park Maintenance Worker(s) and/or Senior Park Maintenance Worker(s) regularly assigned by the department director to perform chemical application functions (other than application of chemicals with a manual sprayer) shall be paid an additional three percent (3%) of base salary while assigned to perform such functions. In the event that an employee is filling in for the employee(s) regularly assigned to such functions, the employee filling in will be eligible to receive such premium pay only under the criteria and limitations set forth in Section 12 of this Article (Acting Pay).

To the extent permitted by law, Chemical Application Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(2) and 571.1(b)(2) as Applicator's Differential.

An additional two percent (2%) of base salary shall be paid to the regularly assigned position(s) referred to above for obtaining a Pest Control Advisor license.

6. ASSIGNMENT PAY - CONCRETE FINISHING

Senior Street Maintenance Worker(s), assigned by the department director to perform concrete finishing functions, shall be paid an additional three percent (3%) of base salary while assigned to perform such functions.

To the extent permitted by law, Concrete Finishing Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(4) and 571.1(b)(3) as Cement Finisher Premium.

7. ASSIGNMENT PAY - HEAVY EQUIPMENT

Any day that an employee is assigned as the primary operator to operate the road grader, the articulating front loader, the backhoe or the flailmower, or is assigned to and operates this equipment for more than one hour per day, he will be paid the daily rate for the Heavy Equipment Operator classification at the step level to which he is assigned to in his regular position. (Example: If assigned to Step D of Senior Street Maintenance Worker, employee shall receive a daily wage at Step D of Heavy Equipment Operator.) In the event the employee is assigned to work in the classification of Heavy Equipment Operator on an acting basis, the employee will receive compensation under the criteria specified in Section 12 (Acting Pay) of this Article. The Senior Water Service Worker classification is not eligible for this assignment pay.

To the extent permitted by law, Heavy Equipment Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(4) and 571.1(b)(3) as Heavy/Special Equipment Operator.

8. ASSIGNMENT PAY - IRRIGATION REPAIR & MAINTENANCE

Park Maintenance Worker(s) and/or Senior Park Maintenance Worker(s) regularly assigned by the department director to perform irrigation repair and maintenance functions on a Citywide basis shall be paid an additional five percent (5%) of base salary while assigned to perform such functions.

To the extent permitted by law, Irrigation Repair & Maintenance Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(4) and 571.1(b)(3) as Sprinkler and Backflow Premium.

9. ASSIGNMENT PAY - TREE TRIMMER

Street Maintenance Worker(s) regularly assigned by the department director to perform tree trimming functions shall be paid an additional five percent (5%) of base salary while assigned to perform such functions.

Senior Street Maintenance Worker(s) regularly assigned by the department director to perform tree trimming functions shall be paid an additional six percent (6%) of base salary while assigned to perform such functions.

To the extent permitted by law, Tree Trimmer Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(4) and 571.1(b)(3) as Tree Crew Premium.

10. ASSIGNMENT PAY - STORM DRAIN MAINTENANCE

Employees who have been designated as "authorized entrants" under the City's Permit-Required Confined Space Entry Program and assigned to work in a "Permit-Required Confined Space" as defined by Cal-OSHA shall be paid an additional five percent (5%) of base salary any day they are required to perform "entrant" duties within a permit-required designated confined space (as identified in the written program).

11. ASSIGNMENT PAY - EFFECT OF ABSENCES

During an absence from duty for a period in excess of 30 calendar days, excluding vacations, an employee receiving assignment pay or lead person pay shall not be entitled to such compensation. This reduction in pay shall be implemented in the first full pay period following such absence and shall be reinstated upon the employee's return to his former position.

12. ACTING PAY

Whenever an employee is assigned by the department director to fulfill, in an acting capacity, the full responsibilities of a vacant position within the unit that is a higher level than the employee's present position, he shall be compensated in accordance with Municipal Code Section 244.230, as clarified in Section 2(c) of this Article.

The department director shall not be required to begin acting pay compensation for those assignments of ten (10) working days or less.

For the purpose of this section, a "vacant position" shall mean those positions unfilled due to resignation, termination, long-term illness, long-term injury leave or long term leave of absence without pay only.

At the sole discretion of the department director, acting pay may be applied to positions, which are unfilled due to other circumstances, including but not limited to jury duty and military leave.

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

To the extent permitted by law, Acting Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(3) for "Classic" members as Temporary Upgrade Pay.

13. TUITION REIMBURSEMENT

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

14. BILINGUAL PAY

The City will pay eighty-five dollars (\$85) per pay period to a designated bilingual employee required to utilize his full-range of bilingual abilities (Vietnamese, Korean, Spanish and/or any other language designated by the City Manager) on City business. Determination of capability shall be made by qualifying tests established by the City of reading, writing and speaking ability in the given language. An employee so designated by the City shall be required to translate at any time. An employee may cease to be in a designated position as a result of transfer, promotion, or other reassignment.

The City will pay sixty-five dollars (\$65) each pay period to a designated bilingual employee required to utilize his verbal-only bilingual abilities (Vietnamese, Korean, Spanish and/or any other language designated by the City Manager) on City business. Determination of capability shall be made by qualifying tests established by the City of speaking ability in the given language. An employee so designated by the City shall be required to translate at any time. An employee may cease to be in a designated position as a result of transfer, promotion, or other reassignment.

To the extent permitted by law, Bilingual Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(4) and 571.1(b)(3) for Bilingual Premium.

15. COMPENSATION STUDY REQUESTS

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

16. RECLASSIFICATION REQUESTS

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



ARTICLE III  
FRINGE BENEFITS

1. RETIREMENT PLAN

a. Retirement Formula

- (1) Unit members who are regard as "classic members" by the Public Employees' Pension Reform Act of 2013 (PEPRA) are covered by the 2.5% @ 55 formula (Government Code section 21354.4). "Classic member" is generally any member hired before December 31, 2012 as well as any member hired after January 1, 2013 who is a lateral hire from another PERS agency, public agency with reciprocity or a member who has had less than a six month break in service from his/her previous public agency employment.
- (2) Unit members hired on or after January 1, 2013 who are defined as "new members" under the PEPRA, are covered by the 2% @ 62 formula (Government Code section 7522.20).

b. Employee Contributions to the Retirement System

- (1) Employees subject to the 2.5%@55 Formula

These employees shall contribute eight percent (8%) as an employee retirement contribution.

- (2) Employees subject to the 2%@62

Per the PEPRA and Government Code section 20516.5 these employees shall contribute the statutorily mandated employee contribution rate as determined by CalPERS for the City. The City will receive the normal cost rate from CalPERS in its annual valuation report which will also include the rate (which is in quarter of a percent increments) at which new members will be charged for their employee/member contribution.

- c. The City has adopted the CalPERS resolution in accordance with and as permitted by IRS Code section 414(h)(2) to ensure that the employees' payment (i.e., "pick-up" as that term is used in section 414(h)(2)) of their employee contribution is made on a pre-tax basis.

- d. The City currently contracts with PERS for the following benefits to the miscellaneous retirement plan.

- (1) Section 21354.4 (2.5% at 55 Full formula for local miscellaneous members).
- (2) Section 20042 (Highest Year).
- (3) Section 20965 (Credit for Unused Sick Leave).
- (4) Section 21329 (2% Annual Cost-Of-Living Allowance Increase).

- e. Pursuant to the Public Employees' Pension Reform Act of 2013 (PEPRA) and notwithstanding any provision of any other City Council Resolution or Memorandum of Understanding (MOU) between the City and Orange County Employees' Association League, any new member employee, as defined by PEPRA, who is hired on or after January 1, 2013, shall be subject to the following retirement benefits:

For Non-Safety Employees

Government Code Section 7522.20 (2% @ 62 retirement formula).

Government Code Section 20037 (final compensation rate used to calculate pension benefit is average of member's highest annual pensionable compensation over a consecutive 36 month period).

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 monthly PERS statutory minimum toward the payment of premiums for health insurance under the PERS Health Insurance program.

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

3. CAFETERIA PLAN

- a. The City shall make a monthly fringe benefit contribution 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, vision, supplemental LTD plans and cash.
- b. Health Care or Dependent Care: Employees may deduct monies on an annual basis into a medical reimbursement account or a childcare account up to the maximum permitted by law.
- c. All employees must enroll in one of the PERS health program plans unless they both: (1) submit 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. Employees who wish to opt out of medical coverage by the City must provide proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- d. An employee who selects the option of not enrolling ("Waiver of Coverage") in one of the PERS health program plans and who meets the conditions outlined in (3c) above shall receive a \$205.00 per month (\$355.00 effective July 1, 2020, \$455.00 effective July 1, 2021) in cash paid out each pay period.

- e. **Affordable Care Act:** The parties agree that either party may reopen negotiations during the term of this MOU to consider the impact of the Affordable Care Act on the City, the Association and the employees it is recognized to represent. This reopener is limited to the impact of the Act and nothing else. The parties agree that neither side will be required to negotiate on any other topic, including, but not limited to compensation and benefits. No changes will be made without a mutual agreement of the parties.

4. CITY FRINGE BENEFIT CONTRIBUTION

Effective July 1, 2015, the City will no longer use a Fringe Benefit Formula but rather flat rate contributions towards the City's cafeteria benefits.

a. **FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JULY 1, 2020:**

Employee only	\$805 per month
Employee plus 1	\$1270 per month
Employee plus 2 or more	\$1550 per month
Waiver of Coverage	\$355 per month

b. **FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JULY 1, 2021:**

Employee only	\$905 per month
Employee plus 1	\$1370 per month
Employee plus 2 or more	\$1650 per month
Waiver of Coverage	\$455 per month

5. LIFE INSURANCE

The City will provide term life insurance benefits equal to the individual's annual salary rounded to the next \$1,000. Additional life insurance of up to five times annual salary (\$500,000 maximum) may be purchased by employees at their own expense. Coverage on employee(s) dependents is also available for purchase.

6. LONG-TERM DISABILITY

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

7. MILEAGE REIMBURSEMENT

When an employee is authorized to use their private vehicle, the City agrees to guarantee a minimum of one dollar (\$1.00) per round trip when an employee represented by the League uses his private vehicle to perform call-back duty functions. After the first four miles, the employee will be compensated at the rate equaling the allowable IRS reimbursement rate and will not be reported as taxable income. Should the IRS reimbursement rate be adjusted, the new IRS rate will go into effect only after the City has received official notification of the new IRS rates.

8. REQUIRED CERTIFICATIONS

The City shall reimburse the employee for the cost of obtaining and/or renewing certificates or licenses required by the City during the period the employee is employed by the City. This reimbursement shall only be paid for test(s) which are passed and for which a certificate is either issued or renewed. Any required driver's license, however, is specifically excluded from this section.

9. DRIVER'S LICENSE

The City will reimburse to the employee the difference between the cost of a commercial driver's license (Class A, B or C) and the cost of a non-commercial Class C driver's license when required by the department director to obtain and/or maintain such commercial license.

10. CONTINUATION OF FRINGE BENEFITS

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

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

## ARTICLE IV

### WORK SCHEDULES AND OVERTIME

#### 1. WORK WEEK

Employees shall be scheduled on the basis of a "9/80" work schedule. The regular work schedule for employees assigned to the 9/80 shall be eight (8) nine (9) hour work days and one (1) eight (8) hour work day in each bi-weekly pay period. A work period of seven consecutive calendar days shall be assigned to each employee. An employee will be scheduled to work a regular work schedule of forty hours in each work period. For all employees working a 9/80 work schedule, their work week shall begin exactly four hours into their eight hour shift on the day of the week which alternates with their regular day off.

#### 2. LUNCH BREAKS AND REST PERIODS

##### a. Lunch Breaks

Employees shall be allowed a thirty-minute lunch break near the middle of the work shift. Such lunch breaks shall not be considered hours worked. The supervisor may require an employee to work through his lunch period. If the thirty minutes has not been taken as time off, by mutual agreement between the employee and supervisor, before the end of the week, the time shall be paid or banked in accordance with the City's overtime policy.

##### b. Rest Periods

Employees shall be allowed one rest period of ten minutes for every four consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the department, and shall be considered hours worked. At the discretion of the department director two rest periods may be combined and taken together.

#### 3. OVERTIME

- a. All work performed in excess of 40 hours per week will be paid at one and one-half times the regular hourly rate or compensation time accrued at one and one-half times.
- b. At the discretion of the department director, employee may be allowed to accrue at the overtime rate, up to a maximum of two hundred (200) hours of compensatory time in lieu of cash payment in any one calendar year. Should the accrual exceed 200 hours at any time, the excess will be paid in cash during the payroll period in which it is accrued. At the end of each calendar year, any hours in excess of fifty (50) will be paid out in cash on the last payday in December.
- c. Any "In lieu" holiday hours shall be in excess of this limit. The scheduling of compensatory time off shall be at the discretion of the department director or his designee.
- d. Employees may "cash out" accrued comp time anytime during the year.

4. CALL BACK

Call-back opportunities shall be made available to qualified full-time employees on a rotating basis provided, however, that an employee who on two (2) consecutive occasions declines a call back, shall be taken off the primary call back list for a period of six (6) months and shall be returned to that list only if such employee so requests, in writing, following such six (6) month period. When sufficient full-time employees are not available, or not willing, to perform call back work, call back opportunities may be offered to part-time employees.

Off-duty employees recalled to work shall receive a minimum of two (2) hours of overtime, but shall not receive more than two (2) hours of overtime pay per any two (2) hour period.

5. STANDBY

An employee may be assigned to be on standby from Wednesday afternoon to the following Wednesday morning. During the week which Fridays are scheduled off (due to the 9/80 schedule), the employee scheduled to work standby commencing on that Wednesday, will have their work schedule adjusted to accommodate the forty (40) hour work week.

For being on standby, an employee is paid a total of four (4) hours of straight time for the five (5) work days and eight (8) hours on each day of the weekend. If a holiday occurs during the standby period, an employee shall receive eight (8) hours of straight time instead of one (1) hour for that day.

6. STANDBY - CHLORINE GAS RESPONSE TEAM

An employee assigned to standby for the Chlorine Gas Response Team from Wednesday afternoon to the following Wednesday morning shall be paid a total of one (1) hour for each regular work day and eight (8) hours for each day of the weekend (Saturday and Sunday). This will total twenty-one (21) hours of standby pay for a regular week of standby. Employees assigned to standby for the shortened work week will receive one (1) hour for each regular work day and eight (8) hours for each weekend day (Saturday, Sunday and the off-Friday). This will total twenty-eight (28) hours for the shortened week of standby. All employees on the Chlorine Gas Response Team standby will work the same 9/80 schedule as other water employees not assigned to any other standby schedule.

7. SCHEDULED SHIFT CHANGES

The City agrees to give five (5) working days' notice on scheduled shift changes whenever practical, but in no event will the City give less than three (3) working days' notice; unless shorter notice is agreed upon by the employee. This provision does not apply in regard to the City's need to staff the "minimal service crews" needed to work on the Friday off day of the 9/80 work week.

8. WORK DAYS - CHRISTMAS TO NEW YEARS

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

9. WORK SCHEDULES DETERMINATION

Notwithstanding any other provision in this MOU, the City reserves the exclusive right to determine unilaterally, such issues relating to work schedules and alternative work schedules (e.g., 9/80 Plans, and Christmas/New Year's work week) as start times, scheduling and assignments to such schedules.

10. ABSENCE FROM WORK

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

11. SMALL SPILLS TEAM CALL-BACK

Employees who are listed on the Small Spills Team who are called out by the Police or Fire departments for response to small spills will be paid a minimum of three (3) hours of compensation at time and one-half for any one incident (but shall not receive more than three (3) hours of overtime pay per any three (3) hour period).

ARTICLE V

LEAVE POLICY

1. VACATION LEAVE

a. Accrual

Employees shall accrue vacation as follows:

80 hours upon completion of one (1) year of full time service.

120 hours (ten (10) hours per month) for employees who have completed one (1) year of service through completion of nine (9) years of service – with a maximum vacation accrual of 240 hours.

144 hours (twelve (12) hours per month) for employees who have completed nine (9) years of service through completion of fourteen (14) years of service – with a maximum vacation accrual of 288 hours.

168 hours (fourteen (14) hours per month) for employees who have completed fourteen (14) years of service through completion of nineteen (19) years of service – with a maximum vacation accrual of 366 hours.

207 hours (seventeen and one-quarter (17.25) hours per month) for employees who have completed nineteen (19) years of service through completion of twenty-four (24) years of service – with a maximum vacation accrual of 414 hours.

246 hours (twenty and one-half (20.5) hours per month) for employees who have completed twenty-four (24) years of service – with a maximum vacation accrual of 492 hours.

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 department listing these reasons. The department director and City Manager shall review and may grant such request if it is in the best interest of the City. The excess of the limit shall be determined by the department director and the City Manager.

b. Vacation Scheduling

Vacation shall be scheduled by the department director or his designee with consideration given to the written request(s) of those employees requesting specific vacation period(s). Whenever practicable, all requests for vacation leave of eighty (80) hours or more in duration shall be submitted for approval fourteen (14) calendar days in advance. For vacation leave of forty (40) hours up to eighty (80) hours in duration, a request must be submitted, whenever practicable, five (5) calendar days in advance. Vacation leave requests for less than forty (40) hours must be submitted, whenever practicable, no less than forty-eight (48) hours in advance.



c. Effects of Holiday on Vacation Leave

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

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

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

e. Compensation for City Work During Vacation Prohibited

No person shall be permitted to work for compensation for the City in any capacity during the time of his paid vacation leave from City service.

f. Vacation Pay at Separation

Any employee separating from the City service who has accrued vacation leave shall receive a cash out of all accrued vacation leave hours at their base salary hourly rate. When separation is caused by death of an employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

g. Illness or Injury During Vacation

If an employee is eligible for a vacation, but absent from work because of sickness or injury at the time he/she is scheduled to begin his/her vacation, he/she may, with the approval of the department director, reschedule the vacation for a later date.

h. Vacation Preference

Employees may split their vacation periods into two or more parts; but until each employee in the bargaining unit has had an opportunity to express their first choice vacation period, second and third choices will not be scheduled. Opportunity to request vacation time off will be made commencing with the month of January.

i. Advance Vacation Pay

Whenever an employee's payday falls within a vacation period of at least four (4) consecutive workdays, employees shall be entitled to receive their paychecks prior to leaving on their scheduled vacation, upon a two-week advance written request to the Controller. Employees using Direct Payroll Deposit are not eligible for advance vacation pay.

j. Vacation Buy-Back

Employees may elect to convert unused vacation benefit at their hourly rate of pay into cash, provided that they retain after such conversion at least eighty (80) hours of unused vacation benefits.

By December 15 of each year, an employee may make an irrevocable election to cash out accrued vacation leave which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation leave he/she irrevocably elected to cash out in two (2) separate increments. However, at the time of either cash out the employee must have at least eighty (80) hours of accrued vacation on the books.

In addition to the above, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources for a payoff of accrued vacation leave. The amount of vacation leave which may be paid off is limited to the amount necessary to meet the emergency.

If an employee makes an irrevocable election to cash out vacation leave in the following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January 1, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out.

If, during the year when an employee has made an irrevocable election to cash out vacation leave, he/she was on leave without pay and did not earn the vacation leave expected, the employee will still be able to cash out the vacation leave the employee did earn even if reduced by the leave without pay.

## 2. HOLIDAYS

### a. Authorized Holidays

Every full-time regular employee shall be entitled to nine (9) hours pay for the following holidays each calendar year unless noted and such other days or portions of days as may be designated by action of the City Council:

- \* January 1st (New Year's Day)  
Third Monday of January (Martin Luther King Jr. Day)  
Third Monday of February (President's Day)  
Last Monday of May (Memorial Day)
- \* July 4th (Independence Day)  
First Monday in September (Labor Day)
- \*\*\* November 11 (Veteran's Day)  
Fourth Thursday in November (Thanksgiving Day)
- \*\*\*\* Day after Thanksgiving (8 hour day)
- \* December 25th (Christmas Day)
- \* Two (2) work days during the week between Christmas Eve and New Year's  
Two (2) Floating holidays

\* The specific day that City employees will observe these holidays will be designated by the City Manager six (6) months prior to actual observation.

\*\*\* Veteran's Day shall be taken on November 11 except when November 11 falls on a closed Friday, Saturday or Sunday, in which case it will be taken the following Monday (i.e., November 14, November 13, or November 12).

\*\*\*\* The Day After Thanksgiving holiday shall be taken on the day after Thanksgiving except when it falls on a closed Friday, in which case the City shall select an "in lieu" holiday during the week between Christmas and New Year's Day for eight (8) hours.

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

b. Procedure if Holiday Falls on Regular Day Off

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

c. Employees Required to Work on Holiday

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

d. Eligibility for Holiday Pay

An employee must work or be on paid leave status or regularly scheduled day off on both the work day prior to and work day following an authorized holiday in order to be eligible for holiday pay. The only exception is between the Christmas - New Year's period when an employee may take leave without pay and not lose eligibility for those holidays. When an authorized holiday occurs during an employee's paid leave, the employee shall receive holiday pay for that day which will not be charged against his paid leave.

Should an employee request use of paid sick leave on the day prior to and/or after an authorized holiday, the department director may, where he has reason to believe the employee is abusing sick leave, require a doctor's certificate or other satisfactory proof of illness before holiday pay is granted. In such instance, the department director, or his designee, shall request such certificate and/or proof of illness on the date(s) for which such sick leave is requested.

### 3. SICK LEAVE

#### a. Accrual of Sick Leave

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

#### b. Family Sick Leave

Up to forty-eight (48) hours of annual accrued sick leave may be permitted to be used in any calendar year for family sick leave. Family sick leave is permitted to be used for an employee's spouse, registered domestic partner, children, sibling, parent, grandparent, or grandchild who may/may not live in the employee's household, but who require the employee's presence for the purpose of receiving medical care, shall qualify for family sick leave benefit; or, to the extent an employee is required to care for a below school-age child, or a dependent child below ten years of age in the case of school holidays or school breaks, where the spouse who customarily and on a daily basis is that child's primary caretaker, is medically disabled from performing that function.

#### c. Proof of Illness

- (1) The Human Resources Director may require a certificate issued by a licensed physician or other satisfactory proof of illness for the use of sick leave equal to four (4) or more working days. Such a certificate must document that the employee was treated by a licensed physician on the day or a day of the absence and that he or she was required to be off work for the entire period of the absence. Employees shall be required to complete a sick leave verification form when returning to work after utilizing sick leave.
- (2) Notwithstanding (1) above, the Human Resources Director may require a certificate issued by a licensed physician or other satisfactory proof of illness before any type of sick leave pay is granted for absences of any duration if, prior to the beginning of the absence, the Human Resources Director has issued a letter to the individual employee stating that such certification will be required.
- (3) Such a letter may be issued by the Human Resources Director whenever an employee demonstrates any of the following:
  - (a) Excessive use of sick leave
  - (b) Abuse of sick leave
  - (c) Excessive tardiness
  - (d) Unacceptable patterns of absence or tardiness, eg., chronic absences on Friday or Monday, or chronic absences on days preceding or following holidays or vacation days.
- (4) Notwithstanding the above sections, the Human Resources Director may require a certificate issued by a licensed physician or other satisfactory proof of illness before any type of sick leave pay is granted to any employee who

has missed work when the Human Resources Director has reasonable cause to believe that the employee has missed work due to a job action.

d. Effect of Leave of Absence on Sick Leave Accrual

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

e. Annual Sell Back

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

f. Payoff at Retirement

At the time of an employee's service or disability retirement, the City shall pay to the employee an amount equal to 50% of his/her total accumulated but unused sick leave hours up to a maximum of 1,000 hours accumulated but unused sick leave. Any remaining accumulated but unused sick leave hours will be used toward the extension of his service period under the PERS retirement system, subject to Government Code Section 20965 (See Exhibit C).

At the written request of the employee, 100% of accumulated but unused sick leave hours may be used toward the extension of his service period under Government Code Section 20965 and no payout will occur.

4. ON-THE-JOB INJURY LEAVE, COMPENSATION

a. Workers' Compensation Leave

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

b. Temporary Disability

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

(2) The employee, under such system, shall be entitled to receive a cumulative total of up to six (6) months supplemental compensation for absences following and related to the occurrence of a specific injury regardless of his initial unused accrued sick leave balance. This supplemental compensation

shall cease at the end of the cumulative six (6) months, regardless of whether there is any remaining accumulated but unused sick leave balance. At that time, the employee may still be eligible for temporary disability payments under the Workers' Compensation Law.

c. Accrual of Leave Benefits

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

5. BEREAVEMENT LEAVE

Whenever any employee in the unit is compelled to be absent from duty by reason of death or critical illness where death appears imminent, of members of the employee's extended family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, step-parent, grandmother, grandfather, grandchildren, legal guardian or ward), such person shall be entitled to a one-time per family member leave of absence with pay, for up to five (5) working days. Bereavement shall be taken within thirteen (13) months.

6. MILITARY LEAVE

Military leave with pay shall be granted in accordance with provisions of State and Federal law. An employee entitled to military leave shall give his department director an opportunity within the limits of military regulations to determine when such leave shall be taken. The employee shall immediately notify his supervisor upon receipt of military orders and present a copy of the orders to his department director prior to taking such leave. The department director shall in turn advise the Human Resources Director of such military orders.

7. NON-INDUSTRIAL DISABILITY LEAVE

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

8. JURY DUTY

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

9. TIME OFF FOR EXAMINATIONS

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

10. LEAVE OF ABSENCE WITHOUT PAY

a. General Policy

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

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

b. Authorization Procedure

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

then make his/her determination in writing. A copy of any approved request for leave of absence without pay shall be delivered promptly to the Finance Director.

c. Length of Leave and Extension

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

d. Return from Leave

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

e. Leave Without Pay

An employee shall utilize all his/her vacation and/or compensatory time off prior to taking an authorized leave of absence without pay except in cases of leave without pay as authorized by the department director.

11. ABSENCE NOTIFICATION PROCEDURES

a. Advance Notice

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

b. Notification on Day of Absence

Any employee who is absent from duty shall report the reason for such absence to his department director or immediate supervisor prior to the start of the work shift. This provision applies any time an employee is going to be late or absent from his work shift.

c. Failure to Provide Notice

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



## ARTICLE VI

### EQUIPMENT AND SAFETY

#### 1. SAFETY EQUIPMENT

##### a. Safety Shoes

Any employee represented by the League who is required to wear steel-toed safety shoes shall be entitled to a reimbursement of up to two hundred forty dollars (\$240) per fiscal year for the purchase or repair of approved shoes, socks, insoles, and laces, upon presentation of receipt of such purchase/repair.

Employees in the classification of Water Service Worker who are assigned to Meter Reading and Customer Service shall be required to wear work shoes approved by the department director and shall be entitled to a reimbursement of up to one hundred dollars (\$100) per fiscal year upon presentation of receipt of such purchase.

##### b. Prescription Safety Glasses

Any employee represented by the League who is required to wear safety glasses shall be entitled to a reimbursement of up to one-hundred fifty dollars (\$150.00) beginning July, 2000, towards the purchase of prescription safety glasses upon presentation of receipt of such purpose. An employee may exercise this option once each fiscal year.

#### 2. SAFETY COMMITTEE

The City continues to be concerned for the safety of all employees.

a. The League will appoint one member of the Employees' League to be a member of the Citywide Safety Committee.

b. The League will appoint one member of the Employees' League to be a member of the Advisory Incident Analysis Committee established by the Public Works Department.

#### 3. MONTHLY MEETINGS

The City will meet with the League upon the request of the City or the League, in order to maintain and foster a favorable working relationship between the parties.

#### 4. WORKING IN INCLEMENT WEATHER

Employees required to work in inclement weather shall be provided adequate foul weather clothing and equipment.

#### 5. FIRST AID AND CPR TRAINING

The City will provide First Aid and CPR training to full-time employees represented by this unit.

6. CONVENIENCE EQUIPMENT

The City agrees to provide a microwave oven, vending machines, and an ice machine at the Municipal Service Center for employees.

7. OPERATION OF A FRONT LOADER

The City agrees to develop and provide a training program to any League employee who is required to operate an articulating front loader or backhoe. Said program shall be implemented by the Public Works Director, utilizing a qualified operator who has operated such equipment on a regular basis. An employee must complete the training program prior to operating an articulating front loader or backhoe.

8. TOOL ALLOWANCE

Employees working in the classifications of Equipment Service Worker, Small Engines Mechanic, Equipment Mechanic and Fire Apparatus Mechanic in the Vehicle Maintenance Section shall be required to provide all hand tools necessary in order to properly perform their work. The tools to be supplied shall include such tools as wrenches (up to 1-1/8"), sockets (up to 1-1/8" and 1/2 square drive), screwdrivers, hammers, pliers, punches, line wrenches (up to 3/4"), drills, taps and dies (of 1/2 inch or less), Torx fastener drivers (up to T-27), metric combination wrenches (6mm to 19mm, 3/8" drive), metric socket set (9mm to 19mm, 3/8" drive), metric socket set (10mm to 25mm, 1/2" drive), metric ignition wrenches (4mm to 9mm), digital multimeter, standard ignition wrenches (up to 5/16"), pneumatic impact wrenches (3/8" and 1/2" drive), and other tools as necessary.

Employees in the classifications of Equipment Mechanic who supply their own hand tools as required by the Vehicle Maintenance Section, shall receive an annual reimbursement up to eight hundred dollars (\$800.00) as a tool replacement allowance. Employees in the classifications of Equipment Service Worker and Small Engines Mechanic shall receive an annual reimbursement up to four hundred dollars (\$400.00) as a tool replacement allowance for supplying tools designated by the City. This payment shall be made once every fiscal year for the purpose of tool purchase and replacement upon receipt of proof of purchase of such tools.

Any one purchase above the approved reimbursable amount may be reimbursed in subsequent years until the balance of that purchase is fully reimbursed. During such periods, any additional purchases will not be eligible for reimbursement until the original purchase has been fully reimbursed.

All reimbursement requests must be approved and submitted to Accounting prior to the end of the fiscal year, which is currently June 30<sup>th</sup>.

The determination as to which new or replacement hand tools employees shall provide shall be the result of agreement between the Supervisor and the Shop Steward. If the Supervisor and Shop Steward cannot reach an agreement, the final determination on who shall purchase the tool(s) will rest with the Public Works Director.

The City will provide special tools as necessary such as pullers, scopes, engine stands, presses, grinders, benches, jacks, jack stands, 3/4 inch socket drive, and wrenches above 1-1/8 inch.

All tool maintenance and replacement of tools shall be the responsibility of the employee. Any losses or claims for damages shall be handled on an individual basis through the City's claims board. It is the responsibility of the employee to file such claims as required by those claims procedures.

9. UNIFORMS

- a. The City provides uniforms for the purpose of safety and identification. All employees who are required to wear uniforms issued by the City must wear the complete uniform (pants, shirt, and safety shoes) during working hours. A clean uniform shall be worn each work day maintaining a neat appearance to the extent possible. City emblems shall not be removed nor shall uniforms be worn during off-duty hours. Uniforms, or other approved attire, shall remain consistent with the department's standard and guidelines.
- b. The cost of uniforms shall not constitute compensation for purposes of the regular rate calculation under the Fair Labor Standard Act. This policy shall remain in effect unless a change is dictated by applicable law.
- c. The City shall report to CalPERS the monetary value of uniforms and uniform maintenance for "Classic" employees required to wear uniforms. The monetary value by classification is listed in Exhibit G, entitled "UNIFORM ALLOWANCE." This applies to "Classic" members, not new members per Title 2 California Code of Regulations section 571(a)(5) as defined by the Public Employees' Pension Reform Act of 2013.
- d. Uniform allowance is defined as compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain.

## ARTICLE VII

### WORKING CONDITIONS

1. EMPLOYMENT MEDICAL AND/OR PHYSICAL EXAMINATION

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

2. TRAINING

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

3. POSITION RECRUITMENTS

Position recruitments shall be open for at least six (6) work days and shall be posted on the League bulletin boards, with at least one location being a locked board. Present employees wishing to be considered for such openings shall so indicate to the Human Resources Director. As between present employees, preference shall be given on the basis of qualifications as determined by Management. If a posted recruitment is not filled within one month after the closing date of the posting, applicants who are present employees shall be advised of the reasons thereof.

4. OUTSIDE EMPLOYMENT NOTIFICATION

The provisions of Section 2.44.360 of the Garden Grove Municipal Code shall apply to employees represented by the League.

An employee in the competitive service shall not engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with his duties, functions or responsibilities as a City employee, nor shall he or she engage in any outside business or employment activity which will directly or indirectly contribute to the lessening of his or her effectiveness as a City employee. Employees are encouraged to seek advice related to this restriction prior to making a commitment to become involved in any employment, activity or enterprise.

5. DRIVER RECORD INFORMATION

All unit employees who are required to drive a City vehicle will be subject to the provisions of the Department of Motor Vehicles' Employer Pull Notice Program for Governmental Agencies.

## ARTICLE VIII

### DISCIPLINE, GRIEVANCE, LAYOFF AND PROBATIONARY PERIOD

#### 1. DISCIPLINARY ACTIONS

If an employee is a dues-paying member of the League as indicated by City records, the City agrees to contact the League, upon the employee's approval, when a member is either dismissed, suspended or demoted. The City will follow notice and procedures required by law prior to implementing disciplinary proceedings. The appeal procedure is described in Exhibit F.

#### 2. PERFORMANCE

Should any employee be taken to task for such things as judgment, action, or lack of action involving dereliction of duty or behavior, disturbing to the harmonious relations of the group in which the employee works, which, if continued, could lead to disciplinary action or discharge, then Management will discuss such conduct, behavior or omissions with the employee concerned. If it is deemed necessary to attach a statement of these occurrences to the employee's personnel file, the employer will give the employee a written copy. Any document pertaining to disciplinary action and which is placed in the employee's personnel file, shall be subject to the City's grievance procedure.

#### 3. DISCHARGES

In the event an employee is discharged, the employer shall give the employee a copy of the charges in writing and explain the due process for recourse. An employee who has been discharged for any reason shall have the right to contact his steward or League representative immediately. The employer will forward a copy of all charges to the League upon request by the employee.

#### 4. GRIEVANCE PROCEDURE

The grievance procedure is described in Exhibit E.

#### 5. LAYOFF PROCESS

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

##### Step 1

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

### Step 2

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

### Step 3

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

### Step 4

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

### Step 5

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

## 6. SENIORITY

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

## 7. PROBATIONARY PERIOD

### a. Initial Probationary Period

Every person receiving an appointment to the competitive service shall be required to serve a probationary period of twelve (12) months, commencing on the date of appointment.

### b. Probationary Period Following Promotion

- (1) **Regular Employee:** A regular employee who is promoted shall serve a probationary period of six (6) months in the new position to which he has been promoted commencing on the date of such promotion. This probationary period may be extended for up to an additional six (6) month period, upon action of the department director.
- (2) **Probationary Employee:** A probationary employee who is promoted to a position in a class with a higher salary range shall complete the probationary period of six (6) months required of employees with regular status who have been promoted. This probationary period may be extended for up to an additional six (6) month period, upon action of the department director.

- (3) When a department manager reasonably concludes that an employee's six (6) month probationary period is insufficient to allow the manager to evaluate the performance of the employee, the department manager may recommend in writing to the department director that the probationary period be extended for up to a six (6) month period. The department director shall have exclusive authority over any such extension. In the event the probationary period is so extended, the affected employee shall have an opportunity to discuss the extension with his/her department director. During the extension period the employee shall remain in probationary status, unless the department director removes the employee from probationary status prior to the end of the extended probationary period.

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

c. Extension of Probationary Period - Special Requirements

In addition, the department director may, at his sole discretion, extend the employee's probationary period for periods of time beyond the limits provided above for the sole purpose of allowing an employee to acquire any certification or license required for the employee's position. Under such an extension, the employee will be deemed probationary for the sole purpose of acquiring such certificate or license (i.e., the employee shall have absolutely no expectation, whatsoever, of continued employment if the certificate or license is not acquired within the time frame extension set by the department director). The employee will not be deemed probationary for purposes other than the acquisition of a required certificate or license during this extension period.

## ARTICLE IX

### GENERAL PROVISIONS

1. SAVING CLAUSE

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

2. FULL UNDERSTANDING

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

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

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

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

Copies of the following documents are incorporated herein by reference:

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


3. LABOR/MANAGEMENT COMMITTEE

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



Dated June 11, 2019:

For the CITY OF GARDEN GROVE:

  
\_\_\_\_\_  
JANY H. LEE  
Human Resources Manager

For the EMPLOYEE'S LEAGUE CHAPTER OF THE  
ORANGE COUNTY EMPLOYEE'S ASSOCIATION:

  
\_\_\_\_\_  
FRANK DE LA ROSA  
President

  
\_\_\_\_\_  
AARON PEARDON  
Sr. Labor Relations Representative

## EXHIBIT A

## GARDEN GROVE EMPLOYEES' LEAGUE

<u>Represented Classification</u>	<u>Salary Range</u>
Custodian	U108
Equipment Mechanic	U141
Equipment Service Worker	U117
Fire Apparatus Mechanic	U147
Heavy Equipment Operator	U141
Maintenance Repair Helper	U122
Maintenance Repair Worker	U138
Park Maintenance Worker	U127
Parking Control Specialist	U111.8
Public Works Trainee	U089
Senior Park Maintenance Worker	U137
Senior Sewer Maintenance Worker	U137
Senior Street Maintenance Worker	U137
Senior Traffic Signal Electrician	U163
Senior Water Production Operator	U157
Senior Water Service Worker	U146
Sewer Maintenance Worker	U132
Small Engines Mechanic	U127
Street Maintenance Worker	U132
Traffic Signal Electrician	U143
Utility Worker	U112
Water Customer Service Worker	U138
Water Production Electrician	U163
Water Production Mechanic	U147
Water Production Operator	U142
Water Service Worker	U132

SICK LEAVE PAY OFF1. ANNUAL SELL BACK

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

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

Calculation:

328 unused hours in sick leave bank (June 30)

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

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

(30.8 hours converted to vacation hours)

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

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

Calculation:

248 unused hours in sick leave bank (June 30)

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

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

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

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

- c. Employee C has accumulated 450 unused sick leave hours as of June 30. During the fiscal year, he has accrued 96 sick leave hours and used 100 hours. Although he has accumulated more than the minimum 240 unused hours required to qualify for this benefit, he has used more than he accrued during the fiscal year. This disqualifies the employee from participating in this benefit for this fiscal year.

Calculation:

450 unused hours in sick leave bank (June 30)

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

## 2. PAY OFF AT RETIREMENT

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

TUITION REIMBURSEMENT PROGRAM

1. ELIGIBILITY

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

2. COURSE ELIGIBILITY

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

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

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

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

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

Courses that duplicate previously taken courses are not eligible.

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

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

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

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

3. REIMBURSABLE EXPENSES

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

Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the California State University system with a maximum of \$3,000 per fiscal year, effective July 1, 2015, for courses completed 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.

GRIEVANCE PROCEDURE

The following procedure is incorporated herein by reference to Resolution No. 4066-71 as amended:

It is the philosophy of the City of Garden Grove that there should be free verbal communication between employee and supervisor. It is the intent of this policy to lay out a normal chain of command grievance procedure, which will preserve the integrity of the organizational structure and at the same time provide employees a known means of voicing a grievance. A grievance may be presented by an individual employee or by a representative of a group of employees.

- (a) A grievance is any difference of opinion concerning the interpretation of this Resolution or documents adopted pursuant thereto, or of rules and regulations governing personnel practices or working conditions. The grievance process set out herein shall not be applicable to matters covered by Municipal Code Section 2.44.370 thru 2.44.390 (Disciplinary Actions & Appeal Procedure).
- (b) When an employee feels he has a grievance, as defined in Section (a) above, he may initiate formal action to secure review of the grievance by top management. Such action should be used, however, only after informal appeal through discussion with the immediate supervisors has not been successful. It is the spirit and intent of this procedure that all grievances be settled quickly and fairly without any subsequent discrimination against employees who may seek to adjust a grievance, real or imagined.
- (c) If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) calendar days from the date of receiving the answer from his supervisor, request and be granted an interview with the division head in order to discuss the grievance.
- (d) If the division head and employee cannot reach a solution to the grievance, the employee may, within seven (7) calendar days from the date of receiving the answer from the division head, request and be granted an interview with the department director.
- (e) If the department director and employee are unable to arrive at a satisfactory solution, the employee may, within fourteen (14) calendar days from the date of the decision by the department director, submit two (2) copies of the grievance in writing, one copy to the department director and one copy to the employee's immediate supervisor, to be transmitted through the chain of command.

- (f) If the department director receives the grievance in writing, he and the City Manager will jointly review the grievance and respond to the employee within fourteen (14) calendar days. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be final.
- (g) If the time limit at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent.



DISCIPLINARY APPEAL PROCEDURE

The following procedure is incorporated herein by reference to Garden Grove Municipal Code Section 2.44.390.

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

2.44.390 Appeal Procedure. The appeal procedure described herein shall apply to cases of disciplinary action or in individual classification problems, resulting in demotion or otherwise affecting the regular full-time employee. It shall not be applicable to those positions which may be deemed exempt by council resolution or to probationary employees.

- (1) Following a review of a proposed disciplinary action by the employee's immediate supervisor and department director, the personnel officer, where indicated, shall cause to be served on the employee affected, by registered mail or personal delivery, a statement signed by the department director or personnel officer of the specific charges against the employee or the reason for the classification action. This statement shall clearly inform the employee that he has the right, within seven (7) working days after receipt of this notice, to request a hearing on the charges or classification action by filing the request with the City Manager.
- (2) If within the seven (7) day appeal period the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed by him.
- (3) If within the seven (7) day appeal period the employee involved files such notice of appeal, there shall be created an ad hoc personnel appeals board, who shall be selected as follows:
  - (A) The City Council shall appoint one person, not directly or indirectly involved in municipal operations;
  - (B) The appellant shall appoint one person, not directly or indirectly involved in municipal operations;
  - (C) Both of the above members of the ad hoc personnel appeals board shall select a third member from a panel submitted by the American Arbitration Association. The board shall select its own chairman;
  - (D) Both the City and the League 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.

- (4) Within five (5) days after the formation of the ad hoc personnel appeals board it shall fix the hearing date. This hearing shall be a public hearing, unless the employee requests a closed hearing.
- (5) At least seventy-two (72) hours prior to the hearing the employee shall have the right to submit to the City Manager the names and addresses of witnesses to testify in his behalf. These witnesses shall be subpoenaed by the City Manager for their presence at the hearing.
- (6) The employee shall have the right to be represented at the hearing, which shall not be bound by technical rules of evidence.
- (7) Within five (5) days after the conclusion of the hearing, the ad hoc personnel appeals board shall notify the employee involved and the City Manager of its decision. This decision shall be subject to review by the City Manager and City Council, with the review limited to the record regarding hearing procedures.

## EMPLOYEES' LEAGUE UNIFORM ALLOWANCE

<u>TITLE</u>	<u>REPORTED TO PERS EACH PAY PERIOD</u>
CUSTODIAN	\$ 17.86
EQUIPMENT MECHANIC	\$ 22.78
EQUIPMENT SERVICE WORKER	\$ 22.78
FIRE APPARATUS MECHANIC	\$ 22.78
HEAVY EQUIPMENT OPERATOR	\$ 17.86
MAINTENANCE REPAIR HELPER	\$ 22.78
MAINTENANCE REPAIR WORKER	\$ 22.78
PARK MAINTENANCE WORKER	\$ 17.86
PARKING CONTROL SPECIALIST	\$ 17.86
PUBLIC WORKS TRAINEE	\$ 17.86
SENIOR PARK MAINTENANCE WORKER	\$ 17.86
SENIOR SEWER MAINTENANCE WORKER	\$ 17.86
SENIOR STREET MAINTENANCE WORKER	\$ 17.86
SENIOR TRAFFIC SIGNAL ELECTRICIAN	\$ 17.86
SENIOR WATER PRODUCTION OPERATOR	\$ 17.86
SENIOR WATER SERVICE WORKER	\$ 17.86
SEWER MAINTENANCE WORKER	\$ 17.86
SMALL ENGINES MECHANIC	\$ 22.78
STREET MAINTENANCE WORKER	\$ 17.86
TRAFFIC SIGNAL ELECTRICIAN	\$ 17.86
UTILITY WORKER	\$ 17.86
WATER CUSTOMER SERVICE WORKER	\$ 17.86
WATER PRODUCTION ELECTRICIAN	\$ 17.86
WATER PRODUCTION MECHANIC	\$ 17.86
WATER PRODUCTION OPERATOR	\$ 17.86
WATER SERVICE WORKER	\$ 17.86

LEAGUE/CITY  
MEMORANDUM OF UNDERSTANDING

2019 – 2022

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