

CITY OF GARDEN GROVE
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE CALIFORNIA MEYERS-MILIAS-BROWN ACT
BY AND BETWEEN
GARDEN GROVE FIRE FIGHTERS LOCAL 2005
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AND
CITY OF GARDEN GROVE
2017 - 2018

THIS MEMORANDUM OF UNDERSTANDING ("MOU") 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 MOU has been developed as a result of the requests of the Garden Grove Fire Fighters, Local 2005, International Association of Fire Fighters. The items in this MOU are subject to the approval of the City Manager and the City Council of the City of Garden Grove and will be placed into effect upon the taking of administrative action by the City Manager's Office and the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

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

The parties agree that the provisions contained herein shall be subject to all applicable laws and cover the period July 1, 2017, to June 30, 2018.

FIRE FIGHTERS/CITY
MEMORANDUM OF UNDERSTANDING

2017 - 2018

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I.	RECOGNITION AND RIGHTS -----	3
II.	SALARY AND COMPENSATION-----	5
III.	FRINGE BENEFITS -----	9
IV.	WORK SCHEDULES AND OVERTIME-----	13
V.	LEAVE POLICY -----	15
VI.	EQUIPMENT AND SAFETY -----	21
VII.	WORKING CONDITIONS -----	22
VIII.	GENERAL PROVISIONS -----	24
 <u>EXHIBITS</u>		
A.	TUITION REIMBURSEMENT PROGRAM -----	26
B.	EDUCATION INCENTIVE PROGRAM-----	28

ARTICLE I

RECOGNITION AND RIGHTS

1. GENERAL STATEMENT OF POLICY

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

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

2. RECOGNITION

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

3. ACCESS TO WORK AREA

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

4. LABOR RELATIONS

The Union shall annually be granted a total of two 12-hour shifts (24 hours of time in total for the Union, not for each member) with pay for use by their members to perform Union functions including attendance at conventions, conferences, and seminars.

5. BULLETIN BOARDS

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

6. REASONABLE NOTICE

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

7. PAYROLL DEDUCTIONS

Upon the employee's request, the City shall deduct from each employee all dues, employee designated City provided fringe benefit contributions, and any City-designated local credit union withdrawals as authorized by the employee on a volunteer written authorization form duly signed by the employee. Such deduction for dues shall be forwarded to the Secretary-Treasurer of the International Association of Fire Fighters, Local 2005, or as otherwise directed by the duly elected officers of this Union within ten (10) calendar days following such deductions from the employee's pay. Dues are due and payable until the employee requests in writing to the Finance Department to have the deduction changed or deleted.

8. DISCRIMINATION

The City shall not discriminate against any employee because of membership in the Union or activities related thereto, nor shall it discriminate on any basis protected by the law.

The Union shall not discriminate against any member because of his refusal to join the Union or become involved in the activities related thereto, nor shall it discriminate on any basis protected by the law.

9. LIABILITY PROTECTION

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

ARTICLE II

SALARY AND COMPENSATION

1. WAGES

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

	A	B	C	D	E	F	G	H	I
Firefighter	4980	5229	5490	5765	6053	6356	6674	7008	7288
Firefighter/ Paramedic	5727	6013	6314	6630	6961	7309	7675	8059	8381
Fire Engineer	5727	6013	6314	6630	6961	7309	7675	8059	8381
Fire Captain	6570	6899	7244	7606	7986	8385	8804	9244	9614

The parties agree that if an employee at the rank of Firefighter/Paramedic becomes ineligible to be a Paramedic because he/she has involuntarily lost his/her certification he/she will have the right to demote to being a Firefighter. A Firefighter who goes through Paramedic School and is unsuccessful shall remain at the rank of Firefighter.

A Firefighter/Paramedic who wishes to demote to the rank of Firefighter has the right to demote if a vacancy exists at the rank of Firefighter. The employee's salary step placement would remain the same but in the Firefighter classification.

A Firefighter who goes through Paramedic School and obtains the minimum qualifications of the Firefighter/Paramedic classification (this includes, but is not limited to, having passed and obtained the required national registry) be promoted to Firefighter/Paramedic. Upon meeting the minimum qualifications of the Firefighter/Paramedic classification, the employee shall be placed at the same step of the Firefighter/Paramedic salary schedule (above) as he/she was at prior to the promotion. For example, a Firefighter at Step D of the Firefighter salary schedule shall be placed at Step D of the Firefighter/Paramedic salary schedule upon being promoted.

All Paramedics (current as of June 30, 2017) will be reclassified to the Firefighter/Paramedic classification effective July 1, 2017 and their salary will be adjusted to that date to correspond to the above identified salary steps for the classification of Firefighter/Paramedic. 2. LONGEVITY PAY

All employees with the following full-time, continuous service in the Garden Grove Fire Department shall receive the following longevity pay:

- a. Beginning the pay period after nine (9) years of consecutive service through nineteen (19) years of continuous service with Garden Grove Fire Department shall receive longevity pay equal to 2.5% of base pay.
- b. Beginning the pay period after nineteen (19) years of consecutive service through twenty-four (24) years of continuous service with Garden Grove Fire Department shall receive longevity pay equal to 5% of base pay.
- c. Beginning the pay period after twenty-four (24) years of consecutive service and for each continuous year of service thereafter with Garden Grove Fire Department shall receive longevity pay equal to 7.5% of base pay.
- d. Unit employees with an Associate's degree from colleges or universities accredited by one of the six regional accreditation bodies for the United States (as approved by the United States Department of Education), including the Western Association of Schools and Colleges, the Northwest Association of Colleges and Universities, the Middle States Commission on Higher Education, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, and the Southern Association of Schools and Colleges shall receive two (2) years of service time credit towards meeting each threshold for longevity pay as outlined above.
- e. Unit employees with a Bachelor's degree from colleges or universities accredited by one of the six regional accreditation bodies for the United States (as approved by the United States Department of Education), including the Western Association of Schools and Colleges, the Northwest Association of Colleges and Universities, the Middle States Commission on Higher Education, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, and the Southern Association of Schools and Colleges shall receive four (4) years of service time credit towards meeting each threshold for longevity pay as outlined above.
- f. The service time credits referred to in subsections d. and e., above, are not cumulative (e.g., a person holding both an Associate's degree and a Bachelor's degree will receive the Bachelor's degree credit of four (4) years, and **not** six (6) years).
- g. The longevity pay percentages referred to in subsections a., b. and c., above, are not "stacked," i.e., a unit member may only receive one longevity pay percentage differential at a time.

3. SALARY INCREASES

- a. Effective July 1, 2017, a new "I" step at four percent (4%) will be added to the salary schedule. Employees who were at H step for at least a year and received a "meets standards" or above evaluation will move to "I" step effective July 1, 2017. Those who have been at "H" step for less than a year will wait until their anniversary date to move to "I" step assuming they receive a meets standards evaluation.
- b. 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 as defined by Municipal Code section 2.44.200.C. 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.

c. Salary When Working in an Acting Assignment

When an employee is working in an acting assignment, his/her pay shall be provided as set forth in Municipal Code sections 2.44.040 and 2.44.230. Base salary as described in Municipal Code Section 2.44.230 and for the purposes of this MOU, shall be inclusive of specialty pays received by the employee when calculating the Acting rate of pay.

d. Salary Increase Upon Promotion Within the Unit

The phrase "at least five percent (5%)" in Sections 2.44.210 and 2.44.230 of the Municipal Code is clarified to include the rounding (i.e.: 4.5% or higher) to the nearest whole percent, within the established salary plan. In determining salary upon promotion, the parties agree that the following pays are included in assessing to which salary step of the promoted into position the employee will move: 40 hour assignment pay (unless the employee is maintaining the 40-hour assignment pay on promotion) and tiller pay. Arson investigator pay would also be included if the City determined that employee would no longer receive that pay in their promoted into position. Longevity, education and bilingual pay are not included in salary in promotion as employees who receive those pays will receive them in their promoted into position.

5. EDUCATION INCENTIVE

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

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

6. TUITION REIMBURSEMENT

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

7. FORTY-HOUR SPECIAL ASSIGNMENT PAY

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

8. TILLER OPERATOR SPECIAL ASSIGNMENT PAY

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

9. ARSON INVESTIGATOR SHIFT SPECIAL ASSIGNMENT PAY

Employees designated by the department as a Shift Arson Fire Investigator 1 shall receive pay in the amount equal to five percent (5%) of their base pay. Employees designated by the department as a Shift Arson Fire Investigator 2 shall receive pay in the amount equal to seven and one-half percent (7.5%) of their base pay.

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

10. BILINGUAL PAY

The City agrees to pay seventy dollars (\$70.00) per pay period to a designated bilingual employee required to utilize his verbal bilingual abilities (Vietnamese, Korean, Spanish and/or any other language designated by the City Manager) on City business. Determination of capability shall be made by qualifying tests established by the City. An employee so designated by the City shall be required to translate at any time.

11. EQUAL PAYCHECKS

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

12. SHIFT ADJUSTMENT BALANCE

Employees in the unit are regularly scheduled to work either 96 or 120 hours in each fourteen (14) day pay period. However, per the provision on equal paychecks (in the previous paragraph) the parties agree that the City will, to the extent permitted by law, pay the employees equal paychecks of 112 hours (the average number of hours employees in the unit are scheduled to work each pay period) per pay period. To accomplish the equalizing of paychecks for regularly scheduled hours, a shift adjustment balance has been established to address that employees in the unit are regularly scheduled to work either 96 or 120 hours per pay period. An employee will be allowed to maintain a balance (i.e., a bank of hours from which they can draw if

they work 96 hours or add to if they work 120 hours) of up to seventy-five (75) hours. Such a shift adjustment balance shall not provide any entitlement to compensatory time off. Any firefighter whose shift adjustment balance is at 75 hours shall be paid for all hours worked on the next pay day so that his/her balance does not exceed 75 hours. Any firefighter whose shift adjustment balance falls below negative 75 shall have those hours taken from their annual leave bank.

ARTICLE III

FRINGE BENEFITS

1. RETIREMENT PLAN

a. Retirement Formula

1. Unit members who are "classic members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) are covered by the 3% @ 50 formula provided for by the Public Employees' Retirement Law at Government Code section 21362.2. This formula applies to "classic members" defined as 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.

(a) One-Year Final Compensation option "single highest year" (Government Code section 20042).

2. Unit members hired on or after January 1, 2013 who are defined as "new members" under the PEPRA, are covered by the 2.7% @ 57 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

(a) Final compensation will be based on the highest annual average pensionable compensation during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member per Government Code section 7522.32(a).

b. Employee Contributions to the Retirement System

1. Employees subject to the 3%@50 Formula:

These employees shall contribute twelve percent (12%) as an employee retirement contribution. The twelve percent shall be comprised of nine percent (9%) of compensation earnable as the required CalPERS member contribution and three percent (3%) of compensation earnable per Government Code section 20516(a).

2. Employees subject to the 2.7%@57 Formula:

Per the PEPRA and Government Code section 20516.5, these employees shall contribute the statutorily mandated employee contribution rate of one half of the normal cost as determined by CalPERS for the City.

Such employees' contribution to CalPERS shall be one half the normal cost rate as established by CalPERS on the annual employee contribution rate determination.

- e. 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.

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

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

3. CAFETERIA PLAN

- a. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JANUARY 1, 2017:

Employee only	\$580 per month
Employee plus 1	\$980 per month
Employee and full family	\$1295 per month
Waiver of Coverage	\$205 per month

- b. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JANUARY 1, 2018:

Employee only	\$655 per month
Employee plus 1	\$1,120 per month
Employee and full family	\$1,400 per month
Waiver of Coverage	\$205 per month

- c. The City shall make a monthly fringe benefit contribution for each eligible member of the unit to be used toward the cafeteria plan. These funds shall only be used for eligible plans included within the cafeteria plan. The plan includes health, dental, vision and cash.
- d. All employees must enroll in one of the PERS health program plans, unless they submit to the City both 1) proof of health coverage and 2) sign a health insurance waiver. Employees who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions for any other eligible plans. 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).

- e. An employee who selects the option of not enrolling in one of the PERS plans and who meets the conditions outlined (3-d) above shall receive cash paid out each pay period..
- f. 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. LIFE INSURANCE

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

5. MILEAGE ALLOWANCE

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

6. UNIFORMS

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

7. UNIFORM MAINTENANCE

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

8. LONG-TERM DISABILITY

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

9. CONTINUATION OF FRINGE BENEFITS

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

employee shall become liable for the full cost of these insurance premiums in order to continue uninterrupted coverage.

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

ARTICLE IV

WORK SCHEDULES AND OVERTIME

1. WORK PERIOD

The City has implemented the twenty-eight (28) day FLSA work period for all employees in the bargaining unit per Section 7(k) of the Fair Labor Standards Act. The twenty-eight (28) day work period became effective on or about April 15, 1986.

2. REGULAR OVERTIME

a. The City shall pay regular overtime (i.e., overtime paid per this MOU) for hours worked in excess of the employee's normally scheduled hours. Regular overtime shall be paid at time and one-half the base hourly rate. Paid leave time will constitute hours worked.

b. Regular overtime will be payable each pay period.

3. FLSA OVERTIME

At the end of the twenty-eight (28) day work period, if any FLSA overtime is payable, the difference between regular overtime and FLSA overtime will be paid. Paid leave time will constitute hours worked for the purposes of FLSA overtime calculations.

4. FORTY (40) HOUR EMPLOYEES

Employees in the unit assigned to a forty (40) hour work schedule shall remain on the twenty-eight (28) day FLSA work period as they have both authority and responsibility to engage in fire suppression. Such employees shall receive regular overtime for working outside their regular schedule and paid leave constitutes hours worked for purposes of calculating overtime. If such an employee works a suppression shift while assigned a forty (40) hour schedule, he/she shall be paid at their 56 hour rate (i.e., the suppression rate) when so assigned. These employees shall receive FLSA overtime (with paid leave counting as hours worked) per the overtime requirements of the FLSA and per the twenty eight (28) day FLSA work period.

5. EMERGENCY CALL-BACK

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

6. COURT ALERT

a. Court Alert Pay

Court Alert Pay is intended to compensate employees for the inconvenience of being available to testify in court during their off-duty hours. An employee shall receive two hours of straight time compensation for awaiting a call to court

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

b. Court Pay

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

c. Court Alert Hours

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

7. TRAINING

The City will provide professional training opportunities to members of the unit in accordance with Special Order 502. The City agrees that it will not make any changes to any special Order referenced in this MOU without first meeting and conferring with the Association.

ARTICLE V

LEAVE POLICY

1. ANNUAL LEAVE

a. Rate of Accrual

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

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

Regular employees assigned to a forty (40) hour assignment shall accrue annual leave in an equivalent amount per the conversion formula (i.e., the amounts for employees assigned to a 24 hour shift are divided by 1.4) currently used by the Payroll Unit within the Finance Department.

b. Total Annual Leave Accrual

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

such request if it is in the best interest of the City. The excess of the limit shall be determined by the Fire Chief and the City Manager.

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

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

d. Annual Leave Cash Out

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

e. Annual Leave Pay Upon Separation

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

2. Constant Staffing

The City will use Special Order 127 to administer annual leave time for unit members.

3. Shift Change

The City will use General Order 4 to administer shift change and relief procedures. The City agrees that it will not make any changes to any General Order referenced in this MOU without first meeting and conferring with the Association.

4. HOLIDAYS

Fire Department members assigned to suppression duty earn one hundred and fifty-six (156) hours of holiday leave each year. The City shall place one hundred and fifty-six 156 hours of holiday leave in a bank at the beginning of the calendar year for each employee to use through the year. At the time of placement in the bank in January, each employee has the option of cashing out up to seventy-eight (78) hours of such leave. On July 1 of each year, each employee has the option of cashing out any remaining balance of such leave still in the bank or using it as leave throughout the remainder of the year. .

Employees assigned to a forty-hour schedule receive 111.43 hours of holiday leave each year which is subject to the same cash-out or use provisions as suppression staff. Forty-hour personnel shall observe the holidays on the days designated by the Fire Chief.

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

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

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

Notwithstanding the foregoing right to cash out holiday time, employees may use all 156 holiday hours from the beginning of the year.

An employee who commences employment at a time other than the beginning of a calendar year shall only be entitled to receive those holidays that have occurred during the period actually worked. Likewise, employees who separate from service during the course of a calendar year shall only be entitled in that year to utilize those holiday benefits which pertain to the time period they worked. The value of any holidays used in excess of those entitled shall be deemed a wage advance and shall be deducted from the employee's final paycheck.

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

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

5. SHORT TERM DISABILITY LEAVE

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

To be eligible to utilize this benefit, an employee must first be off work for ten consecutive work shifts (for suppression staff) and twenty (20) consecutive days (for employees assigned to a 40-hour assignment) with a documented non-industrial personal serious illness or injury and have used ten consecutive work days (for suppression staff) and twenty (20) consecutive days (for employees assigned to a 40-hour special assignment) of annual leave or leave without pay if they have no annual

leave on the books. The City will then allow the employee to use up to ten consecutive work shifts (for suppression staff) and twenty (20) consecutive days (for employees assigned to a 40-hour special assignment) of Short Term Disability Leave until he/she is able to return to work or be eligible for the Long Term Disability Leave. In no instance will the employee be allowed to use more than ten consecutive work shifts (for suppression staff) and twenty (20) days (for employees assigned to a 40-hour special assignment) of Short Term Disability Leave per incident.

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

6. NON-INDUSTRIAL DISABILITY LEAVE

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

7. BEREAVEMENT LEAVE

Whenever any employee in the unit, , is absent from duty by reason of death or critical illness where death appears imminent, of members of the employee's immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, stepparent, grandmother, grandfather, grandchildren, ward, legal guardian, significant other (spousal relationship) or live-in primary caregiver/receiver as clearly demonstrated by the employee to the Fire Chief or his designee, (A primary caregiver/receiver in a live-in relationship who is/was critical to, and directly responsible for the giving or receiving of direct care and well being for an extended time)), such person shall be entitled to a leave of absence with pay, for up to two platoon shifts working (48 hours); or, if the employee must travel out of California for a qualifying bereavement leave, the Fire Chief may approve an additional platoon shift working day off with pay.

8. 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 the Fire Chief 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 the Fire Chief prior to taking such leave. The Fire Chief shall in turn advise the Human Resources Director of such military orders. Any hours spent on military leave by a Unit member shall not be

considered hours worked for the purposes of the Fair Labor Standards Act. This policy shall remain in effect unless a change is dictated by applicable law.

9. JURY DUTY

- a. An employee called for jury duty shall immediately notify his Battalion Chief of the required duty dates upon receipt of such notice.
- b. If an employee calls in at night and finds out that he/she must report to jury duty the next day (and are scheduled to be working that day as part of a regular shift or on an overtime basis) he/she must contact his/her Battalion Chief as soon as possible so that coverage can be arranged for his/her shift. Employees are required to return to work if dismissed by the Court from jury duty. The returning employee will go back to his/her shift and the employee who replaced him/her will be relieved from duty at that time for the remainder of the shift.
- c. An employee will not be paid additional salary on days he is required to be in attendance at court for jury duty on an observed City holiday. For any regular work day or part of regular work day that an employee is not required to be in court, he shall report to the City for duty. Employees must account to their Battalion Chief for any time off due to illness or any other reason(s) while on jury duty.
- d. The City will pay salary for up to five (5) shifts per calendar year of a regular or probationary employee who is required to serve on a jury duty if he remits to the City his compensation for such jury duty and submits written documentation of attendance at court. If he does not remit this compensation and submit certified documentation of attendance, he shall be paid only for the time he actually worked in his City position. Notification of requirement to serve on jury duty and intent to remit compensation for such shall be made in writing to the Fire Chief prior to such service.

10. TIME OFF FOR EXAMINATIONS

All members of the bargaining unit 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.

11. 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 Fire Chief.

An employee must utilize all his/her annual leave time prior to taking an authorized leave of absence without pay.

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 the Fire Chief. 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 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 the Division Chief of Operations at least fourteen (14) calendar days prior to the day he plans to return.

The Division Chief of Operations shall promptly notify the Human Resources Director of the employee's intention.

ARTICLE VI

EQUIPMENT AND SAFETY

1. PROTECTIVE CLOTHING

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

2. ADVISORY SAFETY COMMITTEE

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

ARTICLE VII

WORKING CONDITIONS

1. EMPLOYMENT MEDICAL AND/OR PHYSICAL EXAMINATION

- a. Any employee in the bargaining unit may be required to take and pass a medical and/or physical examination whenever, in the judgment of the Fire Chief, it would be in the best interest of the City to make such a requirement. Employees who, in the opinion of the medical examiner, are physically incapable of meeting the normal requirements of their positions may be assigned to a class for which they are suitable. All employment examinations shall be conducted at City expense.
- b. An employee may be required to take and pass a medical examination as a requirement of his position. The City shall bear the expense for required examinations. The employee shall execute a Release of Medical Information prior to the examination authorizing the examining physician to disclose medical information required by any governmental agency (e.g. Engineers' DOT Certification required by DMV).

2. SHIFT EXCHANGE

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

Employees have the right to exchange shifts with their colleagues subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
3. Payback of the exchanged shift will be the responsibility of the two employees who exchange shifts and will not be monitored by the City. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.

3. SHIFT/STATION ASSIGNMENT LABOR/MANAGEMENT COMMITTEE

The City and the Fire Union agree to maintain a committee composed of an equal number of members from both groups to meet and confer in good faith to maintain or modify as needed General Order 6 "Attrition Based Bid System". No changes will be made to the bid system unless mutually agreed to between the City and Association.

4. DISCIPLINARY APPEALS PROCESS

The parties agree to the disciplinary appeals process set forth in Exhibit C to the MOU. 5. SCAQMD - TRIP REDUCTION PLAN

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

6. PERSONAL VEHICLES STORAGE

Employees may not increase the number of spaces currently being used to store any vehicles, boats, trailers, recreational type vehicles or any type of vehicle on City property prior to this date. The Union shall provide a list of employees utilizing this fringe benefit annually in December of each year for proper IRS reporting.

7. GRIEVANCE PROCESS

It is the philosophy of the City that there should be free verbal communication between employee and supervisor. A grievance may be presented by an individual employee or by a representative of a group of employees.

(a) A grievance is any alleged misinterpretation or alleged violation of this MOU or of rules and regulations including past practices, (past practice is a practice which has been 1) unequivocal; 2) clearly enunciated and acted upon; and 3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties) governing personnel practices or working conditions. Grievances must be presented within thirty (30) days of the occurrence giving rise to the grievance. This grievance process shall not be applicable to matters covered by G.O. #19 (Professional Standards) except for allegations that the procedures of G.O. # 19 have been violated and Exhibit C of this MOU (Appeal Procedure). An employee may also allege a procedural violation of G.O. #19 as part of the disciplinary appeal process.

(b) An employee shall first discuss an alleged grievance with his/her immediate supervisor who shall provide a written response.

(c) If the alleged grievance cannot be resolved to the employee's satisfaction, the employee may, within seven (7) calendar days from the date of receiving the written response from his/her supervisor, request and be granted an interview with a Fire Division Chief to discuss the grievance. Prior to that meeting, the employee must prepare a written grievance with all of the details of his/her grievance setting forth the basis for the grievance.

(d) If the alleged grievance cannot be resolved to the employee's satisfaction, the employee may, within seven (7) calendar days from the date of receiving the written response from the Fire Division Chief, request and be granted an interview with a Fire Chief to discuss the grievance.

(e) If the alleged grievance cannot be resolved to the employee's satisfaction, the employee may, within fourteen (14) calendar days from the date of receiving the written response from the Fire Chief, may request a joint review of the Grievance by the Fire Chief

and City Manager. A written response will be provided by the City Manager and shall be final.

(f) If the time limit at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent.

8. TELEVISION SERVICE IN THE FIRE STATION

The City will pay the Association \$350 per month (\$50 per fire station) for cable or satellite television. The Association will be solely responsible for determining what programming and services are purchased for each station, and will be responsible for the payment of all costs (regardless of the actual cost of the cable or satellite service). In addition, the City will provide one thirty-seven inch television or its reasonable equivalent as solely determined by the Fire Chief, for each fire station.

ARTICLE VIII

GENERAL PROVISIONS

1. SAVING CLAUSE

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

2. CONSTRUCTION

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

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

3. TERM

The term of this MOU shall be from July 1, 2017 – June 30, 2018.

4. Orange County Fire Authority Bid

The City agrees that within 60 days of City Council approval of the MOU, it will send the requisite amount to the Orange County Fire Authority to obtain a bid/proposal for the provision of fire protection and EMS services for the City of Garden Grove fire Department which would include the transfer of personnel employed by the City of Garden Grove Fire Department to the OCFA. The City will fund the cost of the bid/proposal. The parties agree to that either side may request to reopen negotiations during the term of the MOU to discuss any issues concerning terms and conditions of any merger regarding personnel issues. However, during the term of the MOU, no changes to terms and conditions of employment may occur without the parties' mutual agreement.

The following are incorporated by reference:

- a. Meyers-Millias-Brown Act (effective 1/1/76)
- b. City Council Resolution No. 4066-71 as amended, "Employee Relations Resolution"
- c. Chapter 2.44 of the Garden Grove Municipal Code, revised, entitled Personnel System.

AGREED TO THIS 12th DAY OF SEPTEMBER 2017:

FOR THE CITY OF GARDEN GROVE:

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

JANY H. LEE
Human Resources Manager

Capt. WILLIAM STROHM
President

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. On-line courses from accredited institutions are acceptable.

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

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

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

Courses that duplicate previously taken courses are not eligible.

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

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

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

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

3. REIMBURSABLE EXPENSES

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

Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the California State University system with a maximum of \$2,800 per fiscal year will be available for reimbursement. The difference between the City's maximum reimbursement during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.

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

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

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

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

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

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

EDUCATION INCENTIVE

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

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

1. PROGRAM A - COLLEGE UNITS

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

Qualification

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

Continuation of Qualification

In order to maintain qualification of the respective Education Incentive Program, the employee must requalify every two (2) years by satisfactorily completing three (3) pre-approved, career-oriented semester or equivalent units prior to the conclusion of the two (2) year qualification period. Satisfactory completion means receiving a grade of "C" or better if course is graded, or "Credit" if no grade is given. These units must be pre-approved by the Qualification Committee and completed on the employee's off-duty time and at his own expense. Units will be approved if they meet the following guidelines: (1) are directly related to the employee's position, as

determined by the Qualification Committee; or, (2) are creditable units toward a college degree from an accredited college or university. Units earned through the Public Service Institute are not eligible for this program. Without prior approval by the Qualification Committee, no guarantee can be given that course work will be accepted for continuation of qualification in this program. Proof of completion of approved course work must be submitted to the Human Resources Department prior to the conclusion of the two (2) year qualification period in order to maintain uninterrupted payment of bonus pay. Forms for application of qualification for continuation of bonus pay shall be provided by Human Resources and must be completed by the employee and submitted to Human Resources with proof of qualification. A grade card, transcript, or appropriate form signed by the instructor shall serve as proof of qualification. The new two (2) year qualification period will run from the month/date of the initial qualification regardless of the date of the completion of the course, except if the employee fails to requalify.

If qualification for continuation is not maintained every two (2) years, payment of this incentive bonus pay will discontinue at the conclusion of the last-approved continuation period.

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

Conversion to Flat-rate Pay

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

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

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

Qualification

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

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

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

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

Qualification

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

Continuation of Qualification

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

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

Non-renewal Status

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

Disciplinary Appeals Procedure

GENERAL POLICY: The City is committed to following the principles of progressive discipline. Disciplinary actions should be designed to fit the nature of the problem. The particular action imposed shall depend on the severity of the misconduct, the particular factual circumstances involved and take into consideration other incidents with comparable circumstances. General Order # 19 will be used to manage progressive discipline.

PROVISIONS:

(a) Pre-Disciplinary Procedure

If an employee is to be suspended, receive a reduction in pay, be demoted or discharged, the employee shall:

1. Receive written notice of the intended action at least 7 days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based.
2. Receive copies of any known materials, reports or other documents upon which the intended action is based.
3. Be accorded the right to respond in writing within ten (10) days to the intended charges.
4. Be accorded the right to meet within a reasonable period of time with the Fire Chief or designee who has the authority to modify or eliminate the intended disciplinary action.
5. Be given the written decision of the Fire Chief or designee prior to the effective date of the disciplinary action.

(b) Appeal Process

The following appeals procedures are adopted by the parties pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act.

1. Definitions

- a. The term "firefighter" means an employee who is considered a firefighter under Government Code § 3251(a) as well as any firefighter who is a peace officer pursuant to Penal Code § 830.37. This includes all employees who are in this Unit.
- b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. Appeals Procedures – For Punitive Action As Defined By the FBOR

A firefighter shall be entitled to an appeal hearing before an Administrative Law Judge assigned from the Office of Administrative Hearings which shall be conducted in accordance with Chapter 5 (commencing with § 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

- a. Notice of Discipline as Accusation - The final notice of discipline which may be issued at the conclusion of the pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, *et seq.*
 - i. Pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.
 - ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, *et seq.* A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter concurrently with the notice of discipline.
- b. Administrative Law Judge - Pursuant to Government Code § 11512, the appeal will be heard by an administrative law judge
- c. Time and Place of Hearing- Pursuant to Government Code § 11508, unless otherwise decided by the administrative law judge, a hearing shall be conducted at City Hall or in another City facility at a time to be determined by administrative law judge with the input of the representatives of both the City and employee.
- d. Notice of the Hearing- A notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
- e. The burdens of proof and production of evidence shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.
- f. The proposed decision of the administrative law judge shall be in writing. Copies of the proposed decision shall be delivered to the parties by registered mail and accompanied by a proof of service
- g. Following receipt of the proposed decision, the City Council, or any designee (e.g., the City Manager) to the extent authorized by law, may take any of the actions set forth in Government Code § 11517(c)(2) A through E.
- h. Decision:

After the hearing, a decision will be submitted in writing within five (5) calendar days. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.5.

i. Decision to impose Discipline:

If, after the hearing, a decision is rendered which imposes discipline, pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

GARDEN GROVE FIRE FIGHTER/CITY
MEMORANDUM OF UNDERSTANDING
2017 - 2018
INDEX

	Article #	Section #	Page #
Absence Without Leave	V	10	19
Access to Work Area	I	3	3
Advisory Safety Committee	VI	2	21
Annual Leave	V	1	15
Annual Leave and Relief Procedures	V	2	16
Arson Investigator Shift Assignment Pay	II	9	7
Bereavement Leave	V	5	17
Bilingual Pay	II	10	7
Bulletin Boards	I	5	3
Cafeteria Plan	III	3	10
Compensatory Time Off	IV	6	13
Construction	VIII	2	24
Court Alert	IV	8	14
Disciplinary Notice Procedure	VII	4	22
Discrimination	I	8	4
Education Incentive	II	5	6
Emergency Call-Back	IV	7	13
Employment Medical/Physical Examination	VII	1	22
Equal Paychecks	II	11	7
Fire Captain Status	IV	5	13
FLSA Non Waiver of Right to Litigate	IV	11	14
FLSA Modifications	IV	10	14
Forty Hour Assignment Pay	II	7	7
Forty Hour Employees	IV	4	13
Fringe Benefit - Continuation	III	12	12
General Statement of Policy	I	1	3
Health Insurance	III	2	10
Holidays	V	3	16
Jury Duty	V	7	18
Labor Relations	I	4	3
Leave of Absence Without Pay	V	9	18
Liability Protection	I	9	4
Life Insurance	III	5	11
Long Term Disability	III	11	12
Longevity Pay	II	2	5
Medicare	III	6	11

	Article #	Section #	Page #
Mileage Allowance	III	8	12
Military Leave	V	6	17
Negotiation	VIII	4	24
Non-Industrial Disability Leave	V	11	20
Overtime – FLSA	IV	3	13
Overtime – Regular	IV	2	13
Paramedic Assignment Pay	II	4	6
Pay Period Adjustment	VII	6	23
Payroll Deductions	I	7	3
Personal Vehicles Storage	VII	7	23
Protective Clothing	VI	1	21
Reasonable Notice	I	6	3
Recognition	I	2	3
Retiree Medical Trust Fund	III	4	11
Retirement Plan	III	1	9
Salary Increases	II	3	6
Saving Clause	VIII	1	24
SCAQMD – Trip Reduction Plan	VII	5	22
Shift Adjustment Balance	II	12	8
Shift Exchange	VII	2	22
Shift/Station Assignment Labor/Management Committee	VII	3	22
Short Term Disability Leave	V	4	17
Social Security (FICA)	III	7	11
Term	VIII	3	24
Tiller Operator Pay	II	8	7
Time Off for Examinations	V	8	18
Training	IV	9	14
Tuition Reimbursement	II	6	7
Uniforms	III	9	12
Uniform Maintenance	III	10	12
Wages	II	1	5
Work Period	IV	1	13
EXHIBITS			
Education Incentive	Exhibit B	-	28
Tuition Reimbursement	Exhibit A	-	26