

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GARDEN GROVE
AND
THE GARDEN GROVE FIRE MANAGEMENT ASSOCIATION**

This Memorandum of Understanding ("MOU") is by and between the City of Garden Grove ("City") and the Garden Grove Fire Management Association ("Union").

WHEREAS, Union is the recognized employee organization for designated classifications of safety employees employed by the City in the City's Fire Department whose rights and interests are affected by the contracting of fire services and emergency medical services to the Orange County Fire Authority ("OCFA");

WHEREAS, the labor relationship between the Union and the City is governed, in part, by a Memorandum of Understanding and various side letter agreements ("City/Union MOU");

WHEREAS, at the request of Fire Fighters Local 2005, the City solicited a proposal from Orange County Fire Authority ("OCFA") to provide Fire Services and Emergency Medical Services ("Agreement") for the City;

WHEREAS, the City is currently evaluating a proposed Agreement for the Orange County Fire Authority ("OCFA") to provide fire services and emergency medical services, which, if agreed to and approved by the City, will result in the contracting out of firefighting and related services that the Union's members currently perform;

WHEREAS, the Union and the City have informally met and conferred to discuss issues associated with contracting out of fire services and related emergency medical services, and through such discussions have reached an agreement concerning the rights and entitlements of Union members in the event the City and OCFA enter into the Agreement for the contracting of fire services and emergency medical services;

WHEREAS, the Union and the City wish to memorialize their agreement and provide for certain rights and entitlements of Union members associated with the contracting out of fire services and emergency medical services;

NOW, THEREFORE, the parties to this MOU hereby agree as follows:

1. **Effective Date of Contracting Out of Fire Services to OCFA:** If an Agreement is reached between the City and OCFA, the City and Union have agreed that the effective date for the contracting of fire services and emergency medical services is August 16, 2019; provided, however, that if the transition does not occur on August 16, 2019, this MOU shall become null and void. In the event the City and OCFA agree to extend the transition date, the date of August 16, 2019 may be extended by mutual written agreement of the Union and the City and such extended date shall be

incorporated into this MOU and replace each instance where August 16, 2019 is referenced herein by such new date.

2. **Contracting out Firefighting and Emergency Medical Services:** The City and the Union agree that, effective August 16, 2019 at 8: a.m., the City shall be permitted to contract out firefighting and emergency medical services currently provided by the Union and its members, according to terms of the provisions of this MOU and the terms of the Agreement.

3. **Offer of Employment with OCFA:** All City Fire Department safety employees identified in Attachment B – Exhibit 1 of the Agreement shall be offered employment by the OCFA, at the rank and salary and under the terms and conditions specified in Section IX Personnel of the Agreement, including Attachment “B”, Attachment B – Exhibit 1, and Addendum to Attachment B- Leave Agreement, which are attached to this MOU as Exhibits 1 - 4 and incorporated herein and are thus part of this MOU between the parties. Members who accept employment with the OCFA are hereafter referred to as “transitioning employees.”

OCFA's offers of employment to the Union's members are contingent upon those members meeting the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement.

OCFA's offers of employment to the Union's members are also contingent upon those members passing a Live Scan background check pursuant to the terms and conditions specified in the OCFA Live Scan Disqualification Guidelines, attached to this MOU as Exhibit 5.

4. **Members Rejected Due to Industrial Injury or Medical Condition:** In the event the medical examination process reveals a medical condition that disqualifies the member from OCFA employment as a firefighter, the member may, in good faith, file a workers' compensation claim. The City agrees that it will accept claims that fall under the following Labor Code presumptions: 3212, 3212.1, 3212.6, 3212.8, and 3212.9.

Union members who are on leave pursuant to Labor Code section 4850 on the date of transition and who thus are not immediately offered an employment position by OCFA may continue to receive their Section 4850 payments for the duration of their statutory entitlement (up to one year) under the law. However, such individuals will not be considered employees of the City beyond the date of transition and not entitled to an employment position with the City after the transition effective date. Pursuant to subparagraph 4(a) below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

Union members who are off on a non-industrial injury or illness leave or who have exhausted their Labor Code 4850 benefits on the date of transition will be laid off from the City as of the date of the transition, and shall be paid for the accrued leave per

the existing MOU between the City and the Union. Pursuant to subparagraph 4(a) below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

a) Any member who fails to meet the standards for employment for OCFA employment on August 16, 2019 will be offered employment on the first occasion on which the member meets the standards, provided, however, OCFA shall not be obligated to offer any employment beyond August 16, 2020.

5. **Paid Leave Balances:** Members who transition to employment with OCFA will have the option of cashing out their accrued leave per the terms of the current City/Union MOU, or electing to have the CASH VALUE of their accrued leave balances transferred to a General Leave bank that the City will transfer to OCFA within fourteen (14) days after the Agreement effective date of August 16, 2019.

a) **Cash-out:** Members wishing to cash-out all, or a portion, of their eligible accrued annual leave balance must notify the City by no later than August 2, 2019.

b) **Transfer cash value of accrued leave:** The City will establish a General Leave bank for each transitioning employee who transitioned from a Garden Grove Fire Fighters Association position at the CITY. The leave bank will be funded with the CASH VALUE of the eligible accrued annual leave that the transitioning employee elects to have transferred to OCFA. The CASH VALUE of the General Leave Bank will be based on the value of the transitioning employees' accrued annual leave hours at the time of transition which will be calculated as follows: number of each transitioning employee's eligible accrued annual leave hours multiplied by the base salary hourly rate as specified in Section 5.F.vi of the City/Union MOU. Sick leave is ineligible for cash-out or transfer under the terms of the MOU between the City and the Fire Management Association.

Within fourteen (14) days after the transition date, the City will transfer the General Leave Bank to OCFA to administer. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU. Transitioning employees will be required to exhaust the balance of their OCFA accrued leave balances before using the General Leave bank. Employees may draw upon the General Leave bank for vacation or sick leave.

Upon a transitioning employee's request to utilize leave from the General Leave bank, OCFA will deduct from the General Bank leave bank the cash value of the number of leave hours requested, which will be calculated by the number of hours used multiplied by the base salary hourly rate in effect at the time the leave is used. On an annual basis, OCFA will provide each transitioning employee with a statement of the remaining CASH VALUE of the employee's General Leave bank account.

General Leave banks are not eligible for cash-out by OCFA in lieu of using said time during the transitioning employee's employment with OCFA. Any amounts

remaining in a transitioning employee's General Leave bank at the time of separation will be eligible for cash-out.

Pursuant to the terms of the Leave Agreement between the City and OCFA, attached as Exhibit 4 to this MOU, the cashability of the General Leave may be open to negotiation during negotiations for a successor MOU. Unless and until a cash-out option for the General Leave bank is agreed upon through the collective bargaining process, the General Leave bank is not eligible to be cashed-out by transitioning employees in lieu of using said time during their employment at OCFA. Any amounts remaining in the General Leave bank at the time of separation, for any reason, will be eligible for cash-out at the CASH VALUE as established at the time of transition.

6. No Agreement to Contract for Fire Services and Emergency Medical Services: In the event the City decides not to enter into an Agreement with OCFA, Union members shall continue their employment as employees of the City pursuant to the terms and conditions of the applicable MOU, rules and regulations. The parties shall resume negotiations on a successor MOU to the MOU that expired on December 31, 2018 as soon as practicable.

City of Garden Grove

Garden Grove Fire Management Assoc.

By: _____
City Manager, Scott C. Stiles

By: _____
Justin Truhill, President

Date: _____

Date: _____