

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING THE MEMORANDUM OF UNDERSTANDING ON SALARIES, WAGES, AND FRINGE BENEFITS FOR THE TERM 2018-2022 BY AND BETWEEN THE GARDEN GROVE POLICE ASSOCIATION AND THE CITY OF GARDEN GROVE

WHEREAS, the Parties are currently parties to a Memorandum of Understanding (MOU) with a term of July 1, 2018 – April 20, 2022; and

WHEREAS, the Parties wish to amend their MOU to update the Specialty Assignments under Salary and Compensation subsection 5; Work Schedules and Overtime subsection 6; and Working Conditions subsection 5; and

WHEREAS, the Parties wish to amend their MOU to update the Transfer Policy under Exhibit B; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

Section 1. That the Memorandum of Understanding on Salaries, Wages, and Fringe Benefits 2018-2022, by and between the Garden Grove Police Association and the City of Garden Grove as approved and adopted by the City Council in Resolution No. 9544-19 is hereby amended to read as follows:

ARTICLE II

SALARY AND COMPENSATION

5. POLICE OFFICER II, MASTER OFFICER II and CORPORAL II CLASSIFICATIONS

Effective in the pay period following July 1, 2019, the classifications/ranks of Police Officer II, Master Officer II and Corporal II shall be created.

An employee who is a Police Officer, Master Officer or Corporal who serves in the assignment in one of the following specialty units or position assignments for two years or more and who has a POST Intermediate or Advanced Certification shall be promoted to the applicable level II classification/rank when assigned back to Patrol.

1. Traffic Collision Investigator;
2. Detective;
3. Motorcycle Officer;
4. Special Investigations Investigator;
5. Youth Services Investigator;

6. Intelligence Officer;
7. K-9 Officer;
8. Gang Suppression Unit;
9. Gang Suppression Unit Investigator; ~~and~~
10. School Resource Officer; and
- ~~10-11. Community Impact Unit~~

ARTICLE IV

WORK SCHEDULES AND OVERTIME

6. ALTERNATIVE WORK SCHEDULES

a. 4/10 Plan

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

1. Gang Suppression Unit
2. Special Investigations Unit
3. Neighborhood Traffic Unit
4. Intelligence
5. Professional Standards Unit
6. Internal Affairs Sergeant
7. Property Detectives
8. Crimes against Persons Detectives
9. Youth Services Unit
10. ~~Career Criminal Apprehension Team~~ Community Impact Unit

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

ARTICLE VII: WORKING CONDITIONS

5. SPECIALTY UNIT ASSIGNMENT

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

Motorcycle Officer
Traffic Collision Investigator

Special Investigations Unit
Youth Services Unit
Crimes Against Persons Unit
Crimes Against Property Unit
Gang Suppression Unit
Gang Suppression Unit Investigator
K-9 Officer
Personnel Sergeant
Internal Affairs Sergeant
Community Impact Unit

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

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

EXHIBIT B

TRANSFER POLICY

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

Special Investigation Unit
Youth Services Unit
Investigation Unit
Motorcycle Officer
Traffic Collision Investigator
Gang Suppression Unit
Gang Suppression Unit Investigator
K-9
School Resource Unit
Community Impact Unit

3. Testing

For the purposes of transfers and testing, the following units shall each be considered as one unit: Youth Services and Investigation Unit; Motorcycle and Traffic Collision Investigator Unit; the Gang Suppression Unit and Gang Suppression Unit Investigator; the Special Investigation Unit; K-9 ~~and~~; School Resource Unit; and Community Impact Unit. Each unit will be tested separately as described below.

An In-house Review Panel consisting of one (1) lieutenant, preferably the division commander of the specialty unit being tested, and three (3) sergeants, preferably sergeants who have worked in or supervised officers in the units being tested, will be

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

6. Intra Unit Transfer

The Youth Services Unit and Investigation Unit shall be considered as one (1) unit. Motors (including Traffic Collision Investigator), Special Investigation, the Gang Suppression Unit (including Gang Suppression Unit Investigator), K-9, ~~and~~ School Resource Unit, and Community Impact Unit shall each be considered as ~~five (5)~~ six (6) separate units. These units will be tested for separately and have separate eligibility lists.

No employee will be allowed to transfer among the ~~six (6)~~ five (5) separate units without following this transfer procedure.

It is permissible for investigators assigned to Youth Services or Investigation, Gang Suppression Officer and Gang Suppression Investigator, and Motorcycle or Traffic Collision Investigators, to change assignments within these separate units without further testing.