

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GARDEN GROVE
AND
THE ORANGE COUNTY EMPLOYEE'S ASSOCIATION, GARDEN GROVE
CHAPTER**

This Memorandum of Understanding ("MOU") is by and between the City of Garden Grove ("City") and the Orange County Employee's Association, Garden Grove Chapter ("OCEA").

WHEREAS, OCEA is the recognized employee organization for designated classifications of employees employed by the City of Garden Grove, including: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary;

WHEREAS, the City is currently evaluating a proposed contract from Orange County Fire Authority ("OCFA") to provide Fire Services and Emergency Medical Services Agreement ("Agreement") which, if approved by the City, will result in the contracting out of the following OCEA positions which currently support the operation of the City's Fire Department: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary;

WHEREAS, OCEA 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 OCEA members in the event the City and OCFA enter into the Agreement for the contracting of fire services and emergency medical services;

WHEREAS, OCEA and the City wish to memorialize their agreement and provide for certain rights and entitlements of OCEA 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 OCFA 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 OCEA and the City and such extended date shall be incorporated into this MOU and replace each instance where August 16, 2019 is herein by such new date.
2. **Contracting out OCEA positions that support the City's Firefighting and Related Services:** The City and OCEA agree that, effective August 16, 2019 at 8:

a.m., the City shall be permitted to contract out OCEA positions that currently support the City's firefighting operation and are currently held by OCEA members, specifically the positions of: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary, according to the terms of this MOU.

3. **Offer of Employment with OCFA:** The following OCEA members will be offered employment with OCFA at the position and salary step that is closest to each member's salary at the City: Bryson P. Dahlheimer, Fire Prevention Specialist, Salary Step 1; Don T. Nguyen, Senior Fire Prevention Specialist, Salary Step 11, and Amanda M. Pollock, Administrative Assistant, Salary Step 6. The offer of employment will be contingent upon the 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.

a) **Deadline to accept offer of employment:** The offer of employment will remain open until June 30, 2019, after which the offer of employment with OCFA will be rescinded.

b) **New hire status:** OCEA members who accept a non-safety position with OCFA will be considered "new hires" and will serve a probationary period. All non-safety employees will follow the OCEA General/Supervisory Unit MOU. Bilingual pay and education incentive will be available based on application pursuant to the terms of OCFA MOU.

4. **Offer of Employment with the City:** OCFA has determined that it does not have a Fire Apparatus Mechanic position to offer OCEA member Jesse Guzman. The City agrees to appoint Mr. Guzman to the City position of Equipment Mechanic, at his current salary step as a Fire Apparatus Mechanic, effective 8:00 a.m. on August 16, 2019.

5. **Paid Leave Balances:** Members who transition to employment with OCFA will have the option of cashing out their accrued vacation, floating holiday hours and compensatory time off balances per the terms of the current City/OCEA 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 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 member who transitions to OCFA employment. The General Leave bank will be funded with the CASH VALUE of vacation, floating holiday hours and compensatory time off 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' eligible accrued leave hours at the time of transition which will

be calculated as follows: number of each transitioning employee's eligible accrued leave hours multiplied by the base salary hourly rate in effect during the last pay period.

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

d) **Sick Leave and Regular Holiday Hours:** Consistent with the terms of the MOU, any accrued, unused sick leave and regular holiday hours at the time the member transfers to OCFA is not eligible to be cashed-out and will be forfeited.

CITY OF GARDEN GROVE

Orange County Employee's Association,
Garden Grove Chapter ("OCEA")

By: _____
City Manager, Scott C. Stiles

By: _____
Aaron Peardon, Senior Labor
Relations Representative

Date: _____

Date: _____