

**MEMORANDUM OF UNDERSTANDING**

**between the**

**ANAHEIM FIREFIGHTERS ASSOCIATION, LOCAL  
NO. 2899**

**and the**

**CITY OF ANAHEIM**

**June 24, 2022 through June 19, 2025**

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## **ARTICLE 1 – PREAMBLE**

- 1.1 The wages, hours, and other terms and conditions of employment within the lawful scope of representation of the Anaheim Firefighters Association (hereinafter called “AFA”) have been agreed upon by representatives of the AFA and staff officials of City of Anaheim (hereinafter called “ANAHEIM”) and shall apply to all employees of ANAHEIM working in the classifications set forth in Appendix "B" (bargaining unit members). AFA agrees to recommend acceptance by bargaining unit members of all the terms and conditions of employment as set forth herein, and the staff officials of ANAHEIM agree to recommend to the City Council that all of terms and conditions of employment, as set forth herein, be approved pursuant to California Government Code §3505.1.

## **ARTICLE 2 – AFA RECOGNITION**

- 2.1 ANAHEIM hereby recognizes the AFA as the exclusively, recognized representative for all bargaining unit members (hereinafter referred to as “members and/or employees”) to the fullest extent allowable under California law applying to public employees. As public employees, such employees shall have the right to discuss individual problems of employment with ANAHEIM, provided that upon request of the employee, the AFA shall be kept fully informed and have the right to be present at all such meetings between ANAHEIM and the individual.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1 Management retains, exclusively, all its inherent rights, functions, duties, and responsibilities except where specifically limited to this ARTICLE. The rights of Management include, but are not limited to, the exclusive right to consider the merits, necessity, or organization of any service or activity provided by law, or administrative order; determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of ANAHEIM's operations; determine the methods, means, and personnel by which ANAHEIM's operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

- 3.2 ANAHEIM, in the exercise of its above enumerated rights, will not recommend any revision or modifications to this Memorandum (hereinafter called “MOU”) without first meeting and conferring in good faith on such recommendations with the AFA.
- 3.3 In cases of emergency when the City Council determines that an ordinance, resolution, rule or regulation must be adopted immediately, without prior notice or meeting with the AFA, ANAHEIM will provide such notice at the earliest practicable time following the adoption of such ordinance, resolution, rule, or regulation.
- 3.4 ANAHEIM shall not be required to meet and confer in good faith on any subject preempted by Federal or State law or by the City Charter nor shall ANAHEIM be required to meet and confer in good faith on Management or Employee Rights as herein defined. Proposed amendments to this ARTICLE are excluded from the scope of meeting and conferring.

**ARTICLE 4 – EMPLOYEE RIGHTS**

- 4.1 Employees shall have all rights granted to public employees under California law. Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with ANAHEIM. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by ANAHEIM or by any employee organization because of their exercise of these rights.

**ARTICLE 5 – CHECK-OFF**

- 5.1 ANAHEIM agrees to check-off for the payment of the regular monthly AFA dues, deduct such payment from the wages of all AFA members and employees when authorized to do so by the AFA, and remit such payments to the AFA in accordance with the terms of signed authorizations of such members and employees. The deduction of such dues and the remittal of same by ANAHEIM to the AFA shall constitute payment of said dues by such members and employees of the AFA.

## **ARTICLE 6 – AFA REPRESENTATIVES**

- 6.1 AFA representatives are those elected or appointed in accordance with the constitution and bylaws of the AFA.
  - 6.1.1 The AFA shall notify the City Management Representative, in writing, of the names and job classification titles of its officers, unit representatives, or other officials each time an election is held or new appointments are made.
  - 6.1.2 An employee elected or appointed as an officer, director, or representative of the AFA shall be required to work full-time in the employee's respective job classification.
  
- 6.2 Officers, directors, and representatives (subject to the provision of Section 6.1.2) of the AFA shall be permitted to visit employee work locations for the purpose of observing conditions under which employees are working, provided such visit shall not interfere with the normal operations of the department or with established safety requirements.
  - 6.2.1 Such officers, directors, and representatives shall not enter any work location without the knowledge of the appropriate manager.
  - 6.2.2 Solicitation of membership and all activities concerned with the internal management of the AFA, such as: collecting dues, holding membership meetings, preparation of petitions or grievance material, preparation of proposals, campaigning for office, conducting elections, and distributing literature, shall not be conducted at times during which involved employees are expected to provide service to ANAHEIM.
  
- 6.3 In the event that the AFA formally meets and confers with representatives of ANAHEIM on matters within the scope of representation during regular City business hours, a reasonable number of officers, directors, and representatives, or other officials of the AFA shall be allowed reasonable time off without loss of compensation or other benefits.
  - 6.3.1 Such officers, representatives, and officials shall not leave their duty or workstation or assignment without the knowledge of the appropriate manager.
  - 6.3.2 Such meetings are subject to scheduling in a manner consistent with operating needs and work schedules.
  
- 6.4 ANAHEIM shall furnish bulletin boards at mutually agreeable, specific locations for the purpose of posting notices pertaining to AFA business.
  - 6.4.1 All materials must be dated and must identify the AFA.

- 6.4.2 If the AFA does not abide by these positions, it will forfeit its right to have materials posted on ANAHEIM's bulletin boards.
- 6.5 ANAHEIM shall allow the AFA to conduct meetings in City facilities.
  - 6.5.1 Such meetings shall be scheduled in accordance with regulations governing use of public meeting rooms at City facilities.
- 6.6 ANAHEIM agrees that due to the unique work schedules of employees assigned to firefighter work, the officers, employee representatives, and officials of the AFA shall be allowed time off without loss of compensation or other benefits for activities concerned with the internal management of the AFA.
  - 6.6.1 ANAHEIM agrees to deposit in an Association Leave Bank two-hundred and fifty-six (256) hours the last pay period of each calendar year. The last pay period shall be defined as the pay period producing the last check for a calendar year. The two-hundred and fifty-six (256) hours shall be utilized, in the following calendar year, only for attendance by officers, employee representatives, and officials at regularly scheduled AFA Board meetings and General Membership meetings. Hours deposited to the Association Leave Bank under the provisions of this Section 6.6.1 that were not used during the calendar year shall not carry over to the next calendar year.
    - 6.6.1.1 For every Association Leave hour(s) utilized, the equivalent amount of hour(s) shall be deducted from the Association Leave Bank. For the purpose of this Section "equivalent amount" shall be understood to require that one hour of Association Leave be deducted from the Association Leave Bank for each hour of Association Leave taken.
    - 6.6.1.2 The Association Leave Bank is separate and apart from and in addition to time off without loss of compensation or other benefits allowed pursuant to Section 6.3, and the Union Leave described in Section 6.6.3.
    - 6.6.1.3 Regular, full-time employees with an average, regular work week of fifty-six (56) hours shall have four (4) hours of Paid Leave deducted from their Paid Leave balance the first pay period of each calendar year.
    - 6.6.1.4 The four (4) hours deducted from each employee's Paid Leave account shall be deposited in a Union Leave Bank to be used to receive time off without loss of compensation or other benefits by the officers, employee representatives and officials of the AFA or their designee to engage in any activity consistent with the lawful purposes of AFA.

- 6.6.1.5 For every Union Leave hour(s) utilized, the equivalent amount of hour(s) shall be deducted from the Union Leave Bank. For the purpose of this Section “equivalent amount” shall be understood to require that one hour of Union Leave be deducted from the Union Leave Bank for each hour of Union Leave taken.
- 6.6.1.6 The Union Leave Bank is separate and apart from and in addition to the time off without loss of compensation or other benefits allowed pursuant to Section 6.3, and the Association Leave described in Section 6.6.1.
- 6.6.1.7 All unused hours deposited to the Union Leave Bank under the provisions of this Section 6.6.2 shall carry over to the next calendar year.
- 6.6.2 ANAHEIM shall produce a monthly statement for the AFA of all Union Leave and Association Leave utilized. The statement shall include the date Leave was utilized, name of the employee using the Leave, the number of hours utilized that month, and the total number of hours used year to date.
- 6.6.3 Officers, employee representatives, and officials shall not leave their duty or workstation without the knowledge of the appropriate Battalion Chief.
- 6.6.4 Meetings are subject to scheduling in a manner consistent with operating needs and work schedules.

## **ARTICLE 7 – GENERAL**

- 7.1 Wages for the classifications shall be set forth in Appendix "B" attached to this MOU and by this reference made a part thereof.

## **ARTICLE 8 – CLASSIFICATION**

- 8.1 The Human Resources Director shall be responsible for recommending classification of all positions in the classified service on the basis of the kind and level of the duties and responsibilities of the positions, to the end that all positions in the same classification shall be sufficiently alike to permit use of a single descriptive title, the same qualification requirements, the same test of competence, and the same salary schedule.
  - 8.1.1 A job classification may contain one or more positions.
  - 8.1.2 Classification of all positions in the classified service shall require the approval of the City Manager.

- 8.2 A position may be reclassified on the basis of changes in or reevaluation of the duties, responsibilities, and/or qualification requirements of the position.
- 8.2.1 The Human Resources Director shall be responsible for recommending such reclassification as necessary.
- 8.2.2 A reclassification shall become effective upon action by the City Manager on a Personnel Action Form.
- 8.2.3 Incumbents may or may not be reclassified with their positions, based upon the recommendation of the Human Resources Director, the Fire Chief, and the approval of the City Manager.

### **ARTICLE 9 – APPROPRIATE SALARY STEP**

- 9.1 Regular, full-time employees in the classified service shall be eligible for consideration for merit pay increases as follows:
- 9.1.1 To the fifth (5<sup>th</sup>) step after completion of six (6) months of service in the fourth (4<sup>th</sup>) step.
- 9.1.2 To the sixth (6<sup>th</sup>) step after completion of six (6) months of service in the fifth (5<sup>th</sup>) step.
- 9.1.3 To the seventh (7<sup>th</sup>) step after completion of six (6) months of service in the sixth (6<sup>th</sup>) step.
- 9.1.4 To the eighth (8<sup>th</sup>) step after completion of six (6) months of service in the seventh (7<sup>th</sup>) step.
- 9.1.5 To the ninth (9<sup>th</sup>) step after completion of six (6) months of service in the eighth (8<sup>th</sup>) step.
- 9.1.6 To the tenth (10<sup>th</sup>) step after completion of twelve (12) months of service in the ninth (9<sup>th</sup>) step.
- 9.2 In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in performance of the employee's assigned duties, said employee may be given a special merit advancement to the next higher step without regard to the minimum length of service provisions contained in this ARTICLE upon the approval of the Fire Chief.
- 9.3 Certain job classifications in the classified service, upon recommendation of the Human Resources Director and approval of the City Council, shall be designated by the "S" before schedule numbers. Employees in these classifications shall be eligible for consideration for merit pay increases to the tenth (10<sup>th</sup>) step after six (6) months of service in the ninth (9<sup>th</sup>) step.

- 9.4 Merit pay increases shall be granted upon approval of the Fire Chief for continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of the employee's position.
- 9.4.1 The effective date of the merit pay increases shall be the first day of the pay period following approval as provided in Section 9.4 and completion of the minimum required service in the next lower step as provided in Section 9.1.
- 9.5 Newly hired employees shall normally be compensated at the lowest step of the salary schedule of the job classification for which they were hired. ANAHEIM may hire at a higher step in the salary schedule.
- 9.6 The provisions of this ARTICLE shall also apply to re-employed and reinstated employees.
- 9.7 An incumbent employee reclassified to a lower job classification shall retain the same regular hourly rate of pay and anniversary date for purposes of merit pay increases, or shall be placed in the step of the lower salary schedule closest to the incumbent's regular hourly rate of pay. If the top step of the salary schedule of the lower job classification is lower than the incumbent's regular hourly rate of pay, the regular hourly rate of pay shall be identified as the "Y" step of the lower salary schedule. An employee compensated at the "Y" step because of a downward reclassification shall remain in the "Y" step, until such time as the job classification is assigned to a salary schedule in which the top step is equivalent to or higher than the "Y" step, at which time the employee shall be placed in the top step.
- 9.8 An incumbent employee reclassified to an equivalent job classification shall retain the same regular hourly rate of pay and anniversary date for purposes of merit pay increases.
- 9.9 An employee who is promoted or reclassified to a higher job classification shall be placed in the step of the higher salary schedule that will provide a pay increase of not less than four percent (4%) except when the top step of the higher salary schedule provides a pay increase of less than four percent (4%), or when the bottom step of the higher salary schedule is more than four percent (4%) higher than the employee's current regular hourly rate of pay. The employee shall be given a new anniversary date for purposes of merit pay increases in accordance with the provisions of Section 9.1.
- 9.9.1 An employee shall be placed at the entry level step in the salary range when promoted to Firefighter.
- 9.10 An employee who is demoted shall be placed in the step of the lower salary schedule that will provide a reduction in pay of not less than four percent (4%). The employee shall be given a new anniversary date for purposes of merit pay increases in accordance with the provisions of Section 9.1.

- 9.11 An employee in a job classification which is assigned to a different salary schedule as a result of a pay adjustment shall retain the same salary step status in the newly authorized salary schedule and shall retain the same anniversary date for purposes of merit pay increases.
- 9.12 When more than one (1) personnel action involving changes in an employee's salary step status become effective on the same day, all such changes shall be in accordance with the provisions of the preceding Articles of this MOU, and shall take place in the following order of precedence: (1) adjustment to same salary step in newly authorized salary schedule; (2) merit pay advancement or reduction in salary step; (3) promotion, demotion, or reclassification.

**ARTICLE 10 – INCENTIVE PAY**

- 10.1 ANAHEIM and the AFA agree that incentive pay shall be in accordance with Appendix "B". Qualifications for incentive pay shall be established by the Fire Chief after meeting and conferring with the AFA.

**ARTICLE 11 – PREMIUM PAYS**

- 11.1 ANAHEIM and the AFA agree that wages for all classifications represented by the AFA shall be based on the salary relationships shown below.

CLASSIFICATION	COMPUTATION
Fire/Arson Investigator I (closest 40 hour rate)	1.125 x Firefighter I rate
Fire Captain II	1.332 x Firefighter I rate
Fire Engineer I	1.125 x Firefighter I rate
Firefighter I	1.00
Sr. Fire/Arson Investigator I (closest 40 hour rate)	1.30 x Firefighter I rate
Firefighter and Fire Engineer Level II's	1.025 x Level I rates
Firefighter and Fire Engineer Level III's	1.050 x Level I rates
Firefighter and Fire Engineer Level IV's	1.075 x Level I rates
Fire Captain Level III's	1.025 x Level II rates
Fire Captain Level IV's	1.050 x Level II rates
Paramedics Assignment	.15 x Firefighter I 10th Step

Hazardous Materials Assignment	.13 x Firefighter I 10th Step
Fire/Arson Investigation Assignment	.13 x Firefighter I 10th Step
Urban Search & Rescue Assignment	.075 x Firefighter I 10th Step
Training Company Assignment	.075 x Firefighter I 10th Step
SWAT Assignment	.075 x Firefighter I 10th Step

- 11.2 All applicants must possess at least the Level II incentive in order to compete for promotion to Fire Captain.
- 11.3 Employees assigned to an administrative duty schedule of forty (40) hours per week shall retain their educational incentive pay and special assignment pay, and shall receive ten percent (10%) of base pay as salary differential. To the extent permitted by law, the City agrees that it will report this pay as special compensation per Title 2 CCR Section 571(a)(2) and 571.1(b)(2) to CalPERS. However, it is CalPERS who ultimately makes the determination on whether this pay qualifies as special compensation.

**ARTICLE 12 – HOURS OF WORK AND PAY DAY**

- 12.1 The regular workweek for employees in the classified service in classifications listed in Appendix "B", with the exception of certain designated personnel, shall be fifty-six (56) hours.
  - 12.1.1 The regular work schedule for certain designated personnel in Fire Suppression, shall be eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle. The average work week of such designated personnel shall be defined as a fifty-six (56) hour work week.
  - 12.1.2 For all employees with a regular work week of fifty-six (56) hours, the monthly rate shall be the hourly rate times two-thousand, nine-hundred and twelve (2,912) hours divided by twelve (12) months.
- 12.2 For all employees with an average regular work week of forty (40) hours, the monthly rate shall be the hourly rate times two thousand eighty (2,080) hours divided by twelve (12) months.
- 12.3 Regular salaries and compensation of all ANAHEIM employees shall be paid on a bi-weekly basis.
- 12.4 Appendix "B" Wages shall reflect the employee's bi-weekly rate.

## **ARTICLE 13 – ADJUSTED HOURS**

- 13.1 A regular, full-time employee in the classified service with an average, regular work week of fifty-six (56) hours shall be eligible for one hundred twelve (112) hours bi-weekly pay when the employee is at work or on leave with pay for all regularly scheduled work shifts during the pay period. Such employees on leave without pay shall have twenty-four (24) hours deducted from the one hundred twelve (112) hours bi-weekly pay for each work shift not worked during a pay period. Such employees appointed other than at the beginning of a pay period, or separated other than at the end of a pay period shall be paid for actual hours worked or a maximum of one hundred twelve (112) hours, whichever is less

## **ARTICLE 14 – TEMPORARY UPGRADING OF EMPLOYEES**

- 14.1 Temporary upgrading shall be defined as the temporary assignment of an employee to work in a job classification which is assigned to a salary schedule higher than the employee's regular job classification.
- 14.2 If any employee is temporarily assigned to perform work at a position with a lower pay rate, the regular hourly rate of pay shall not be changed. Such temporary assignment of work shall be made at the discretion of ANAHEIM.
- 14.3 All holiday, vacation, sick leave, and paid leave shall be paid at an employee's regular hourly rate of pay.
- 14.4 ANAHEIM and the AFA agree that parallel moves may be made within classifications or positions left vacant in order to avoid the necessity of working an employee at a higher rated job classification.
- 14.5 The determination of those persons qualified to work in higher rated classifications shall be made at the sole discretion of ANAHEIM.
- 14.6 Under normal circumstances employees who are upgraded for a minimum of twelve (12) hours on a twenty-four (24) hour shift shall normally be upgraded in the following order:
- 14.6.1 On current eligibility list for the upgrade classification;
  - 14.6.2 Currently certified by the Fire Department for the upgrade classification;
  - 14.6.3 As designated by management.
- 14.7 Employees temporarily upgraded to the following job classifications shall receive seven and one-half percent (7.5%) of base pay as pay differential for all time worked in the higher job classification during normal working hours if they are assigned to work in the higher job classification for a period of four (4) working hours or longer. Employees temporarily upgraded to any of these job classifications shall receive seven

and one-half percent (7.5%) of base pay as pay differential for all time worked in the higher job classification during other than working hours.

Fire Captain II

Fire Engineer I

Fire/Arson Investigator I

14.8 Employees temporarily upgraded to a Paramedic, a Firefighter, Fire/Arson Investigator, or a Hazardous Materials assignment shall receive the appropriate assignment pay differential in accordance with Appendix "B" for all time worked in the specialty assignment, if they are assigned to work the specialty assignment for a period of four (4) working hours or longer and they meet the following conditions:

- a) The employee has previously served a minimum of one (1) year full-time in the specialty assignment, and
- b) The employee has maintained the required certification(s).

14.8.1 Such specialty assignment pay shall be in lieu of and not in addition to upgrade pay authorized under Section 14.7.

14.9 Employees temporarily upgraded to a management job classification shall receive seven and one-half percent (7.5%) of base pay as pay differential or the minimum rate of the management salary range whichever is higher. To the extent permitted by law, the City agrees that it will report this pay as special compensation per Title 2 CCR Section 571(a)(2) and 571.1(b)(2) to CalPERS. However, it is CalPERS who ultimately makes the determination on whether this pay qualifies as special compensation.

14.10 Upgrade to a vacant position shall be limited to six (6) months except in cases of extended leave without pay, industrial accident leave or leave without pay.

## ARTICLE 15 – PAYROLL

15.1 Deductions of authorized amounts may be made from employees' pay for the following purposes:

- 15.1.1 Withholding Tax;
- 15.1.2 Contributions to retirement benefits;
- 15.1.3 Contribution to survivors' benefits;
- 15.1.4 Payment of life insurance and accidental death and dismemberment insurance premium;
- 15.1.5 Payment of non-industrial disability insurance premium;
- 15.1.6 Payment of hospitalization and major medical insurance premium;
- 15.1.7 Contributions to the City Employees Annual Charities Fund Drive;
- 15.1.8 Payment of membership dues to the AFA; and
- 15.1.9 Other purposes as may be authorized by the City Council.

- 15.2 All employees must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

## **ARTICLE 16 – GENERAL**

- 16.1 It is hereby the declared personnel policy of ANAHEIM that:
- 16.1.1 Employment by ANAHEIM shall be based on merit and fitness, free of personal and political consideration;
  - 16.1.2 Appointments, promotions, and other actions requiring the application of the merit principle shall be based on systematic tests and/or evaluations;
  - 16.1.3 Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis;
  - 16.1.4 Tenure of employees shall be subject to good behavior, satisfactory work performance, necessity for the performance of work, and the availability of funds.
- 16.2 Any action concerning an employee's status of employment shall be processed on a Personnel Action Form. Such status shall become effective upon action by a management employee who has responsibility for authorizing such action. All full-time employees shall receive a true copy of any personnel action taken concerning their status of employment.
- 16.3 Job bulletins regarding classifications represented by the AFA shall be sent to the AFA during recruitment periods.
- 16.4 ANAHEIM shall be the sole judge of the testing, qualification, and acceptance procedures of all applicants for employment and promotion and ANAHEIM retains the right to reject any applicant for employment; PROVIDED, HOWEVER, that no test or qualification procedures utilized by ANAHEIM or refusal to accept for employment shall be done to discriminate for or against an applicant because of union or nonunion membership or because of race, color, creed, national origin, religion, sex, age, or physical disability, except where age or lack of physical disability is a bona fide occupational qualification.
- 16.5 ANAHEIM agrees to announce the procedure and weighted value of each test that will be utilized of each formal promotional examination ninety (90) or more days in advance of the last day to apply for any promotional recruitment.
- 16.6 ANAHEIM and the AFA agree that minimum qualifications for promotional examinations will be as designated by the Human Resources Director after consultation with the Fire Chief and that minimum qualifications of candidates applying for promotional examinations will be met by the last day to apply.

16.7 Employees selected for a Specialty Assignment as defined by the Fire Chief shall agree to a three (3) year minimum assignment to the Specialty Assignment.

16.7.1 The three (3) year minimum assignment may be waived if the employee is selected for a Specialty Assignment providing a higher incentive pay.

## **ARTICLE 17 – APPOINTMENTS AND PROMOTIONS**

17.1 Appointments and promotions shall be based on merit and fitness to be ascertained so far as practicable by competitive examinations. Examinations shall be used and conducted to aid in the selection of qualified employees, and shall consist of recognized selection techniques which will, in the opinion of ANAHEIM, test fairly the qualifications of candidates.

17.2 Minimum standards of employment for each job classification shall be established by ANAHEIM.

17.3 Vacancies in positions above the entry level shall be filled by promotion whenever one or more qualified candidates are available, except when a qualified, work disabled employee is placed in such position according to the Vocational Rehabilitation Administrative Regulation. Promotions shall be on a competitive basis except when the Human Resources Director finds that the number of employees qualified for promotion is insufficient to justify competition. Appropriate consideration shall be given to promotional candidates' qualification, record of performance, and seniority, in that order.

17.3.1 Advancement to a higher paid job classification shall constitute a promotion.

17.3.2 Employees promoted to Fire Engineer or Fire Captain shall be placed in the ninth (9<sup>th</sup>) step of the salary schedule.

17.3.3 Employees promoted to Fire Engineer or Fire Captain shall after six (6) months of service in the ninth (9<sup>th</sup>) step be placed in the tenth (10<sup>th</sup>) step of the salary schedule.

17.4 Examinations for appointments and promotions shall be in such form as will fairly test the abilities and aptitudes of candidates for the duties to be performed, so that such appointments and promotions will be solely based on qualifications without regard to race, color, national origin, religious or political affiliation or belief, membership in or attitude toward any employee organization, sex, age, or physical disability, except where sex, age, or lack of physical disability is a bona fide occupation qualification.

17.5 Candidates who qualify for employment or promotion shall be placed on an eligibility list for the appropriate job classification. At such times as a Fire Department management evaluation is included in the establishment of a promotional eligibility list, the list shall rank the eligible candidates in the order of final evaluation, and appointment from that list shall normally follow rank order.

- 17.5.1 Records Retention Period – At the minimum, ANAHEIM shall provide for the preservation of the rater's sheets and notes for the duration of the eligibility list, or for the duration of litigation if any.
- 17.6 The Fire Chief, with the concurrence of the Human Resources Director, may order names removed from an eligibility list for good and sufficient reasons.
- 17.7 In the absence of appropriate employment lists, a provisional appointment may be made by ANAHEIM of a person meeting the minimum qualifications for the position. An eligibility list shall be established within six (6) months for any regular, full-time position filled by provisional appointment. In the event that any provisional appointee fails to qualify on the eligibility list as established within six (6) months of the provisional appointment, said provisional appointee shall be terminated at the close of the first complete bi-weekly pay period following the establishment of the eligibility list.
- 17.8 Appointments to certain grant funded positions as designated by the City Manager may be made without competitive examinations and/or evaluations. In the event that a grant funded appointee fails to complete competitive examinations and/or evaluations and is not appointed to a City funded position during the period of employment under the grant, said grant funded appointee shall be terminated from ANAHEIM employment.

## **ARTICLE 18 – EMPLOYMENT LISTS**

- 18.1 Employment lists, in order of their priority, shall be re-employment lists and eligibility lists.
- 18.2 Eligibility lists shall be created in accordance with the provisions of ARTICLE 17 – APPOINTMENTS AND PROMOTIONS.
- 18.2.1 Eligibility lists may contain the names of one (1) or more persons eligible for employment.
- 18.2.2 Open competitive eligibility lists shall remain in effect for a period of one (1) year or until depleted. Eligibility lists containing less than three (3) names may be considered depleted. Eligibility lists may be extended by the Human Resources Director for a period not to exceed one (1) additional year.
- 18.2.3 Promotional eligibility lists shall remain in effect for a period of two (2) years or until depleted.

## **ARTICLE 19 – PROBATION**

- 19.1 Employees appointed from eligibility lists, reinstated employees, and employees reassigned, according to the Vocational Rehabilitation Administrative Regulation, shall be subject to a period of probation. The regular period of probation shall be twelve (12) months with the exception of the Firefighter I classification, which shall have a regular period of probation which begins on the date of appointment and ends twelve (12) months after completion of recruit training.
- 19.1.1 In the event an employee is assigned to light duty status or is absent from work due to a lengthy illness or injury or other reason resulting in protected leave time during the probationary period, said employee's probationary status may be extended beyond the regular period of probation in the amount of one complete bi-weekly pay period for each complete bi-weekly pay period assigned to light duty status or is absent due to such illness or injury or protected leave time.
- 19.1.2 Upon successful completion of a probationary period, an employee shall be granted regular status in the classification in which the probationary period is served.
- 19.2 The work and conduct of probationary employees shall be subject to close scrutiny and evaluation, and, if found to be below standards satisfactory to the appointing authority, the Fire Chief may reject the probationer at any time during the probationary period. Such rejections shall not be subject to review or appeal unless such a rejection is alleged to be contrary to the provisions of any state or federal laws.
- 19.2.1 An employee rejected during the probationary period from a position, to which the employee has been promoted or transferred, shall be returned to the classification in which the employee has regular status unless the reasons for the failure to complete the probationary period would be cause for dismissal, in which case the formal disciplinary process required by ARTICLE 23 – SALARY STEP REDUCTION, SUSPENSION, DEMOTION, AND DISMISSAL shall be followed.
- 19.3 An employee shall be retained beyond the end of the probationary period only if the Fire Chief affirms that the services of the employee have been found to be satisfactory.

## **ARTICLE 20 – OUTSIDE EMPLOYMENT**

- 20.1 An employee may engage in employment other than the employee's job with ANAHEIM, if the Fire Chief determines that such outside employment does not interfere with the performance of assigned duties and does not constitute a conflict of interest.

## **ARTICLE 21 – SERVICE AWARDS**

21.1 Service awards shall be presented to employees in classifications listed in Appendix "B" for:

Five (5) years of service;	Twenty-five (25) years of service;
Ten (10) years of service;	Thirty (30) years of service;
Fifteen (15) years of service;	Thirty-five (35) years of service;
Twenty (20) years of service;	Forty (40) years of service.

Such a service award shall also be presented to any employee upon retirement.

21.1.1 For purposes of this ARTICLE, the term "years of service" shall be defined as continuous, full-time service.

## **ARTICLE 22 – TRAINING**

22.1 The Human Resources Director shall encourage the improvement of service by providing employees with opportunities for training, including training for advancement and for general fitness for public service.

22.1.1 Reimbursement to employees for costs incurred for formalized training shall be in accordance with regulations established by the City Manager.

22.1.2 ANAHEIM agrees to pay the difference between a Class "B" and "C" Driver's License in the event a Class "B" license is state or department mandated and the employee receives such license after January 1, 1990.

22.1.3 ANAHEIM agrees to pay two hundred dollars (\$200) for each Paramedic Re-certification completed on or after July 6, 1990.

## **ARTICLE 23 – SALARY STEP REDUCTION, SUSPENSION, DEMOTION, AND DISMISSAL**

23.1 The tenure of every employee shall be conditioned on good behavior and satisfactory work performance. Any employee may be suspended, demoted, or dismissed for good and sufficient cause.

23.2 When in the judgment of the Fire Chief, an employee's work performance or conduct justifies disciplinary action short of demotion or dismissal, the employee may be:

23.2.1 Suspended without pay. Upon taking such action, the Fire Chief shall file with the employee and the Human Resources Director a written notification

containing a statement of the substantial reasons for the action. No employee shall be suspended for more than six (6) months at any one (1) time.

23.2.2 Reduced by one (1) or more salary steps on the basis of unsatisfactory work performance or conduct. The employee may be returned to former salary step at such time as deemed appropriate.

23.3 An employee may be demoted or dismissed upon recommendation of a Battalion Chief, whenever, in the judgment of the Battalion Chief, the employee's work or misconduct so warrants. Upon taking such action, the Fire Chief shall file with the employee and the Human Resources Director a written notification containing a statement of the substantial reasons for the action and the effective date of the action.

23.3.1 Employees in classifications listed in Appendix "B" may be placed on administrative leave with pay at the discretion of the Fire Chief; with the concurrence of the City Manager or Human Resources Director when the best interest of ANAHEIM is served by keeping employees suspected to have engaged in misconduct away from the work place.

23.4 An employee may appeal disciplinary actions under the provisions of ARTICLE 51 - GRIEVANCE PROCEDURE.

23.5 When an employee is dismissed as provided in this ARTICLE, ANAHEIM and the AFA agree to the following accelerated procedure under the provisions of ARTICLE 51 - GRIEVANCE PROCEDURE.

23.5.1 ANAHEIM and the AFA agree that only one (1) post-Skelly hearing by the Fire Chief or Deputy Chief shall be held. This hearing shall be held within ten (10) working days after the dismissal is grieved unless mutually extended.

23.5.2 If the grievance is then appealed to the Third Step to be submitted to an impartial arbitrator for a final and binding decision, ANAHEIM and the AFA agree to:

23.5.2.1 Develop a standing list of mutually approved arbitrators.

23.5.2.1.1 This list shall include no more than five (5) mutually approved arbitrators.

23.5.2.1.2 ANAHEIM and the AFA agree to re-establish the list of arbitrators once each year in January.

23.5.2.1.3 ANAHEIM and the AFA may remove arbitrators from this list at any time with mutual agreement.

23.5.2.2 Select the arbitrator from the standing list that has the earliest, reasonable available hearing date, unless the parties mutually agree to select another arbitrator from the list.

- 23.5.2.3 Stipulate to the following submission language when a dismissal is submitted to an impartial arbitrator. "Was (name of employee) dismissed for good and sufficient cause? If not, what shall the remedy be?"

## **ARTICLE 24 – LAYOFF AND RE-EMPLOYMENT**

- 24.1 Layoff for lack of work or lack of funds shall be on the basis of an evaluation of qualifications, and seniority within the affected job classification and the Fire Department.
- 24.1.1 An employee whose position has been abolished due to lack of work or lack of funds shall be reassigned by the Fire Chief to any position within the Fire Department in an equivalent or lower job classification for which the employee meets the minimum requirements and has department seniority over other employees in the job classification. If the employee whose position has been abolished does not have department seniority over other employees in equivalent or lower classifications, the employee may be reassigned by the Fire Chief to any vacant position within the Fire Department in an equivalent or lower job classification, for which the employee meets the minimum requirements. Employees so reassigned shall be placed in the salary step of the appropriate salary schedule closest to their base rate of pay. Employees so reassigned shall be reinstated to their former job classification and salary step status when positions in their former job classification within the Fire Department become vacant. Such reinstatement shall be on the basis of department seniority.
- 24.1.2 Whenever an employee whose position has been abolished cannot be reassigned to a vacant position within the Fire Department, the employee shall be reassigned by the City Manager to any vacant position in any other division or department in an equivalent or lower job classification for which the employee meets the minimum qualifications for employment. If an employee is reassigned to a vacant position within the employee's job classification in any other division or department, the employee shall retain the same rate of pay. If an employee is reassigned to a vacant position in an equivalent or lower job classification in any other division or department, the employee may be placed in the closest salary step of the appropriate salary schedule that does not provide an increase in salary. Employees reassigned to vacant positions in an equivalent or lower job classification in any other division or department shall be reinstated to their former job classification and salary step status when positions in their former job classification within the Fire Department become vacant. Such reinstatement shall be on the basis of department seniority.
- 24.2 Whenever an employee whose position has been abolished is not reassigned to any vacant position, the employee shall be placed on the re-employment list for the job classification. Persons on the re-employment list shall be re-employed with their

former salary step status when positions in their job classifications within the Fire Department from which they were laid off become vacant. Re-employment shall be on the basis of department seniority. Names on re-employment lists shall remain for a period not to exceed two (2) years.

- 24.3 Whenever an employee is reassigned to a vacant position in the same classification, an equivalent classification, or lower classification as herein provided, the employee shall retain the same anniversary date for purposes of merit pay increases.
- 24.4 Whenever an employee is reinstated to a vacant position in the former job classification, or re-employed as herein provided, the employee shall be given a new anniversary date for purposes of merit pay increases in accordance with the provisions of ARTICLE 9 – APPROPRIATE SALARY STEP.
  - 24.4.1 An employee reinstated from the re-employment list shall be considered to have continuous service and may be credited with the amount of accumulated sick leave the employee had accrued at the time of layoff if the employee elects to remit to ANAHEIM any payment received under the provisions of ARTICLE 34 – SICK LEAVE or ARTICLE 36 – PAID LEAVE PROGRAM.
- 24.5 The provisions of this ARTICLE shall apply only to regular, full-time employees in the classified service. Employees appointed to certain grant funded positions as designated by the City Manager under Section 17.8 and probationary employees shall be excluded from the provisions of this ARTICLE.

## **ARTICLE 25 – TRANSFER**

- 25.1 A change of an employee's place of employment, from one department to another, shall be considered a transfer. A transfer shall be initiated by request of the employee.
  - 25.1.1 A transferred employee shall retain the regular hourly rate of pay and anniversary date for purposes of merit pay increases.
  - 25.1.2 In order to be transferred to a job classification, with minimum standards of employment substantially different from those of the employee's own job classification, an employee shall be required to demonstrate eligibility for employment in accordance with the provisions of ARTICLE 17 – APPOINTMENTS AND PROMOTIONS and shall serve a new probationary period in accordance with the provisions of ARTICLE 19 – PROBATION.
- 25.2 Transfers for the betterment of employees and the best interests of ANAHEIM shall be encouraged by all echelons of management.

## **ARTICLE 26 – REINSTATEMENT**

- 26.1 An employee who terminates employment in good standing may be reinstated to a vacant position in the former job classification within one (1) year of the termination date without going through the competitive processes.
  - 26.1.1 An employee reinstated within thirty (30) days of the termination date shall be considered to have continuous service and shall be credited with the amount of accumulated sick leave the employee had at the time of termination. The employee shall be placed in the former salary step and shall retain the anniversary date for purposes of merit pay increases. If the anniversary date has occurred during the period of separation, the new anniversary date shall be the first day of the next bi-weekly pay period following reinstatement.
  - 26.1.2 An employee reinstated after thirty (30) days of the termination date may be considered to have broken service for purposes of salary step status, and shall be considered to have broken service for all other employee benefits.
- 26.2 An employee may be reinstated under the provisions of the Vocational Rehabilitation Administrative Regulation to any vacant position for which the employee meets the minimum qualifications.
- 26.3 The provisions of this ARTICLE shall apply to regular, full-time employees.

## **ARTICLE 27 – VOLUNTARY DEMOTION**

- 27.1 If an employee takes a voluntary demotion as a result of a downward reclassification, the salary step status shall be in accordance with the provisions of ARTICLE 9 – APPROPRIATE SALARY STEP.
- 27.2 Voluntary demotions as a result of impending layoff shall be in accordance with the provisions of ARTICLE 24 – LAYOFF AND RE-EMPLOYMENT.
- 27.3 An employee may request a voluntary demotion for any reason. Such voluntary demotion shall require the approval of ANAHEIM. An employee taking such voluntary demotion may be placed in any salary step of the appropriate salary schedule that does not provide an increase in salary. The employee shall be given a new anniversary date for purposes of merit pay increases in accordance with provisions of ARTICLE 9 – APPROPRIATE SALARY STEP. An employee taking such voluntary demotion to a classification the employee was promoted from, shall be returned to the salary step from which the employee was promoted and shall receive credit for time previously served at that salary step for purposes of determining anniversary date for merit pay increases.
  - 27.3.1 Voluntary demotions in accordance with the Vocational Rehabilitation Administrative Regulation shall be in accordance with the provisions of Section 27.3.

27.4 An employee who has taken a voluntary demotion to a lower job classification may be reinstated to a vacant position in the former job classification within one (1) year of the effective date of the voluntary demotion without re-qualifying by competitive processes.

27.4.1 An employee reinstated to the former job classification from a voluntary demotion shall retain the regular hourly rate of pay. If the employee's regular hourly rate of pay is not included in the salary schedule of the former job classification, the employee shall be placed in the salary step of that salary schedule which is closest to the regular hourly rate of pay. The employee shall retain the anniversary date for purposes of merit pay increases. However, if the employee is placed in the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), or sixth (6<sup>th</sup>) step of the salary schedule, the employee shall be eligible for a merit pay increase after six (6) months or the employee's regular anniversary date, whichever is sooner.

## **ARTICLE 28 – BEVREAVEMENT LEAVE**

28.1 In the event a death occurs in the family of a full-time employee, the employee shall be granted bereavement leave with pay for up to a maximum of twenty-four (24) working hours. Employees assigned to Fire Suppression (56 hour) shall be granted Bereavement Leave with pay for up to one (1) regularly scheduled shift for each occurrence.

28.2 Family member is defined as: spouse, registered domestic partner, child, parent, foster parent, step parent, sibling, grandparent, grandchild, parent-in-law, daughter-in-law or son-in-law of the employee or the employee's spouse or domestic partner.

28.3 Bereavement leave may be used only at the time a death occurs, or to make burial arrangements, and/or to attend funeral or memorial services.

28.4 As used in this ARTICLE, registered domestic partner means that a Declaration of Domestic Partnership has been filed with the California Secretary of State.

## **ARTICLE 29 – HOLIDAYS**

29.1 The following days shall be recognized as holidays, and regular full-time employees in the classified service with an average, regular work week of forty (40) hours shall have these holidays off with pay:

January 1st, New Year's Day

Third Monday in January, Martin Luther King's Birthday

Third Monday in February, President's Day

Last Monday in May, Memorial Day

July 4th, Independence Day

First Monday in September, Labor Day

November 11, Veteran's Day  
 Fourth Thursday in November, Thanksgiving Day  
 Friday after Thanksgiving  
 December 25th, Christmas Day  
 Every day designated by the City Council for a public feast, thanksgiving or holiday.

29.2 In the event that any of the above holidays fall on an employee's scheduled day off, said employee shall observe the preceding work day or the following work day as scheduled by the Fire Chief to provide maximum regular service to the public.

29.3 Employees may be required to work on any of the above holidays or days observed in lieu of those holidays. Any forty (40) hour employee required to work on any of the above holidays or days observed in lieu of those holidays shall receive additional compensation equivalent to one and one-half (1 1/2) times the employee's regular hourly rate of pay. Employees in the following job classifications shall be exempt from the provisions of this ARTICLE.

Fire Captain II	Firefighter I	Fire Engineer I
Fire Captain III	Firefighter II	Fire Engineer II
Fire Captain IV	Firefighter III	Fire Engineer III
	Firefighter IV	Fire Engineer IV

29.4 A fifty-six (56) hour employee, in any of the Fire Department job classifications listed in Section 29.3 above shall receive additional compensation equivalent to thirteen and four-tenths (13.4) hours of their regular bi-weekly compensation for each holiday listed in Section 29.1. Employees in these classifications shall have the option to accumulate thirteen and four-tenths (13.4) hours per holiday (for a maximum of one-hundred and thirty-four (134) hours per year). Under this option, any hours accrued cannot be used for time off. Any hours accrued will be paid off at the employee's regular hourly rate of pay as of the end of the pay period that includes October 1st. The regular hourly rate of pay shall be defined as the base hourly rate of pay plus the hourly assignment pay, including but not limited to, paramedic, 40-hour staff assignment, SWAT, hazardous materials, USAR, fire/arson investigator, and training assignment.

Selection of the holiday option shall be made by September 1st of each year. No employee who is on suspension or unpaid leave of absence during a holiday pay period shall receive additional compensation or accumulate hours during that pay period.

29.4.1 An employee who is on an approved Industrial Accident Leave of Absence shall receive additional compensation in accordance with the provisions of Section 29.4.

29.4.2 To the extent permitted by law, the City agrees that it will report this pay as special compensation per Title 2 CCR Section 571(a)(5) to CalPERS. However, it is CalPERS who ultimately makes the determination on whether this pay qualifies as special compensation.

29.5 In order to be eligible for holiday pay, a forty (40) hour employee must be either at work or on a paid leave of absence on the regularly scheduled work day immediately preceding the holiday, or day observed in lieu of the holiday, and the regularly scheduled work day immediately following the holiday or day observed in lieu of the holiday.

29.5.1 No forty (40) hour employee who is on suspension or unpaid leave of absence on either the regularly scheduled work day immediately preceding or immediately following the holiday or day observed in lieu of the holiday shall receive compensation for said holiday or day observed in lieu of the holiday.

### **ARTICLE 30 – INDUSTRIAL ACCIDENT LEAVE**

30.1 ANAHEIM will provide employees with Industrial Accident Leave as required by law.

### **ARTICLE 31 – JURY DUTY AND COURT APPEARANCES**

31.1 In the event a regular, full-time employee in the classified service is duly summoned to any court for the purpose of performing jury duty, the employee shall receive the regular hourly rate of pay for any regularly scheduled working hours spent in actual performance of such service.

31.1.1 Whenever an employee is duly summoned to appear as a witness, except where the employee is a litigant or a defendant in a criminal case or any action brought about as a result of the employee's own misconduct, the employee shall receive the regular hourly rate of pay for any regularly scheduled working hours spent in actual performance of such service.

31.1.2 Employees receiving witness fees shall remit such fees to the Collection Officer in order to be considered at work for payroll purposes during time spent as such witnesses.

### **ARTICLE 32 – LEAVE WITHOUT PAY**

32.1 Any employee who is absent from work and who is not on paid leave time shall be considered to be on leave without pay.

- 32.1.1 Regular, full-time employees in the classified service with an average, regular work week of forty (40) hours shall receive no compensation and shall accumulate no vacation or sick leave while on leave without pay.
- 32.1.2 Regular, full-time employees in the classified service with an average, regular work week of fifty-six (56) hours shall receive no compensation and shall accrue no paid leave while on leave without pay.
- 32.1.3 An employee who has need to be absent from work and who is not eligible for paid leave time may request to be placed on leave without pay. Leave without pay for a period not to exceed forty- eight (48) working hours may be granted by the employee's Battalion Chief. Leave without pay in excess of forty-eight (48) hours up to a maximum of six (6) months shall require the approval of the Fire Chief.
- 32.1.4 In the event that leave without pay is granted to an employee for reasons of illness or physical incapacity due to illness or injury, ANAHEIM shall continue to pay for any hospitalization and major medical insurance previously paid for by ANAHEIM for a maximum of six (6) complete months. ANAHEIM shall waive the payment of employee premiums for any ANAHEIM sponsored medical, dental, and life insurance benefit plans for a maximum of six (6) complete months.
- 32.1.5 An employee who is absent from work in excess of six (6) months on leave without pay shall be separated from ANAHEIM service. However, leave without pay may be extended at the request of the Fire Chief, and with the concurrence of the Human Resources Director, when there is reasonable sound medical reason to believe that the employee's return to work is likely.
- 32.1.6 An employee returning to work from leave without pay shall be placed in the same salary step the employee was in prior to such leave. If such leave was in excess of two (2) complete bi-weekly pay periods, the employee's anniversary date for purposes of merit pay increases shall be changed to conform with the provisions of ARTICLE 9 – APPROPRIATE SALARY STEP provided that the employee returns to a position in the same job class. If the employee returns to a position in a lower job classification, the employee's salary step status shall be determined in accordance with the provisions of ARTICLE 27 – VOLUNTARY DEMOTION.
- 32.1.7 An employee considered exempt under ARTICLE 38 – FAIR LABOR STANDARDS ACT, shall be granted paid time off to provide full pay for any work day when insufficient accrued leave time is available to cover the remainder of the day.

### **ARTICLE 33 – MILITARY LEAVE**

- 33.1 ANAHEM's policy relating to military leave and compensation, therefore, shall be in accordance with the provisions of the Military and Veterans Code of the State of California and with all Federal provisions (Public Law 93-508).
- 33.2 During any term of deployment, an employee shall be considered on leave without pay (LWOP), and shall receive no leave accruals.

### **ARTICLE 34 – SICK LEAVE**

- 34.1 Regular, full-time employees in the classified service with an average, regular work week of forty (40) hours shall receive annual sick leave with pay in accordance with the following provisions:
  - 34.1.1 An employee shall accrue paid sick leave at the rate of three (3) hours for each complete bi-weekly pay period.
  - 34.1.2 Paid sick leave shall continue to accrue in accordance with the above provisions during any period of leave with pay except that employees who remain on Industrial Accident Leave after exhausting State mandated 4850 benefits shall accumulate no sick leave.
  - 34.1.3 An employee requesting sick leave for an absence from work, as a result of any injury or disease which comes under the State of California Worker's Compensation Insurance and Safety Act after eligibility for Industrial Accident Leave has ended, shall receive maximum compensation from ANAHEIM in an amount equal to the difference between temporary disability payments mandated by the State of California Worker's Compensation Insurance and Safety Act and the regular hourly rate of pay.
  - 34.1.4 An employee shall have one-half (1/2) hour deducted from the accrued sick leave time for each one-half (1/2) hour of sick leave taken. An employee with a regular work day of eight (8) hours shall have eight (8) hours deducted from the accrued sick leave time for each regularly scheduled working day that the employee is on paid sick leave.
  - 34.1.5 The minimum amount of sick leave that may be taken at any given time shall be one-half (1/2) hour.
- 34.2 Sick leave that is accrued, but not taken, shall be accumulated.
  - 34.2.1 An employee shall be paid at the regular hourly rate of pay for all hours accumulated beyond one hundred seventy five (175) in each calendar year. Payment shall be made in January of each year, or upon the employee's

termination of employment for any reason. A maximum of one hundred seventy five (175) hours shall carry over from year to year.

- 34.2.2 ANAHEIM shall pay to an employee, upon the employee's termination of employment due to retirement in accordance with ARTICLE 52 – INSURANCE or layoff in accordance with ARTICLE 24 – LAYOFF AND RE-EMPLOYMENT, all hours accumulated up to the maximum of one hundred seventy five (175) hours that may be carried over from year to year. If an employee dies while employed, ANAHEIM shall pay to the employee's beneficiary, as designated by the Public Employee's Retirement System records, the cash equivalent of all hours accumulated up to the maximum of one hundred seventy five (175) hours that may be carried over from year to year.
- 34.3 An employee who has completed six (6) months as a regular, full-time employee and is continuously and totally disabled for more than ten (10) regularly scheduled work shifts, shall receive a disability benefit of net sixty percent (60%) of the employee's base rate of pay, after withholding taxes, and less deductible benefits. Such disability benefit shall continue during total disability, up to a maximum of six (6) months from date of disability.
- 34.3.1 Deductible benefits include salary or other compensation paid by any employer; Worker's Compensation Act or similar law including benefits for partial or total disability, whether permanent or temporary if benefits for partial or total disability, whether permanent or temporary if benefits being received are for the current disabling condition; a pension plan toward which ANAHEIM contributed.
- 34.3.2 Total disability means an employee's complete inability to engage in the employee's regular occupation.
- 34.3.3 Benefits are not payable unless the employee is regularly seen and treated by a licensed physician or medical practitioner who certifies to the continuing disability.
- 34.3.4 ANAHEIM shall waive the payment of employee premiums for any ANAHEIM sponsored medical, dental and life insurance benefit plans during any bi-weekly pay period during which short term disability benefits are paid.
- 34.4 In the event that any paid holiday occurs during a period when an employee is on paid sick leave, the holiday shall not be charged against the employee's accrued sick leave. The only sick leave hours that shall be charged against an employee's accrued sick leave shall be those hours that the employee is regularly scheduled to work.
- 34.5 An employee eligible for paid sick leave shall be granted such leave for the following reasons, in addition to any other reasons as required by law:

- 34.5.1 Illness of the employee or physical incapacity of the employee due to illness or injury.
- 34.5.2 Enforced quarantine of the employee in accordance with community health regulations.
- 34.5.3 Medical and dental appointments during work hours. Use of sick leave for scheduled medical and dental appointments shall require prior approval of the employee's Battalion Chief or the Fire Chief will be granted in accordance with the best interest of the Fire Department.
- 34.5.4 Temporary disabilities caused by pregnancy and childbirth.
- 34.5.5 Illness of the employee's immediate family.
- 34.6 An employee who cannot perform the employee's assigned duties due to illness or physical incapacity shall inform the Battalion Chief as soon as possible.
- 34.7 In the event that an employee is absent on sick leave in excess of twenty-four (24) consecutive working hours, the Fire Chief may require that the employee submit to him a written statement by a physician licensed by the State of California certifying that the employee's condition prevented the employee from performing the duties of the employee's position. Failure on the part of the employee to comply with such a requirement may be considered grounds for disciplinary action.
- 34.8 In the event that an employee becomes ill during working hours and is placed on paid sick leave prior to the close of the workday, such paid sick leave shall be calculated to the nearest hour.
- 34.9 If two (2) or more periods of total disability occur during the elimination period for the insured LTD plan, all such periods shall be considered as one period of continuous total disability under the following conditions:
  - 34.9.1 All periods of total disability must be due to the same cause or causes; and
  - 34.9.2 All recurring periods of total disability that qualify as one period of continuous total disability for the insured LTD plan, shall qualify as one (1) period of continuous total disability for the ANAHEIM Disability Plan and shall not require a new waiting period before ANAHEIM Disability Benefits will be paid; and
  - 34.9.3 Commencement of the benefit period for the insured LTD plan shall automatically terminate benefits from the ANAHEIM Disability Plan.

## ARTICLE 35 – VACATION

- 35.1 Regular, full-time employees in the classified service with an average, regular workweek of forty (40) hours shall receive annual vacation with pay in accordance with the following provisions:
- 35.1.1 For the first four (4) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of five and a quarter (5.25) hours for each complete bi-weekly pay period plus two (2) hours of paid vacation at the close of the final complete bi-weekly pay period of each fiscal year (138.5 hours or 17.3 working days per year). The maximum amount of vacation that may be accumulated shall be two hundred and seventy-seven (277) hours.
  - 35.1.2 Upon completion of four (4) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of six and a quarter (6.25) hours for each complete bi-weekly pay period (162.5 hours or 20.3 working days per year). The maximum amount of vacation that may be accumulated shall be three hundred and twenty-five (325) hours.
  - 35.1.3 Upon completion of eight (8) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of seven and a quarter (7.25) hours for each complete bi-weekly pay period (188.5 hours or 23.6 working days per year). The maximum amount of vacation that may be accumulated shall be three hundred and seventy-seven (377) hours.
  - 35.1.4 Upon completion of fourteen (14) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of eight and a quarter (8.25) hours for each complete bi-weekly pay period (214.5 hours or 26.8 working days per year). The maximum amount of vacation that may be accumulated shall be four hundred and twenty-nine (429) hours.
  - 35.1.5 Upon completion of nineteen (19) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of ten (10) hours for each complete bi-weekly pay period (260 hours or 32.5 working days per year). The maximum amount of vacation that may be accumulated shall be five hundred and twenty (520) hours.
  - 35.1.6 Upon completion of twenty-four (24) years of continuous, full-time service, employees shall accrue paid vacation at the rate of eleven (11) hours for each complete bi-weekly pay period (286 hours or 35.75 working days per year). The maximum amount of vacation that may be accumulated shall be five hundred and seventy-two (572) hours.
- 35.2 Paid vacations shall continue to accrue in accordance with the provisions of Section 35.1, during any period of leave with pay, except after exhausting State mandated 4850 benefits, an employee shall accumulate no vacation. All vacations shall be scheduled and taken in accordance with the best interests of ANAHEIM and the Fire Department.

- 35.3 An employee on an approved 4850 leave shall accrue and/or schedule vacation in accordance with the following:
- 35.3.1 When disability and accrued vacation occur concurrently, payment in lieu of vacation will be made bi-weekly for any vacation accrued during an approved 4850 leave.
  - 35.3.2 When disability and scheduled vacation occur concurrently, the previously scheduled vacation will be canceled.
- 35.4 The minimum amount of vacation that may be taken at any given time shall be one-half (1/2) hour.
- 35.4.1 The maximum amount of vacation that may be taken at any given time shall be that amount that has accrued to the employee concerned.
  - 35.4.2 An employee shall be eligible to take any accrued vacation upon completion of six (6) months of full-time service.
  - 35.4.3 Each employee shall have one-half (1/2) hour deducted from the accrued vacation time for each one-half (1/2) hour of vacation taken. Vacation which is accrued, but not taken, shall be accumulated.
- 35.5 Upon termination, an employee shall be compensated at the employee's regular hourly rate of pay for any vacation accrued but not taken, provided that the employee has successfully completed six (6) months of full-time service.
- 35.6 In the event that a recognized holiday occurs during an employee's vacation, the holiday shall not be charged against the employee's accrued vacation. The only vacation hours that shall be charged against an employee's accrued vacation shall be those hours that the employee is regularly scheduled to work.
- 35.7 An employee may request to be compensated for accrued vacation hours at any time throughout the year subject to the following provisions:
- 35.7.1 The employee must have used a minimum of forty (40) hours of vacation during the preceding twelve (12) months.
  - 35.7.2 The employee's vacation balance cannot drop below eighty (80) hours as the result of the request.
  - 35.7.3 The Fire Chief or the Chief's designee must approve the respective employee's request for vacation pay-off.
- 35.8 In the event an employee's work schedule changes from a forty (40) hour assignment to a fifty-six (56) hour assignment after June 29, 2007, the employee's Paid Leave account shall be credited with one (1) hour of Paid Leave for each complete pay period during which the employee was assigned to the forty (40) hour assignment, except that

there shall be no credit for time in a forty (40) hour assignment prior to June 29, 2007. Paid Leave credited to an employee's account pursuant to this Section shall be in addition to any other Paid Leave entitlement an employee may have under the provisions of Section 36.11 of this Agreement.

35.8.1 It is the intent of the parties that employees promoted out of the unit (e.g. to Battalion Chief) from a forty (40) hour assignment in a classification listed in Appendix "B" shall receive credit for time worked between June 29, 2007 and their date of promotion as described in Section 35.8 above upon returning to a fifty-six (56) hour assignment or as described in Section 35.9 below upon their separation from City service.

35.9 In the event an employee in a classification listed in Appendix "B" who is in a forty (40) hour assignment separates City service for any reason, the employee shall be credited with additional accrued vacation equal to the ratio of 40/56 (.7143) hours for each complete pay period during which the employee was assigned to the forty (40) hour assignment; except that there shall be no credit for time in the forty (40) hour assignment prior to June 29, 2007.

#### **ARTICLE 36 – PAID LEAVE PROGRAM**

36.1 Regular, full-time employees with an average, regular work week of fifty-six (56) hours will be entitled to paid leave benefits in accordance with to the following provisions:

36.1.1 For the first four (4) years of continuous, full-time service, such employees shall accrue paid leave at the rate of twelve and one-half (12.5) hours (which appears on the payroll stub as 12:30 hours) for each complete bi-weekly pay period (325 hours per year).

36.1.2 Upon completion of four (4) years of continuous, full-time service, such employees shall accrue paid leave at the rate of thirteen and one quarter (13.25) hours (which appears on the payroll stub as 13:15 hours) for each complete bi-weekly pay period (344.50 hours per year).

36.1.3 Upon completion of eight (8) years of continuous, full-time service, such employees shall accrue paid leave at the rate of fourteen and three quarters (14.75) hours (which appears on the payroll stub as 14:45 hours) for each complete bi-weekly pay period (383.50 hours per year).

36.1.4 Upon completion of fourteen (14) years of continuous, full-time service, such employees shall accrue paid leave at the rate of sixteen (16.00) hours (which appears on the payroll stub at 16:00 hours) for each complete bi-weekly pay period (416 hours per year).

36.1.5 Upon completion of nineteen (19) years of continuous, full-time service, such employees shall accrue paid leave at the rate of eighteen and one-half

(18.50) hours (which appears on the payroll stub as 18:30 hours) for each complete bi-weekly pay period (481 hours per year).

- 36.1.6 Upon completion of twenty-four (24) years of continuous, full-time service, such employees shall accrue paid leave at the rate of nineteen and one-half (19.50) hours (which appears on the payroll stub as 19:30 hours) for each complete bi-weekly pay period (507 hours per year).
- 36.2 An employee requesting paid leave time for an absence from work as a result of any injury or illness which comes under the State of California Worker's Compensation Insurance and Safety Act after eligibility for Industrial Accident Leave has ended shall receive maximum compensation from ANAHEIM in an amount equal to the difference between temporary disability payments mandated by the State of California Worker's Compensation Insurance and Safety Act and the regular hourly rate of pay.
- 36.3 Paid leave time shall continue to accrue in accordance with the above provisions during any period of leave with pay except that employees who remain on Industrial Accident Leave after exhausting State mandated 4850 benefits shall accumulate no paid leave time.
- 36.4 Paid leave time in excess of three (3) consecutive work shifts shall require the prior authorization of the Fire Chief or a certification from a licensed medical practitioner that the employee is disabled and unable to work. Paid leave time for reasons other than illness or injury shall be scheduled and taken in the best interests of ANAHEIM and the Fire Department. Failure on the part of the employee to comply with these requirements may be considered grounds for disciplinary action.
- 36.5 An employee shall have one-half (1/2) hour deducted from the accrued paid leave time for each one-half (1/2) hour of paid leave time taken.
- 36.6 The minimum amount of paid leave time that may be taken at any time is one-half (1/2) hour.
- 36.7 The maximum amount of paid leave time that may be taken at any time shall be that amount that has accrued to the employee.
- 36.8 An employee who utilizes paid leave time under the provisions of this ARTICLE shall inform their immediate supervisor of the fact and the reason as soon as possible and shall ensure that their position is manned in accordance with Fire Department operating policies.
- 36.9 In the event that an employee leaves work during working hours and is placed on paid leave time prior to the close of the work day, such paid leave time shall be calculated to the nearest hour.
- 36.10 Paid leave time which is accrued but not taken shall be paid under the following conditions:

- 36.10.1 Upon termination, the employee shall be paid for all hours accrued but not used in excess of two hundred forty five (245) hours. In the event the employee retires from ANAHEIM service, all hours accrued but not used shall be paid out at the employee's regular hourly rate of pay.
- 36.10.2 An employee shall be paid at the employee's regular hourly rate of pay for all paid leave time hours accrued but not used in excess of three hundred fifty (350) hours (or at the employees option in excess of seven hundred fifty (750) hours in each calendar year. Payment shall be made in January of each year.
- 36.10.3 An employee may be paid at the employee's regular hourly rate of pay for all or a portion of paid leave time hours accrued but not used in excess of two hundred forty-five (245) hours upon submission of a written and signed request to the Finance Department, Payroll Office. Requests submitted during any bi-weekly pay period shall be paid on the payday for that pay period. A maximum of four such payments shall be allowed each calendar year. When requested, such payments may be diverted to the employee's Deferred Compensation account, within limits established by law.
- 36.11 In the event an employee's work schedule changes from a forty (40) hour assignment to a fifty-six (56) hour assignment, the paid leave account shall be established as follows:
- 36.11.1 accumulated shall be added together, multiplied by the ratio of 56/40 (1.4), and rounded to the next highest whole hour.
- 36.11.2 Sick leave and The employee's paid leave account shall be credited with the hours resulting vacation hours from this calculation and shall be immediately available for use.
- 36.12 In the event an employee's work schedule changes from a fifty-six (56) hour assignment to a forty (40) hour assignment, paid leave accrued but not taken shall be converted as follows:
- 36.12.1 Hours in the employee's paid leave time account shall be reduced by multiplying the balance by the ratio of 40/56 (.7143) rounded to the next highest whole hour.
- 36.12.2 The employee's account balance for sick leave with pay shall be credited with all hours to a maximum of one hundred seventy five (175) and shall be available for immediate use.
- 36.12.3 The employee's account balance for vacation with pay shall be credited with any hours remaining and shall be immediately available for use.

- 36.13 Paid leave time shall be used under the provisions of this ARTICLE for absences as the result of a non-occupational illness or injury for up to ten (10) regularly scheduled work shifts per occurrence. In the event such an absence exceeds ten (10) regularly scheduled work shifts, an employee may, at the employee's option, use accrued paid leave time in lieu of the disability benefit described in Section 36.14 below. When exercising such an option, the employee shall exhaust all accrued paid leave time prior to receiving any disability benefit for the remainder of the Short Term Disability benefit period.
- 36.14 An employee who has completed six (6) months as a regular, full-time employee and is continuously and totally disabled for more than ten (10) regularly scheduled work shifts shall be eligible to receive a disability benefit of net sixty percent (60%) of the employee's base rate of pay, after withholding taxes and less deductible benefits. Such disability benefit shall continue during total disability up to a maximum of six (6) months from date of disability.
- 36.14.1 Deductible benefits include salary or other compensation paid by any employer, Worker's Compensation Act, or similar law including benefits for partial or total disability, whether permanent or temporary if benefits being received are for the current disabling condition; a pension plan toward which ANAHEIM contributed.
- 36.14.2 Total disability means an employee's complete inability to engage in the employee's regular occupation.
- 36.14.3 Benefits are not payable unless the employee is regularly seen and treated by a licensed physician or medical practitioner who certifies to the continuing disability.
- 36.15 If two (2) or more periods of total disability occur during the elimination period for the insured Long Term Disability plan (hereinafter called "LTD"), all such periods shall be considered as one period of continuous total disability under the following conditions:
- 36.15.1 All periods of total disability must be due to the same cause or causes; and
- 36.15.2 All recurring periods of total disability that qualify as one period of continuous total disability for the insured LTD plan, shall qualify as one period of continuous total disability for the ANAHEIM Disability Plan and shall not require a new waiting period before ANAHEIM Disability Benefits will be paid; and
- 36.15.3 Commencement of the benefit period for the insured LTD plan shall automatically terminate benefits from the ANAHEIM Disability Plan.

- 36.16 An employee who is continuously and totally disabled shall receive LTD benefits in accordance with the provisions of Section 52.3.

### **ARTICLE 37 – OVERTIME**

- 37.1 Regular, full-time employees in the classified service who work an average, regular work week of forty (40) hours who perform authorized work in excess of their normal work period, regular work week, work day or shift shall be compensated for such work at the rate of one and one-half (1 ½) times regular hourly rate of pay.
- 37.1.1 Overtime shall be calculated to the nearest one-quarter (1/4) hour of overtime worked, except any overtime of less than one-half (1/2) hour duration shall be calculated to the nearest one-half (1/2) hour.
- 37.1.2 All overtime must be authorized by the Battalion Chief.
- 37.1.3 Notwithstanding the above overtime provisions, there shall be no compensation for the time spent in attending meetings of any kind which are for the purpose of education or training unless such attendance is required by the Fire Chief or the Fire Chief's designated representative.
- 37.1.4 Paramedic training required for maintenance of certification or re- certification shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay (forty (40) hour rate).
- 37.2 Regular, full-time employees in the classified service with an average, regular work week of fifty-six (56) hours who perform authorized work in excess of their normal work period, regular work week, work day or shift, shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay (fifty-six (56) hour rate). For the purpose of this ARTICLE, special assignment pay shall be included in the regular hourly rate.
- 37.2.1 Overtime shall be calculated to the nearest one-quarter (1/4) hour of overtime worked, except any overtime of less than one-half (1/2) hour duration shall be calculated to the nearest one-half (1/2) hour.
- 37.2.2 All overtime must be authorized by the Battalion Chief.
- 37.2.3 Notwithstanding the above overtime provisions, there shall be no compensation for the time spent in attending meetings of any kind which are for the purpose of education or training unless such attendance is required by the Fire Chief or the Fire Chief's designated representative.

## **ARTICLE 38 – FAIR LABOR STANDARDS ACT**

- 38.1 ANAHEIM and the AFA agree on implementation of the Fair Labor Standards Act (FLSA) as follows:
- 38.1.1 Fire Captains, Fire Engineers and Firefighters are non-exempt under FLSA.
  - 38.1.2 All voluntary committee work by Fire Captains will be considered non-compensable.
- 38.2 ANAHEIM agrees not to increase staffing to eliminate overtime for situational staffing, except when a vacancy occurs due to a long-term injury where the treating physician certifies that the employee will be disabled for six (6) months or more or within ninety (90) days of an employee's written confirmation of a date of retirement.
- 38.3 ANAHEIM and the AFA agree that this ARTICLE shall be reopened for the purpose of negotiating all wages, hours, and terms and conditions of employment if, the Fair Labor Standards Act is amended to change the overtime standards.

## **ARTICLE 39 – BILINGUAL AND EDUCATION INCENTIVE PAY**

- 39.1 An employee required to speak, read, and/or write in Spanish or other languages designated by the Fire Chief, as well as English as part of the regular duties of the employee's position, will be compensated at the following rates:
- Firefighter I-IV - \$235.46 per bi-weekly pay period;
  - Fire Engineer I-IV - \$261.31 per bi-weekly pay period;
  - Fire Captain I-IV - \$297.69 per bi-weekly pay period;
  - Fire/Arson Investigator - \$261.31 per bi-weekly pay period;
  - Senior Fire/Arson Investigator - \$297.69 per bi-weekly pay period.
- 39.1.1 An employee receiving bilingual pay may be assigned and/or reassigned by the Fire Chief to positions to maximize the delivery of bilingual service based on Fire Department needs.
- 39.1.2 Employees currently receiving bilingual pay may be required to take a test of competency to re-certify eligibility for Bilingual Pay every three (3) years.
- 39.2 Educational Incentive Pay
- The City agrees to pay employees educational incentive pay as follows:
- 39.2.1 EDUCATIONAL INCENTIVE, LEVEL II
    - Firefighter II, Fire Engineer II, Fire Captain II (2 ½% Incentive Pay).

- Thirty semester (30) units of college level courses selected from the California Uniform Fire Science curriculum or thirty (30) semester units credit from M.I.C.U. Program.

#### 39.2.2 EDUCATIONAL INCENTIVE, LEVEL III

Firefighter III, Fire Engineer III, Fire Captain III (5% Educational Incentive Pay).

- Associate of Arts or Science (A.A. or A.S. Degree) in fire science, or M.I.C.U. Degree.

#### 39.2.3 EDUCATIONAL INCENTIVE, LEVEL IV

Firefighter IV, Fire Engineer IV, Fire Captain IV (7 ½% Educational Incentive Pay).

- Associate of Arts or Science (A.A. or A.S. Degree) in Fire Science or equivalent.
- Thirty (30) semester units or forty (40) quarter units of upper division classes from any of the following programs: Public Administration; Business Administration; Fire Science; Any approved equivalent program.

### **ARTICLE 40 – CALL OUT**

40.1 Call out compensation shall be in accordance with the following provisions:

40.1.1 All emergency call out time shall be calculated to the nearest one-quarter (1/4) hour of time worked.

40.1.2 Off duty forty (40) hour employees, a minimum of two (2) hours (including travel time) of pay at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay shall be guaranteed for each emergency call out.

40.1.3 Forty-five (45) minutes time shall be added to the time worked to compensate the employee for travel time incurred for each emergency call out.

40.1.4 Off duty fifty-six (56) hour employees who are called out for emergency work shall be guaranteed a minimum of four (4) hours work, calculated from the time of personal notification until the end of said work period, unless the work continues into the regular scheduled shift. Pay for such emergency work will be at the rate of one and one-half (1 1/2) times their regular hourly rate of pay.

- 40.2 An employee subpoenaed to appear during off-duty hours for court matters, within the scope of employment and who receive such subpoena after 5:00 P.M. of the calendar day prior to the date of court appearance, shall receive overtime compensation according to emergency call out provisions.
- 40.3 An employee subpoenaed to appear during off duty hours for court matters within the scope of employment and who receives such subpoena before 5:00 P.M. the calendar day prior to the date of court appearance shall receive overtime compensation according to the planned overtime provisions.
- 40.4 A minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay shall be guaranteed for prearranged overtime, except when such overtime occurs immediately before or after a regular work period.

#### **ARTICLE 41 – SHIFT DIFFERENTIALS**

- 41.1 All eight (8) hour shifts, regularly scheduled to begin at 3:00 P.M., or thereafter, but before 3:00 A.M., shall be designated as night shift.
  - 41.1.1 A premium of five percent (5%) of the employee's regular hourly rate of pay shall be paid for work performed in the night shift.
  - 41.1.2 A premium of five percent (5%) of the employee's regular hourly rate of pay shall be paid for each hour worked between 3:00 A.M. and 6:00 A.M
  - 41.1.3 When a shift premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the applicable shift premium.
  - 41.1.4 When an employee is required to work continuously without a break beyond the end of the night shift, the overtime rate shall be applied to the applicable shift premium.
- 41.2 Shift premium shall be payable only for hours actually worked and shall not be paid for non-work time, such as vacations, holidays, sick leave, etc.

#### **ARTICLE 42 – STAFFING**

- 42.1 ANAHEIM and the AFA agree that each Fire Company shall be assigned regular full-time personnel consisting of: three (3) Captains, three (3) Engineers, and six (6) Firefighters (i.e. fifteen (15) units would include forty-five (45) Captains, forty-five (45) Engineers, and ninety (90) Firefighters).
- 42.2 ANAHEIM and AFA agree to reduce the staffing level on three (3) apparatuses from four (4) person staffing as set forth in Section 42.1 to three (3) person staffing (i.e. one

(1) Captain, one (1) Engineer, and one (1) Firefighter per shift). Staffing shall consist of regular, full-time personnel.

42.3 ANAHEIM and AFA agree that AFA will be able to provide input in regards to the four (4) apparatuses specified above; however, ANAHEIM retains, exclusively, all its inherent rights, functions, duties, and responsibilities to determine which apparatuses shall be staffed with three (3) persons.

42.4 Excluding the provisions specified in Sections 42.2 and 42.3, for all remaining "in-service" apparatuses, at the time of this agreement, staffing shall be pursuant to Section 42.1.

42.4.1 With respect to any additional apparatuses placed into service by ANAHEIM, ANAHEIM shall retain, exclusively, all its inherent rights, functions, duties and responsibilities to determine the staffing level for each separate apparatus.

42.5 ANAHEIM and AFA agree to establish a minimum daily staffing of sixty-nine (69) suppression employees (FC, FE, FF).

42.5.1 The minimum daily staffing of sixty-nine (69) suppression employees shall be contingent upon the existing contract for Fire services between ANAHEIM and Disney. Should the contract for Fire services between ANAHEIM and Disney change or terminate, the minimum daily staffing shall be sixty-five (65) suppression employees (FC, FE, FF).

42.5.2 ANAHEIM and AFA agree to reopen on the subject of minimum daily staffing in the event ANAHEIM encounters a catastrophic fiscal emergency.

42.6 Regarding Sections 42.1 and 42.2 of the MOU, the PARTIES agree that if no Firefighters have made themselves voluntarily available on the Telestaff "pick-list," a Fire Engineer will be allowed to voluntarily downgrade and work in the Firefighter position. At no time shall a Fire Engineer be allowed to backfill in a Firefighter position if Firefighters are on the voluntary Telestaff "pick-list" and available to work; unless such Fire Engineer is mandated to perform work in a Firefighter position pursuant to Section 14.2 of the MOU.

42.6.1 If a Fire Engineer voluntarily downgrades and works in a Firefighter position, such employee shall be compensated at the regular hourly rate of pay, including specialty pay, as a Fire Engineer.

42.6.2 If there are no employees classified as a Fire Engineer or Firefighter who voluntarily sign up on the Telestaff "pick-list" and are available to work, then the rank in which the vacancy occurs shall be mandatory filled as identified in Lexipol Policy 214.

42.6.3 This provision shall only apply if there are nine (9) or more vacancies in the Firefighter rank (including vacancies created by Industrial Accident, modified

work, long- and short-term disability, and emergency staffing and emergency holdover).

### **ARTICLE 43 – SITUATIONAL STAFFING**

43.1 Employees in the following job classifications who are assigned to perform overtime work in accordance with the situational staffing concept shall be compensated for such overtime work at the rate of one and one-half (1 1/2) times their regular hourly rate of pay (fifty-six (56) hour rate). For the purpose of this ARTICLE only, special assignment pay shall be included in the regular hourly rate.

Fire Captain II	Fire Engineer I	Firefighter I
Fire Captain III	Fire Engineer II	Firefighter II
Fire Captain IV	Fire Engineer III	Firefighter III
	Fire Engineer IV	Firefighter IV

43.2 ANAHEIM and the AFA agree that if there are insufficient volunteers to meet appropriate staffing levels, as determined by ANAHEIM, ANAHEIM may require employees to work situational staffing shifts. In the event that additional fire companies are put in service during the term of this MOU, and ANAHEIM elects to staff these new companies by situational staffing; or if total suppression strength drops below one hundred seventy-one (171) employees; the AFA shall have the right to reopen the mandatory situational staffing issue.

### **ARTICLE 44 – HAZARDOUS MATERIALS PROGRAM**

44.1 Regular, full-time employees in the classified service shall be eligible to participate in the Hazardous Materials Program in accordance with the following provisions:

44.1.1 The Fire Department shall determine the standards and procedures for selection of employees assigned to the Hazardous Materials Program.

44.1.2 Upon successful completion of the Hazardous Materials Academy, each employee assigned to Hazardous Materials duties shall be eligible for Hazardous Materials Assignment Pay as outlined in ARTICLE 11 – PREMIUM PAYS.

44.1.3 The effective date of Hazardous Materials Assignment Pay shall be the first day of the pay period following beginning of the assignment.

- 44.1.4 Employees selected for the Hazardous Materials Program shall agree to a three (3) year minimum assignment to the Program.
  - 44.1.5 Employees assigned must successfully complete training to the level of Hazardous Materials Technician I.
  - 44.1.6 Employees assigned must agree to successfully complete any additional training as directed by the Fire Department.
  - 44.1.7 The number of employees assigned to the Program shall be determined by the Fire Chief.
  - 44.1.8 The assignment of duties of all employees in the Hazardous Materials Program shall be directed by the Fire Chief.
  - 44.1.9 Each employee assigned to the Hazardous Materials Program shall be eligible for a Haz-Mat baseline and medical surveillance examination upon entry into the program, annually while assigned to the program and upon exit from the program.
  - 44.1.10 Said examinations shall be by a physician recognized as a toxicologist knowledgeable in fire service illness and injury.
  - 44.1.11 Employees shall sign a disclosure form permitting the examining physician to notify the Fire Chief, or designee, that the employee is "Fit" or "Unfit" for duty.
  - 44.1.12 Employees exposed directly or indirectly to hazardous material may be tested with the needed toxicological examinations and shall receive medical treatment as required.
- 44.2 ANAHEIM agrees to continue this program unless it no longer is practical to do so. ANAHEIM agrees to notify the AFA of its intent to modify or to rescind this ARTICLE. If rescinded, all pay, benefits, and working conditions will automatically cease.

#### **ARTICLE 45 – STANDBY**

- 45.1 An employee assigned to standby duty for purposes of being on call to handle emergency situations, arising at times other than during normal working hours shall be guaranteed two (2) hours of pay at the regular hourly rate of pay for each calendar day of such standby duty.

## ARTICLE 46 – TRAVEL AND MILEAGE EXPENSE

- 46.1 ANAHEIM's mileage reimbursement rate will be the standard mileage rate established by the Internal Revenue Service.
- 46.2 Any increase or decrease shall be effective the first day of the second month after the date of the publication by the Internal Revenue Service.
- 46.3 All requests for mileage reimbursement shall include the date, point of departure, point of destination, and the actual miles traveled. Actual miles traveled shall be measured from the work site to the destination to the work site. If travel originates from home, then a base mileage rate of home to work site and/or work site to home will be subtracted from total miles traveled and the net mileage reported for reimbursement.
- 46.4 Hotels and Meal Reimbursement
- 46.4.1 ANAHEIM will reimburse rates for lodging and meals within the primary destination and county as identified per the GSA.gov website.
- 46.4.2 When feasible, and at the discretion of the Strike Team Leader, personnel will be provided a hotel room during the incident rest period when assigned as part of a strike team or overhead assignment. Each room will house two (2) personnel unless rooms with two beds are unavailable at the hotel. The room cost including taxes shall not exceed the current General Services Administration (“GSA”) lodging rate.
- 46.4.3 In the event that meals are not provided by the incident and/or while traveling to and from the incident, a City purchasing card can be used for meals purchased in an amount not to exceed the current GSA meal rate. Personnel shall not seek reimbursement or utilize City purchasing cards when meals are provided by the incident.
- During the incident rest period and when assigned a hotel room, a City purchasing card can be used for meals purchased in an amount not to exceed the current GSA meal rate.
- 46.4.4 Whenever possible, a City purchasing card will be used prior to using personal credit cards or cash to purchase hotel rooms and meals with the understanding that the GSA lodging and meal rate limits shall apply. If a City purchasing card is unavailable, a personal credit card or cash may be used and the user will be reimbursed up to the current GSA lodging and meal rates listed on the GSA.gov website.

## **ARTICLE 47 – TOBACCO PRODUCTS**

- 47.1 ANAHEIM and the AFA agree that all employees hired after February 1, 1988 (02-01-88), in classifications listed in Appendix "B", as a condition of employment with ANAHEIM agree to not use tobacco products at any time during their tenure.

## **ARTICLE 48 – COMMUNICABLE DISEASES**

- 48.1 ANAHEIM and the AFA recognize that firefighting personnel are exposed to a higher than average risk from Communicable Disease; therefore, those personnel exposed to such risks should submit Industrial Accident claims with as much information as available, within twenty-four (24) hours of occurrence or as soon as known. ANAHEIM agrees to process such claims within seven (7) days of submission.
- 48.2 ANAHEIM agrees to make available to all employees in Appendix "B", any preventative vaccines approved by the Fire Chief.

## **ARTICLE 49 – UNIFORMS AND LAUNDRY**

- 49.1 ANAHEIM shall provide new employees two (2) new NOMEX II uniform sets, one (1) regulation uniform jacket with cloth badge and one (1) regulation uniform belt, leather boots, and other required articles.
- 49.2 ANAHEIM shall provide annually (each September), to every employee working in a classification listed in Appendix "B", two (2) items from the list below, or two (2) of the same items below (excluding leather turnout boots), at the employees option:
- (1) One (1) Nomex II Uniform set
  - (2) One (1) Dual Compliant Wildland Pant
  - (3) One (1) Class B Uniform set
  - (4) One (1) Pair of Wildland Boots
  - (5) One (1) Uniform Jacket (511 or Workrite)
  - (6) One (1) Pair of Leather Structure Boots
  - (7) One (1) Job Shirt

49.2.1 All items shall be according to Anaheim Fire & Rescue Specifications.

- 49.3 ANAHEIM agrees to pay every employee, working in a classification listed in Appendix "B," five hundred dollars (\$500) per year as compensation for the purchase, maintenance, and laundry of approved work shirts, pants, tee-shirts, sport shoes, sheets, and pillow cases. Such payment shall occur in the first pay period of each calendar year. To the extent permitted by law, the City shall report this pay to CalPERS as special compensation per Title 2, CCR Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

- 49.4 ANAHEIM shall provide one (1) class "B" uniform to every employee working in a classification listed in Appendix "B". ANAHEIM shall provide two (2) new NOMEX II uniform sets with uniform patch and embroidered name tag to every employee working in a classification listed in Appendix "B", and, if needed, one (1) regulation uniform jacket with cloth badge, uniform patch, and embroidered name tag.

#### **ARTICLE 50 – CONSECUTIVE SHIFT RULE**

- 50.1 ANAHEIM and the AFA agree that no employee shall work in excess of five (5) consecutive work shifts (one-hundred twenty (120) hours). Both parties agree that employees may be required to continue work or return to work in excess of five (5) consecutive work shifts (one-hundred twenty (120) hours) during any emergency situation.
- 50.2 An employee shall be off work for twenty-four (24) consecutive hours in order for the Consecutive Shift rule to reset. During any one-hundred and forty-four (144) consecutive hours employees must be off from work for at least twenty-four (24) consecutive hours.

#### **ARTICLE 51 – GRIEVANCE PROCEDURE**

- 51.1 Any alleged violation of the terms and conditions of this Memorandum or any alleged improper treatment of an employee, or any alleged violation of commonly accepted safety practices and procedures shall be considered to be a matter subject to review through the grievance procedure and settled in accordance with the provisions of this ARTICLE.
- 51.1.1 In those instances where the discipline imposed is other than salary step reduction, suspension, demotion, or dismissal, either the AFA or the affected employee, may submit a written request for a review of the disciplinary actions through an administrative review procedure.

51.1.1.1 Administrative Review Procedure:

The written request must be submitted to the Fire Chief within fourteen (14) calendar days after receipt of notice by the employee of the disciplinary action. The Fire Chief shall conduct an administrative review within fourteen (14) calendar days of submission of the written request.

The Fire Chief shall review the disciplinary action and may affirm, reverse, or modify as deemed appropriate the disciplinary action. The Chief's determination shall be delivered in writing within fourteen (14) calendar days after

the administrative review. The Chief's determination shall be final and binding.

- 51.1.2 Supervisory log entries shall not be subject to review through the grievance procedure nor through the administrative review procedure set forth in Section 51.1.1.1.
- 51.1.3 Section 23.5 provides for an accelerated procedure under the provisions of this ARTICLE when an employee is dismissed.
- 51.2 Any violation of this MOU as alleged by ANAHEIM shall be resolved between authorized representatives of ANAHEIM and the AFA. In the event that the parties cannot resolve the dispute, the dispute shall, upon the request of either party, be referred to the arbitrator for a final and binding decision.
- 51.3 Employees shall have the right to be represented in grievance matters in the following manner:
  - 51.3.1 Employees shall have the right to represent themselves individually in grievance matters.
  - 51.3.2 Employees may designate a representative to represent them in grievance matters.
  - 51.3.3 No supervisor shall be represented in grievance matters by a subordinate employee.
  - 51.3.4 No employee shall be represented in grievance matters by the employee's supervisor.
- 51.4 All expenses of any arbitration shall be borne equally by ANAHEIM and the AFA.
- 51.5 Employee grievances shall be handled in the following manner:
  - 51.5.1 First Step. An attempt shall be made to adjust all grievances on an informal basis between the employee and/or the employee's designated representative and a supervisor in the employee's chain of command, up to and including the Battalion Chief, within thirty (30) calendar days after the occurrence of the incident causing the grievance. The Battalion Chief shall deliver an answer within fifteen (15) calendar days after submission of the grievance.
    - 51.5.1.1 Grievances resulting from the actions of a department other than an employees work unit shall be heard by an appropriate administrative manager from that department.
  - 51.5.2 Second Step. If the grievance is not satisfactorily adjusted in the First Step, it shall be submitted in writing to the Fire Chief within fifteen (15) calendar days

after the Battalion Chief's answer is received by the employee and/or the employee's designated representative. The Fire Chief shall meet with the employee and/or the employee's designated representative within fifteen (15) calendar days after submission of the grievance to the Fire Chief. The Fire Chief shall review the grievance and may affirm, reverse, or modify as deemed appropriate, the disposition made at the First Step and shall deliver the Second Step answer to the employee and/or the employee's designated representative within fifteen (15) calendar days after said meeting.

51.5.2.1 Grievances resulting from the actions of a department other than an employee's work unit shall be heard by an appropriate Administrative or Executive Manager from that department.

51.5.3 Third Step. If the grievance is not satisfactorily adjusted in the Second Step it may be submitted in writing to Arbitration.

51.5.3.1 The parties may mutually agree to submit a grievance to non-binding mediation, prior to submission to arbitration. This language is not intended to impede or delay the arbitration process.

51.5.4 In order to request arbitration, the grievant and/or the employee's representative shall serve written notice to the other party within thirty (30) calendar days after the Second Step answer specifying the grievance to be submitted. The parties shall thereafter attempt to resolve the issue and select the arbitrator. If an arbitrator cannot be agreed upon the parties shall request a panel from the American Arbitration Association.

51.6 The arbitrator's decision shall be final and binding on both parties, it being agreed that the arbitrator shall have no powers to add to or subtract from nor to modify any of the terms of any MOU between the parties and that the arbitrator's award shall be consistent with and controlled by this MOU, Ordinances and Charter of ANAHEIM, and the laws and Constitution of the State of California.

51.7 The arbitrator will be requested by the parties to render a decision in writing as quickly as possible but in no event later than thirty (30) days after the conclusion of the hearings, unless the parties agree otherwise.

51.8 Any grievance not presented and/or carried forward by the employee and/or the employee's designated representative within the time limits specified in Sections 51.5.1, 51.5.2, and 51.5.4 shall be deemed null and void, provided, however, the employee and/or the employee's designated representative and the ANAHEIM representative may agree to continue said time limits. In the absence of an agreement to continue time limits, a grievance not responded to by ANAHEIM within time limits specified in Sections 51.5.1 or 51.5.2 may, at the discretion of the AFA, be advanced to the next Step.

- 51.9 Any adoption, deletion, or revision of ANAHEIM policy as may be suggested or recommended by any employee or employee organization shall not be considered to be a matter subject to review through the grievance procedure.
- 51.10 In the case of salary step reduction, suspension, demotion, or dismissal, the arbitrator is empowered to make an award up to and including making the employee whole for any economic loss suffered.

## ARTICLE 52 – INSURANCE

### 52.1 Health Plans

52.1.1 ANAHEIM agrees to offer the prepaid and/or insurance health plans recommended by the Joint Committee on Medical Programs and approved by the City Council. Health Maintenance Organization (hereinafter called “HMO”) benefit schedules shall be standardized to the extent possible.

52.1.1.1 All eligible employee must enroll in a medical and dental plan offered by the City or show acceptable proof of alternate coverage. Any employee who fails to elect medical and dental plan coverage by the end of the enrollment period will be automatically enrolled by ANAHEIM in a single party coverage for medical and dental plan with the lowest monthly ANAHEIM contribution.

52.1.2 ANAHEIM shall increase its contribution to the premiums for the various health plans each January. This contribution shall be based on the Consumer Price Index, All Items – Urban Wage Earners and Clerical Employees (CPI-W), for the area identified as Los Angeles – Riverside – Orange County. The increase in ANAHEIM's contribution shall be equal to the percent change for the year ending May of the prior calendar year plus seventy-five percent (75%) of any amount above the CPI-W. (For example, the City's increase in contribution for calendar year 2003 shall equal the percent change in the CPI-W for the year ending May 2002, plus seventy-five percent (75%) of the amount of the health premium increase that exceeds the percent change in the CPI-W for the year ending May 2002).

52.1.2.1 Employees who are covered by other health plans may present proof of such coverage in order to receive one hundred twenty five dollars (\$125) per month in lieu of health benefits provided herein. This shall apply to the dependent spouse of married Anaheim employee couples. In the event an employee who has elected this option loses health coverage for any reason, and notifies ANAHEIM of such loss within thirty (30) calendar days, the employee may enroll immediately in any plan offered by ANAHEIM. Employees may re-elect the "opt-out" option annually during open enrollment, or may enroll in a City sponsored health plan.

- 52.1.3 Married City employee couples shall have the option to elect the "opt-out" for the dependent spouse as described in Section 52.1.3.1 or to direct the City to increase its normal contribution towards health coverage by an amount up to the City's contribution towards single-party coverage.
- 52.1.4 Proof of marriage will be required of all employees enrolled in any City health plan to enroll a dependent spouse. ANAHEIM shall provide health coverage to couples who have filed a Declaration of Domestic Partnership with the California Secretary of State ("Registered Domestic Partners").
- 52.1.5 The Master contract between ANAHEIM and the plan administrator shall govern in the event of any disputes over any matter within the provisions of the contract.
- 52.1.6 The benefit schedules for the prepaid HMO health plans will not be modified unilaterally by ANAHEIM, except that each company may, from time to time, make revisions to master contract language or impose minor benefit modifications.
- 52.1.7 At the sole discretion of the City, the PARTIES agree to reopen during the term of this Agreement on Health Insurance as a result of any changes to the Federal Affordable Healthcare Act.

## 52.2 Life Insurance

- 52.2.1 In the event that eligible survivors of an employee who died as the direct and proximate result of personal injury sustained in the line of duty elects to continue health benefit coverage under COBRA, ANAHEIM shall continue to pay for any hospitalization and major medical insurance previously paid for by ANAHEIM for a maximum of thirty-six (36) complete months or until survivors are eligible for health benefit coverage by another employer, whichever occurs first. The survivors will pay \$1.00 per month for the coverage. In addition, if as a result of Government Code Section 22820, benefits to the survivors are paid for by another party (e.g., the State of California) the City will not be responsible for paying for the coverage even for the initial thirty-six (36) months.
- 52.2.2 ANAHEIM agrees to provide fifty thousand dollars (\$50,000) of Basic group term life insurance during the term of this MOU.
  - 52.2.2.1 ANAHEIM agrees to provide supplemental term life insurance of up to four hundred fifty thousand dollars (\$450,000) in increments of fifty thousand dollars (\$50,000). One hundred percent (100%) of the cost of the supplemental term life insurance shall be paid by the employee.

52.2.3 Dependent coverage with an insurance volume of ten thousand dollars (\$10,000) per dependent may be added to the life insurance coverage at the option of the employee.

52.2.4 ANAHEIM shall contribute one-half (1/2) of the cost of the premium for the group term life insurance and dependent coverage. The employee shall contribute the difference between the ANAHEIM contribution and the total premium cost.

52.2.4.1 AFA and ANAHEIM agree that effective July 1, 2002, the employee's contribution for the premium for the group term life insurance for the employee shall be paid from the Life Insurance Rebate account. ANAHEIM shall continue to contribute one-half the cost of the premium for the dependent coverage and the employee shall continue to contribute the difference between the ANAHEIM contribution and the total premium cost for dependent coverage.

52.2.4.2 AFA and ANAHEIM agree that payment of employee's contribution for the premium for group term life insurance from the Life Insurance Rebate account shall continue through June 30, 2006, or until the account is depleted, whichever occurs first.

52.2.5 An employee who retires shall receive a paid-up life insurance policy, paid wholly by ANAHEIM, with a face value of one hundred dollars (\$100.00) for each complete year of service and fifty dollars (\$50.00) for more than six (6) months, but less than a complete year of service up to a maximum of two thousand dollars (\$2,000.00).

52.2.6 ANAHEIM shall pay a ten thousand dollars (\$10,000) death benefit in addition to other life insurance and death benefits to the eligible survivors of an employee who died as a result of the direct and proximate personal injury sustained in the line of duty.

52.2.7 Permanent and Total Disability Life Insurance Benefit

52.2.7.1 Employees eligible to retire: Such employee who is permanently and totally disabled shall receive the following Life Insurance benefit:

52.2.7.1.1 One hundred dollars (\$100.00) paid up life insurance for each year of service as provided under the Retired Life Insurance Program.

52.2.7.1.2 Decreasing term life insurance in the amount of the employee's Basic Life Insurance less the paid up life insurance described above. Such term life insurance

shall decrease by 1/60 of the original value each month until the face value of such insurance reaches zero (5 years).

52.2.7.1.3 The permanently and totally disabled employee will pay no premium during the term of this benefit.

52.2.7.1.4 Employees not eligible to retire: Such employee shall receive the following Life Insurance benefit:

52.2.7.1.5 Decreasing term life in the amount of the employee's Basic Life Insurance. Such term insurance shall decrease by 1/60 of the original amount each month until the face value reaches zero (5 years).

52.2.7.1.6 The permanently and totally disabled employee shall pay no premium during the term of this benefit.

52.2.8 This language expresses the intent of the parties. The precise language will be prepared by insurance attorneys.

### 52.3 Long Term Disability Benefits

52.3.1 ANAHEIM agrees to pay the cost of the long term disability insurance premiums during the term of this MOU.

52.3.2 ANAHEIM shall pay the premium for employee group long term disability insurance coverage in accordance with the provisions of any contract between ANAHEIM and any company or companies providing such coverage.

52.3.3 ANAHEIM shall only provide long term disability for non-occupational disabling conditions.

52.3.4 The parties agree that the Association shall purchase and provide long-term disability insurance to the members of the Association. The City will pay the Association for the premiums for the long-term disability insurance for its members. However, any increases in the cost of the insurance shall not exceed any increase the City pays to its insurance carrier for long-term disability insurance.

### 52.4 Dental Plans

52.4.1 ANAHEIM agrees to continue sponsorship of a fee for service dental plan.

52.4.2 ANAHEIM agrees to continue sponsorship of a prepaid dental plan.

52.4.3 ANAHEIM shall, during the term of this MOU, pay up to the contribution rate in effect in 2007 (\$24.99 Single; \$38.99 2-Party; \$56.03 Family) towards the premium cost of the plan selected by the employee.

52.5 Short Term Disability

52.5.1 ANAHEIM agrees to continue sponsorship of the employee paid short term disability insurance coverage for presently enrolled employees during the term of this MOU.

52.5.2 ANAHEIM agrees to provide the existing Short Term Disability plan. ANAHEIM agrees to pay ANAHEIM's portion of medical, dental, life, and optical insurance during absence due to illness or injury up to six (6) months.

52.6 CalPERS Retirement Benefits

52.6.1 The City contracts with CalPERS for retirement benefits. The definitions of "new member" and "classic member" are set forth below:

52.6.1.1 **For "Classic Member" Employees**

Retirement Formula: The City contracts with CalPERS to provide the 3% at 50 retirement formula for all employees hired before January 1, 2013 as set forth in California Government Code Section 21362.2. For employees hired on or after January 1, 2013 who are classic members as defined, the City contracts with CalPERS to provide the 2% at 50 retirement formula as set forth in California Government Code Section 21362.

Retirement Benefit Calculation Period: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for which "classic member" employees hired prior to January 1, 2013 in the unit are included per Government Code Section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS. For employees hired on or after January 1, 2013 who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code Section 20037.

Payment of Employee/Member Contribution: Classic members pay their 9% Member Contribution. The City pays and reports zero percent (0%) as an Employer Paid Member Contribution (EPMC) under Government Code Section

20636(c)(4) pursuant to Section 20691. The City has adopted the CalPERS resolution in accordance with IRS Code Section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

Cost Sharing: All unit members enrolled in CalPERS who are not new members under PEPRA shall contribute an amount through payroll deductions equal to an additional three percent (3.0%) of compensation earnable as cost sharing of the City's required contribution to CalPERS under Government code Section 20516(f). These cost sharing deductions shall be made on a pre-tax basis to the extent allowed under applicable law. These employees are responsible for paying an additional pension contribution of three percent (3%) as cost sharing in accordance with Government Code Section 20516(f), for a total employee pension contribution of twelve percent (12%).

52.6.1.2

**For “New Members” As Defined By the Public Employees’ Pension Reform Act of 2013 (PEPRA)**

Retirement Formula: Unit members 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).

Retirement Benefit Calculation Period: For unit members defined as “new members” under the PEPRA such employees’ final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code Section 7522.32(a).

Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code Section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

## 52.7 Deferred Compensation

52.7.1 ANAHEIM and AFA agree that employees in classifications represented by the AFA may participate in deferred compensation programs offered by ANAHEIM.

### **ARTICLE 53 – POST RETIREMENT MEDICAL BENEFITS**

53.1 ANAHEIM and AFA agree that employees hired on or after November 9, 2001, shall not be eligible for any post-retirement medical benefits under this ARTICLE. ANAHEIM and AFA agree that employees hired on or after November 9, 2001, shall be provided a defined contribution POST Retirement Medical benefit with the following provisions:

53.1.1 Use of an Integral Part Trust for reimbursement of qualified medical expenses. Qualified medical expenses are those authorized under the provisions of Internal Revenue Code Section 213, excepting only those expenses ANAHEIM and the AFA may mutually agree to exclude.

53.1.2 ANAHEIM will contribute a one-time lump sum of three thousand dollars (\$3,000) to the individual employee's Retirement Health Savings Account (RHSA) at the time the employee is hired into a classification represented by the AFA. This contribution shall vest to the employee upon completion of five (5) years of continuous City service, except that this contribution shall immediately vest to the benefit of any employee who separates City service as the result of being granted an industrial disability retirement from the Public Employees Retirement System.

53.1.3 A mandatory employee pre-tax contribution equivalent to three percent (3%) of the top step Firefighter IV base earnings will be deposited to the individual employee's Retirement Savings Account on a bi-weekly basis.

53.1.4 AFA and ANAHEIM agree that any employee who separates City service for any reason will be eligible to withdraw funds for reimbursement of eligible medical expenses without regard to the employee's age or years of service. AFA and ANAHEIM acknowledge that employee contributions for employer-provided group health insurance provided by other employers are not an eligible medical expense for the purpose of this plan.

53.1.5 AFA and ANAHEIM agree that employees hired on or after November 9, 2001, who have completed at least ten (10) years of consecutive ANAHEIM service, and who are awarded a retirement from PERS as their reason for separation from ANAHEIM service shall be allowed access to ANAHEIM sponsored group health plans as one of their coverage options.

53.1.6 AFA and ANAHEIM agree that upon the death of an employee, the surviving spouse and/or eligible dependents are immediately eligible to maintain the individual member account and to utilize it to fund eligible medical benefits.

53.1.7 AFA and ANAHEIM agree that the Plan Document shall establish the medical benefits that are reimbursable to participating employees and shall establish benefit eligibility, consistent with this Letter of Understanding and with applicable Internal Revenue Service regulations.

53.1.8 If any provision of Section 53.1.1 through 53.1.8 is at any time or in any way expressly prohibited by Private Letter Ruling or held to be contrary to any law by any court of proper jurisdiction, the remainder shall not be affected thereby, and shall remain in full force and effect.

The following provisions (§53.2 through and including §53.7) apply only to those employees hired prior to November 9, 2001.

53.2 Regular, full-time employees in the classified service in classifications listed in Appendix "B", who are enrolled as a subscriber in an ANAHEIM sponsored health plan at the time of separation from ANAHEIM service shall be eligible to participate in any ANAHEIM sponsored health (medical benefits only) plan as a retiree. As of January 1, 1995, regular full-time employees in the classified service in classifications listed in Appendix "B", who are enrolled as a subscriber in an ANAHEIM-sponsored dental plan, at the time of separation from ANAHEIM service and all retirees who were actively employed on or after January 1, 1988, who are enrolled as a subscriber in any ANAHEIM sponsored health plans, shall also be eligible to participate in any ANAHEIM-sponsored dental plan as a retiree.

53.2.1 Employees who retired prior to January 1, 1988, who were eligible for post-retirement health benefits at the time of their separation from ANAHEIM service and who maintain continuous membership in good standing shall pay monthly premiums in accordance with the following schedule:

Single coverage \$15.00 monthly  
Two-party coverage \$15.00 monthly  
Family coverage \$45.00 monthly

53.2.2 The surviving spouse of the retiree may continue coverage under the same terms and conditions.

53.3 Employees who were hired prior to January 1, 1984, and who retire on or after January 1, 1988, and prior to January 1, 1994, and who meet the requirements described below shall be eligible to participate in any ANAHEIM sponsored medical and/or dental plan.

53.3.1 The employee must have completed at least five (5) years of continuous, full-time ANAHEIM service on the date of retirement, and

- 53.3.2 The employee must have awarded a retirement from the Public Employees' Retirement System (hereinafter called "PERS") as the reason for separation from ANAHEIM service, and
  - 53.3.3 PERS retirement benefits must commence no later than the first day of the month following the date of separation from ANAHEIM service.
  - 53.3.4 ANAHEIM shall contribute towards the premium costs of any ANAHEIM sponsored medical plan elected by the employee up to the amount contributed by ANAHEIM towards the cost of the Employee Medical Plan Option I in the year prior to the employee's retirement.
  - 53.3.5 ANAHEIM shall contribute towards the premium costs of any ANAHEIM sponsored dental plan elected by the employee up to the amount contributed by ANAHEIM towards the cost of the Safeguard Dental Plan in the year prior to the employee's retirement.
  - 53.3.6 The surviving spouse of the retiree may continue coverage under the same terms and conditions.
- 53.4 Employees who retire on or after January 1, 1988, and who meet the requirements described below shall be eligible to participate in any ANAHEIM sponsored health plan.
- 53.4.1 The employees must have completed at least ten (10) years of continuous, full-time ANAHEIM service on the date of retirement, and
  - 53.4.2 The employee must have been awarded a retirement from PERS as the reason for separation from ANAHEIM service, and
  - 53.4.3 PERS retirement benefits must commence no later than the first day of the month following the date of separation from ANAHEIM service, OR
  - 53.4.4 The employee must have been awarded a disability retirement (Ordinary or Industrial) from PERS as the reason for separation from ANAHEIM service.
  - 53.4.5 ANAHEIM shall provide separate contributions towards the premium costs of the ANAHEIM sponsored medical and/or dental plans elected by the employee according to the following schedule:
    - 53.4.5.1 For Service Requirements, the contributions shall be a percentage of the annual contributions made by ANAHEIM on behalf of active employees, the percentage equal to 1.2 times the "2% at age 50" Safety PERS retirement schedule, to a maximum contribution of ninety-five percent (95%) based on the employee's age and consecutive years of ANAHEIM service at the time of retirement. ANAHEIM service shall be calculated to the nearest complete one quarter year.

- 53.4.5.2 For Disability Retirements, the contribution shall be a percentage of the annual contributions made by ANAHEIM on behalf of active employees, the percentage equal to two percent (2%) for each year of service to a maximum contribution of ninety-five percent (95%) based on the employee's consecutive years of ANAHEIM service at the time of retirement. ANAHEIM service shall be calculated to the nearest complete one-quarter year.
- 53.4.5.3 In the event an employee is eligible for both a Service and Disability Retirement benefit under this ARTICLE, the employee shall receive the Service Retirement benefit.
- 53.4.6 The ANAHEIM contribution shall be based on the Two Party or Family rate only for those employees who properly enroll a dependent spouse and/or other family members prior to retirement, and shall continue only as long as the retiree maintains coverage for such dependents in ANAHEIM sponsored health plans. Nothing in this ARTICLE shall prevent a retiree from properly enrolling new dependents at the retiree's post.
- 53.4.7 Employees who retire on or after June 1, 2006 shall be required to enroll in Medicare Parts A and B upon establishing eligibility as a condition of continued health plan coverage.
- 53.4.8 The full value of any Medicare credits provided to ANAHEIM or Medicare surcharges imposed on ANAHEIM by virtue of a retiree's participation or nonparticipation in Medicare shall be passed on to the retiree in the form of reduced or increased premium costs.
- 53.4.9 The surviving spouse of the retiree may continue coverage under the same terms and conditions provided that the surviving spouse was properly enrolled at the time of the employee's retirement and that dependent coverage was continuously maintained during the employee's retirement.
- 53.5 The following conditions shall apply to all retirees who have post-retirement medical benefit coverage under Sections 53.2 et seq. of this ARTICLE:
- 53.5.1 Once canceled for any reason, coverage shall not be reinstated.
- 53.5.2 ANAHEIM agrees to notify the AFA when coverage may be canceled for nonpayment of fees. Coverage shall be canceled for nonpayment of fees after three (3) months in arrears.
- 53.5.3 There shall be Coordination of Benefits where other insurance exists.

53.5.4 Retirees may change plans and add dependents only during the annual open enrollment period, except that the surviving spouse of a retiree may not enroll a new spouse.

53.5.5 Vision care benefits shall be provided to all retired firefighters.

53.6 As used in this ARTICLE, "spouse" is understood to include a registered domestic partner when a Declaration of Domestic Partnership has been filed with California Secretary of State.

53.7 An employee who has completed twenty (20) consecutive years of service with ANAHEIM as a certified Firefighter and who has prior service as a certified Firefighter, with another California Fire agency, shall receive up to three (3) years of additional service credit for the purpose of calculating ANAHEIM's contribution towards post-retirement medical benefits. Employees who have completed five (5) or more years of continuous full-time ANAHEIM service and who terminate employment with ANAHEIM and are subsequently reinstated within three (3) years of their date of separation shall be credited with prior service for the purpose of calculating continuous full-time ANAHEIM service upon completion of all of the vesting requirements in Section 53.4.

53.8 Effective June 24, 2022, notwithstanding date of employment, ANAHEIM shall contribute one percent (1%) of an employee's base pay to the employee's retirement health savings account on a bi-weekly basis.

53.9 Effective June 23, 2023, notwithstanding date of employment, ANAHEIM shall contribute three percent (3%) of an employee's base pay to the employee's retirement health savings account on a bi-weekly basis.

#### **ARTICLE 54 – JOINT COMMITTEE ON MEDICAL PROGRAMS**

54.1 ANAHEIM and the AFA agree, in recognition of the need to provide an adequate level of medical care coverage at a reasonable cost to ANAHEIM and its' employees, hereby agree to the formation of a committee to analyze current ANAHEIM sponsored medical programs, review alternative approaches to providing medical care programs, plan design, and investigative cost containment systems, all for the purpose of achieving adequate low cost medical care for the employees of ANAHEIM.

54.2 Two (2) members from the AFA will serve on the committee with Human Resources Department staff and operating department management staff.

54.3 This committee will meet as often as necessary during the term of this MOU and will report to the Human Resources Director on a periodic basis its' findings and recommendations for change to ANAHEIM's present medical plans. A report shall be prepared setting forth specific recommendations consisting of: alternatives, plan design, and cost containment provisions. The report shall be forwarded to the City Manager for review.

54.4 Because of the complexity of the problem and the diverse interests of the respective organizations, the parties recognize that it is incumbent upon all members of the committee to work in a spirit of harmony and cooperation to achieve what should be beneficial to all concerned.

#### **ARTICLE 55 – PHYSICAL EXAMINATIONS**

55.1 In order to be eligible for employment with ANAHEIM, candidates shall be required to pass a physical examination, the character of which shall be in accordance with standards established by the Human Resources Director.

55.2 In order to be eligible for promotion or transfer to a job classification, in a category requiring greater physical qualification than the employee's present job classification, an employee shall pass the appropriate physical examination.

55.3 An employee who returns to work, after an absence in excess of forty-eight (48) consecutive working hours due to illness or physical incapacity may be required by the Fire Chief to undergo a physical examination.

55.3.1 An employee who fails to pass a physical examination, required under the provisions of Section 55.3 may be transferred or demoted to a position requiring lesser physical qualifications, recommended for disability retirement, or terminated.

55.4 All physical examinations, required under the provisions of this ARTICLE, shall be performed by a physician in active practice licensed by California State Law and within the scope of the physician's practice as defined by California State Law.

55.4.1 Exceptions to the provisions of Section 55.4 may be made only in the case of out-of-state candidates for employment. In such cases, the physician performing the examination may be a physician licensed by the state in which the candidate resides.

55.5 ANAHEIM shall pay for any physical examination required under the provisions of this ARTICLE.

#### **ARTICLE 56 – EXPOSURE RECORD PROGRAM**

56.1 ANAHEIM agrees to maintain an in-house Exposure Record Program.

#### **ARTICLE 57 – FITNESS, ANNUAL MEDICAL, SUBSTANCE AWARENESS**

57.1 ANAHEIM and the AFA agree that a mandatory health and wellness program shall be maintained for the term of this MOU. Each person represented by the AFA shall

be given an annual fitness and medical evaluation. ANAHEIM shall pay for the evaluation.

57.1.1 Employees shall sign a disclosure form permitting the examining physician to notify the Fire Chief, or designee, that the employee is "Fit" or "Unfit" for duty.

57.2 A Health and Wellness Committee shall be established in the Fire Department. Three (3) members of this committee shall be appointed by the AFA. The Fire Chief shall appoint representatives. The purpose of this Committee shall be to research, evaluate, and recommend health and wellness training programs, rehabilitation programs, and equipment purchases to the Fire Chief.

57.3 After consultation with this Committee, the Fire Chief shall determine the evaluation process and the minimum performance standards. Employee participation in health and wellness training and rehabilitation programs is a condition of satisfactory work performance. Employees who fail to meet the minimum standards shall be required to participate in a rehabilitation program and correct deficiencies. The Fire Chief may reassign employees during rehabilitation.

57.4 ANAHEIM and AFA agree that, at the option of the employee and no more often than every other year, an employee may elect a full body scan in lieu of the annual fitness and medical evaluation provided for in Section 57.1 subject to the following conditions:

57.4.1 All positive outcomes must be evaluated by the employee's personal physician to eliminate a "false positive" before an industrial claim can be submitted to ANAHEIM.

## **ARTICLE 58 – MANDATORY PERMANENT MODIFIED DUTY PROGRAM**

58.1 ANAHEIM and the AFA agree that the Mandatory Permanent Modified Duty Program (as used in this ARTICLE, "PMD Program") shall be administered in accordance with the following conditions:

58.1.1 Upon notification by an ANAHEIM approved physician (ANAHEIM may select, at its' discretion, the employee's treating physician as an ANAHEIM approved physician) of permanent work restrictions, and/or the permanent and stationary status for an accepted industrial injury of an AFA safety employee that precludes the employee from performing the full range of duties of the employee's classification. ANAHEIM may, after conferring with the employee, select an appropriate available PMD Program assignment.

58.1.1.1 An ANAHEIM approved physician will be provided with a detailed job analysis of the modified duties to which the employee will be assigned. Medical approval shall be obtained before the employee begins these duties. If the

physician does not approve the initial modified duties selected, ANAHEIM may redesign the PMD Program assignment to accommodate the employee's medical restrictions, or select an alternate PMD Program assignment.

- 58.1.1.2 The employee will retain the current rank or classification regardless of PMD Program assignment.
  - 58.1.1.3 Any employee participating in the PMD Program may, at any time, request to be considered for reassignment to another PMD Program assignment.
  - 58.1.1.4 Participation in the PMD Program will be considered return to usual and customary occupation for purposes of vocational rehabilitation.
- 58.2 Employees assigned to the PMD Program shall be compensated at their regular hourly rate of pay including educational incentive pay and special assignment pay. Forty (40) hour Permanent Modified Duty employees shall receive ten percent (10%) of base pay as salary differential.
- 58.2.1 Employees at different rates of pay may be placed in similar PMD Program assignments.
  - 58.2.2 The hours worked by employees assigned to the PMD Program will be in accordance with the provisions of ARTICLE 12 – HOURS OF WORK AND PAY DAY.
- 58.3 Employees shall be assigned by the Fire Chief to PMD Program assignments in accordance with the needs of the Fire Department and individual medical work restrictions.
- 58.3.1 Any employee participating in the PMD Program shall not be upgraded to a higher classification unless paid upgrade pay for the period assigned to those duties.
- 58.4 Assignment to the PMD Program will continue unless the following occurs:
- 58.4.1 ANAHEIM can no longer accommodate the employee's medical work restrictions and the employee receives a disability retirement.
  - 58.4.2 The employee is medically released to full range of duties on a full- time basis.
  - 58.4.3 The employee is promoted to a higher classification, in a regular position, that the employee is medically qualified to perform.
  - 58.4.4 ANAHEIM approves an employee generated disability retirement and retires the employee.

58.4.5 ANAHEIM and the AFA agree to meet and confer at such time that all the PMD Program assignments are filled, or at least one (1) year prior to ANAHEIM terminating the PMD Program.

58.5 Promotional opportunities will occur via the normal promotional process.

58.5.1 When an employee assigned to the PMD Program is ranked next on the eligibility list, the employee shall be promoted to any vacant position for which the employee is medically qualified. The Fire Chief is not required to transfer an employee in order to promote the employee.

58.6 ANAHEIM agrees to fill up to two (2) PMD Program assignments.

58.6.1 All PMD Program assignments shall be filed in the order of importance as identified by the Fire Chief.

58.6.2 Reassignment of safety personnel may be made as necessary to create openings for PMD Program assignments and/or promotions when deemed necessary by the Fire Chief.

58.7 New Participants

Any time there is a newly qualified employee eligible to participate in the PMD Program, and there is less than the maximum number of participants in the PMD Program, the newly qualified employee shall be admitted to the PMD Program. In the event the program is already at the maximum number of two (2) participants, the City will offer the option of accepting an IDR to the employee with the greatest City of Anaheim seniority (of the three employees, the two participants in the program and the new third newly qualified employee). The threshold limit of two (2) positions will be maintained. In the event that the employee with the greatest city of Anaheim seniority (of the three employees) wishes to enter the program, the City will offer the option of accepting an IDR in the order of seniority to the two current members in the program.

58.8 If an employee's permanent work restrictions are such that there would be better suited to a position not identified in this ARTICLE, ANAHEIM and the AFA agree to meet and confer.

58.9 All PMD Program assignments will be to productive work, and shall only occur when the duties of the assignment can be modified to accommodate the permanent work restrictions medically placed on the employee.

58.10 ANAHEIM and the AFA agree that employees working in PMD Program assignments will be held to the same rules and regulations regarding job performance after consideration of physical restrictions as all those employees in a safety classification represented by the AFA.

- 58.11 This ARTICLE applies only to those employees in a safety classification as designated by PERS and represented by the AFA.
- 58.12 ANAHEIM will, after discussion with the AFA, revise AR 2.65 to accommodate the terms and conditions of this ARTICLE.
- 58.13 Employees assigned to the PMD Program, under the provisions of this ARTICLE shall be provided with Permanent Modified Duty Program Extended Disability benefits under the following condition:
- 58.13.1 Any employee who had been at work in a PMD Program assignment for all scheduled work hours for thirty (30) consecutive calendar days shall receive a one (1) time Permanent Modified Duty Program extended Disability Benefit balance credit of one-thousand (1,000) hours for employees on a forty (40) hour schedule and one thousand four hundred (1,400) hours for employees on a fifty-six (56) hour schedule, which will be available for medical appointment or periods of temporary disability from work due to the medical condition for which the employee was assigned to the PMD Program for which Labor Code 4850 benefits have been previously paid.
- 58.13.2 Labor Code 4850 Benefits must be exhausted prior to the utilization of Permanent Modified Duty Program Extended Benefits.
- 58.13.3 Permanent Modified Duty Program Extended Disability Benefits shall be paid at a net sixty percent (60%) of the employee's base rate of pay, after withholding taxes less deductible benefits as identified in Section 34.3.1.
- 58.13.4 An employee shall have one (1) hour deducted from the employee's Permanent Modified Duty Program Extended Disability Benefit balance for each hour of such leave taken. The minimum amount of Permanent Modified Duty Program Extended Disability Benefit leave that may be taken at any given time shall be one (1) hour.
- 58.13.5 Eligibility to use the Permanent Modified Duty Program Extended Disability Benefit must be supported by a physician's certification certifying the need for the employee to remain off work and indicating the medical condition(s) which caused the necessity. All eligibility for utilization of Permanent Modified Duty Program Extended Disability Benefit is subject to review by a physician selected by ANAHEIM. Failure to promptly provide a physician's certification during any period of absence may result in denial of benefits.
- 58.14 Disputes arising out of this ARTICLE are subject to the Grievance Procedure.

## **ARTICLE 59 – SAFETY COMMITTEE**

- 59.1 ANAHEIM and the AFA agree that a Safety Committee shall be established in the Fire Department. ANAHEIM and the AFA agree that one-half (1/2) of the

membership of the Safety Committee shall be employees elected by non-supervisory employees. The Safety Committee shall be composed of employees in classifications established by the Fire Chief.

## **ARTICLE 60 – FITNESS FOR DUTY**

- 60.1 Employees are individually responsible and accountable for their personal fitness for duty, and shall not report to duty while "unfit" for any reason to safely perform assigned duties. Each manager or supervisor of ANAHEIM is responsible and accountable for day-to-day assessment of each subordinate's fitness for duty.
- 60.2 When, in the judgment of a manager or supervisor, an employee is "unfit" to safely perform assigned duties as evidenced by a serious and significant deviation from the employee's normal fitness, the manager or supervisor shall remove the unfit employee from the workplace in accordance with regulations established by ANAHEIM.
- 60.3 Employees may be judged unfit for duty due to (1) illness or injury (mental, emotional, or physical) or use of prescription drugs, alcohol, or other substances, (2) employee assertion that they are "unfit" to safely perform assigned duties due to a serious and significant deviation from their normal fitness for duty, or (3) employee, or third party notification to ANAHEIM of any current illness, injury, or condition which may pose a danger to the employee, co-workers, or the public.
- 60.4 ANAHEIM may, at the discretion of the Fire Chief, require any employee judged unfit for duty in accordance with Section 60.2 above to undergo a fitness for duty assessment performed by a licensed physician, or licensed psychiatrist or psychologist.
- 60.5 Any employee judged unfit for duty in accordance with Section 60.2 above will be required to seek treatment, comply with all recommended treatment and recovery plans, and keep ANAHEIM informed of the prognosis and date of expected return to work. Failure to comply with the provisions of this Section may subject an employee to discipline, up to and including termination.

## **ARTICLE 61 – FITNESS FOR DUTY ASSESSMENTS**

- 61.1 An employee who is judged by a manager or supervisor to be "unfit" to safely perform assigned duties in accordance with ARTICLE 60 – FITNESS FOR DUTY may be required, at the discretion of the Fire Chief, to undergo a fitness for duty assessment.
- 61.2 Employee in classifications listed in Appendix "B" may be placed on Administrative Leave With Pay at the discretion of Fire Department management with the concurrence of the Anaheim City Manager under the following circumstances:
  - 61.2.1 Employees judged by a manager or supervisor to be "unfit" in accordance with Section 60.3 and required to undergo a fitness for duty assessment shall be

eligible to receive Administrative Leave with Pay for all hours regularly scheduled to work from the day an employee is judged unfit to the day a fitness for duty assessment is received by the Fire Department.

- 61.2.2 Employees judged "unfit" for duty as the result of a physical examination or annual fitness and medical evaluation conducted in accordance with Section 57.1 shall not be eligible for Administrative Leave with Pay and shall be subject to the provisions of Section 57.3.
- 61.3 An employee found to be unfit for duty as a result of a fitness for duty assessment shall be deemed eligible for Paid Leave or Sick Leave, and Short Term Disability Benefits in accordance with Section 34.3 for forty (40) hour employees and in accordance with Section 36.14, for fifty-six (56) hour employees. An employee shall be required to seek treatment, comply with all recommended treatment and recovery plans, and keep ANAHEIM informed of the prognosis and date of expected return to work. Failure to comply with the provisions of this Section may subject an employee to denial of benefits and/or discipline up to and including termination.
- 61.4 At the discretion of the Fire Chief, an employee may be required to undergo a return to work fitness for duty assessment and/or agree to continuing treatment and follow-up in order to be eligible to return to work.

## **ARTICLE 62 – DRUG AND ALCOHOL TESTING BASED ON REASONABLE SUSPICION**

- 62.1 It is critical to the public health and welfare and to employee safety to ensure a drug and alcohol free work environment. No employee shall report to work while under the influence of drugs or alcohol, nor shall any employee possess, use, or consume alcohol or illegal drugs while on City time or on City property, or when there is a reasonable expectation of being called to duty. No employee shall report to work or remain on duty while the employee's ability to perform job duties is impaired due to alcohol, controlled substances, or non-prescription medications, whether such use was on duty or off duty.
- 62.2 Employees taking drugs prescribed by an attending physician must advise their direct supervisor, before beginning work, of possible side effects of such drugs which could interfere with the safe and effective performance of duties or operation of equipment. Clearance from a qualified physician designated by the City may be required if there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such drugs.
- 62.3 Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall, for safety purposes, be provided transportation from the work site as appropriate.
- 62.3.1 The term "drugs" as used in Section 62.1 shall mean those substances which are included in Schedules I through V of the Controlled Substances Act, 21

U.S.C. Sec. 812 and/or in Schedules in I through V of Chapter 2 of the California Health and Safety Code, commencing with Section 11050, as the same may now exist or hereinafter be amended.

- 62.3.2 The term "illegal drugs" as used in Section 62.1 shall mean all drugs other than medications lawfully prescribed by a licensed attending physician for the person in possession of the medication or medications that can be lawfully purchased without a prescription.
- 62.3.3 The term "reasonable suspicion" as used in Section 62.1 is a belief based on objective facts and reasonable inferences drawn from those facts in light of experience, sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol.
- 62.3.4 The term "under the influence" as used in Section 62.1 means the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform the job safely is reduced due to the consumption or use of drugs or alcohol.
- 62.4 Managers and supervisors may request and, if necessary, subsequently order upon concurrence of a second level of supervisor, that an employee submit to a drug and/or alcohol screening when a manager or supervisor has reasonable suspicion that an employee is under the influence of illegal drugs or alcohol while at a work location, while on the job or when reporting for duty. Employees shall authorize the City's medical provider and laboratory to take samples for screening and to release the results of the screening to the City.
- 62.4.1 An employee who refuses an order to submit to a drug and/or alcohol screening, or to authorize the taking of a sample, or to authorize the release of the results of the screening to the City, or engages in conduct that clearly obstructs the testing process shall be subject to disciplinary action, up to and including dismissal.
- 62.5 All alcohol or controlled substances testing shall comply with the procedures set forth in the Federal Motor Carrier Safety Regulations Title 49 – Transportation, Chapter III – Federal Highway Administration Department of Transportation, Subtitle A – Office of the Secretary of Transportation, Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs.)
- 62.5.1 A positive result from a drug and/or alcohol screening may result in disciplinary action, up to and including dismissal.
- 62.5.2 If the drug screen is positive, the employee must provide, within 24 hours of request, bona fide verification of a valid current prescription in the employee's name for the drug identified in the drug screen. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not

previously notified the employee's supervisor pursuant to Section 62.2, the employee may be subject to disciplinary action, up to and including dismissal.

- 62.6 An employee who has had a positive result from a drug and/or alcohol screening shall undergo a return-to-duty drug and/or alcohol screening and will not be returned to duty unless there is a verified negative result for controlled substances or an alcohol concentration of less than 0.02.
- 62.7 Information obtained under the provisions of this ARTICLE and the attendant regulations, policies, and procedures shall be held strictly confidential.
  - 62.7.1 The drug and/or alcohol screening results will be retained with medical examination results in a separate location in compliance with the confidentiality of Medical Information Act, California Civil Code Section 56, et seq.
  - 62.7.2 The reports or test results may be disclosed to City Management on a strictly need-to-know basis and to the tested employee upon request.
  - 62.7.3 Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.

### **ARTICLE 63 – NO STRIKE**

- 63.1 The AFA agrees that under the terms of this MOU, the AFA and/or its members shall not conduct any strikes, slowdowns, or other work stoppages against ANAHEIM, or to withdraw from assignments to standby duty during any grievance or dispute which may arise out of the application or interpretation of the terms and conditions of the MOU or any matter subject to review through the grievance procedure.

### **ARTICLE 64 – DISCUSSION**

- 64.1 It is the intent of both parties to maintain an open line of communication for the betterment of employer-employee relations. Any issue not pertaining to grievances or grievable issues may be discussed by the AFA or ANAHEIM at either party's request.
- 64.2 If the discussion process results in an agreement between the City Management Representative and AFA to amend this MOU, such agreement shall be incorporated in a written Letter of Understanding, signed by the City Management Representative and AFA representatives. The matters incorporated in the Letter of Understanding

shall be presented to the City Council, or its statutory representative, for determination.

#### **ARTICLE 65 – OPERATIONAL POLICIES**

- 65.1 ANAHEIM shall provide a minimum of thirty (30) calendar days' written notice to the AFA of its intent to enact or modify a departmental policy or work rule affecting employees in classifications listed in Appendix "B" of this MOU. The AFA shall have the right to review and respond to ANAHEIM's intentions during this thirty (30) day period.

#### **ARTICLE 66 – CONSTRUCTION**

- 66.1 Nothing in this MOU shall be construed to deny any person or employee the rights granted by Federal and State laws and City Charter provisions. The rights, powers, and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this MOU. The provisions of this MOU are not intended to conflict with the provisions of Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500, et seq.) as amended in 1982.

#### **ARTICLE 67 – SAVINGS CLAUSE**

- 67.1 The resolution of ANAHEIM shall provide that if any provision of this MOU or the resolution is at any time, or in any way, held to be contrary to any law by any court of proper jurisdiction, the remainder of this MOU and the remainder of the resolution shall not be affected thereby, and shall remain in full force and effect.

**ARTICLE 68 – DURATION**

68.1 The terms of this Memorandum are to remain in full force and effect through June 19, 2025. Upon adoption of a resolution approving this Memorandum and the terms hereof by the City Council of ANAHEIM, this Memorandum shall be in full force and effect as of the 24<sup>th</sup> day of June 2022.

STAFF OFFICIALS OF THE CITY OF ANAHEIM  
a Municipal Corporation

ANAHEIM FIREFIGHTERS ASSOCIATION  
Local No. 2899

By: [Signature]  
By: [Signature]

By: [Signature]  
By: [Signature]  
By: [Signature]  
By: \_\_\_\_\_  
By: [Signature]  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_

Dated: November 2, 2022

## APPENDIX “A” – SPECIAL PROVISIONS

- A.1 ANAHEIM shall not, during the term of this Agreement, remove Specialty Assignment Pay (Training Company, Paramedic, Hazardous Materials, Fire/Arson Investigation, and Urban Search & Rescue) from any employee who receives such pay as of July 1, 2009, unless such removal is for cause.
- A.2 ANAHEIM shall make no unilateral changes to operational policies **Lexipol Policy 214 Suppression Staffing** or to **Lexipol Policy 1002 Method of Assignment and Transfer** during the term of this Agreement.
- A.3 ANAHEIM agrees to provide up to two-hundred thousand dollars (\$200,000) per fiscal year to provide and pay for specialty, certifications and credentialing, and/or educational training, including reimbursement of up to one thousand dollars (\$1,000) per employee per fiscal year for tuition, books, or materials for specialty, certifications and credentialing, and/or degree courses pre-approved by the Fire Chief.

If there is a remaining balance by June 1<sup>st</sup> of each fiscal year, the Fire Chief has the discretion to approved additional reimbursements on a pro-rata basis for eligible reimbursement requests not to exceed four thousand dollars (\$4,000) per employee until the allocation is exhausted or the end of the fiscal year, whichever occurs first.

- A.4 The parties agree to establish a working group to discuss the process of reconciling adjusted hours (ARTICLE 13). The AFA and ANAHEIM may have up to three (3) representatives on each side participate in the working group. Upon reaching mutual agreement, the working group shall present its recommendation to the AFA and ANAHEIM in the form of a Letter of Understanding that shall be implemented upon final approval.
- A.5 Effective June 24, 2022, ANAHEIM shall provide a base salary increase of three and one-half percent (3.5%).
- A.6 Effective June 23, 2023, ANAHEIM shall provide a base salary increase of three and one-half percent (3.5%).
- A.7 Effective June 21, 2024, ANAHEIM shall provide a base salary increase of three and one-half percent (3.5%).
- A.8 Effective the first pay period following City Council adoption of this MOU, ANAHEIM shall provide each member of the Association employed on the first day of the pay period a one-time, lump sum of five-thousand dollars (\$5,000). The parties agree that this lump sum payment is not compensation earnable and will not be reported to CalPERS as it is provided in the same year as a salary increase.

- A.9 Non-substantive revisions to republish the information contained in Appendix “B”  
-Wages to comply with the requirements of California Code of Regulations Section  
570.5 may be made only after notification to AFA.



# APPENDIX B - AFA WAGES

## JUNE 23, 2023 - JUNE 20, 2024

### INCORPORATING 3.5% INCREASE

Classification	Grade	Steps	Hourly Rates		Biweekly Rates		Monthly Rates		Annual Rates	
			Current	New	Current	New	Current	New	Current	New
<b>56 hour</b>										
Fire Fighter I	E1000	4 - 10	\$27.47	\$36.81	\$3,076.64	\$4,122.72	\$6,666.05	\$8,932.56	\$79,992.64	\$107,190.72
Fire Fighter II	E1010	4 - 10	\$28.15	\$37.73	\$3,152.80	\$4,225.76	\$6,831.07	\$9,155.81	\$81,972.80	\$109,869.76
Fire Fighter III	E1020	4 - 10	\$28.84	\$38.65	\$3,230.08	\$4,328.80	\$6,998.51	\$9,379.07	\$83,982.08	\$112,548.80
Fire Fighter IV	E1030	4 - 10	\$29.53	\$39.57	\$3,307.36	\$4,431.84	\$7,165.95	\$9,602.32	\$85,991.36	\$115,227.84
Fire Engineer I	E1100	8 - 10	\$37.56	\$41.41	\$4,206.72	\$4,637.92	\$9,114.56	\$10,048.83	\$109,374.72	\$120,585.92
Fire Engineer II	E1110	8 - 10	\$38.50	\$42.45	\$4,312.00	\$4,754.40	\$9,342.67	\$10,301.20	\$112,112.00	\$123,614.40
Fire Engineer III	E1120	8 - 10	\$39.44	\$43.48	\$4,417.28	\$4,869.76	\$9,570.77	\$10,551.15	\$114,849.28	\$126,613.76
Fire Engineer IV	E1130	8 - 10	\$40.38	\$44.52	\$4,522.56	\$4,986.24	\$9,798.88	\$10,803.52	\$117,586.56	\$129,642.24
Fire Captain II	E1200	8 - 10	\$44.47	\$49.03	\$4,980.64	\$5,491.36	\$10,791.39	\$11,897.95	\$129,496.64	\$142,775.36
Fire Captain III	E1210	8 - 10	\$45.59	\$50.26	\$5,106.08	\$5,629.12	\$11,063.17	\$12,196.43	\$132,758.08	\$146,357.12
Fire Captain IV	E1230	8 - 10	\$46.69	\$51.48	\$5,229.28	\$5,765.76	\$11,330.11	\$12,492.48	\$135,961.28	\$149,909.76
<b>40 hour</b>										
Fire Fighter I (40)	E2300	4 - 10	\$38.45	\$51.53	\$3,076.00	\$4,122.40	\$6,664.67	\$8,931.87	\$79,976.00	\$107,182.40
Fire Fighter II (40)	E2310	4 - 10	\$39.42	\$52.82	\$3,153.60	\$4,225.60	\$6,832.80	\$9,155.47	\$81,993.60	\$109,865.60
Fire Fighter III (40)	E2320	4 - 10	\$40.38	\$54.11	\$3,230.40	\$4,328.80	\$6,999.20	\$9,379.07	\$83,990.40	\$112,548.80
Fire Fighter IV (40)	E2330	4 - 10	\$41.33	\$55.39	\$3,306.40	\$4,431.20	\$7,163.87	\$9,600.93	\$85,966.40	\$115,211.20
Fire Engineer I (40)	E2400	8 - 10	\$52.58	\$57.97	\$4,206.40	\$4,637.60	\$9,113.87	\$10,048.13	\$109,366.40	\$120,577.60
Fire Engineer II (40)	E2410	8 - 10	\$53.90	\$59.42	\$4,312.00	\$4,753.60	\$9,342.67	\$10,299.47	\$112,112.00	\$123,593.60
Fire Engineer III (40)	E2420	8 - 10	\$55.21	\$60.87	\$4,416.80	\$4,869.60	\$9,569.73	\$10,550.80	\$114,836.80	\$126,609.60
Fire Engineer IV (40)	E2430	8 - 10	\$56.53	\$62.32	\$4,522.40	\$4,985.60	\$9,798.53	\$10,802.13	\$117,582.40	\$129,625.60
Fire Captain II (40)	E2500	8 - 10	\$62.26	\$68.64	\$4,980.80	\$5,491.20	\$10,791.73	\$11,897.60	\$129,500.80	\$142,771.20
Fire Captain III (40)	E2510	8 - 10	\$63.82	\$70.36	\$5,105.60	\$5,628.80	\$11,062.13	\$12,195.73	\$132,745.60	\$146,348.80
Fire Captain IV (40)	E2520	8 - 10	\$65.37	\$72.07	\$5,229.60	\$5,765.60	\$11,330.80	\$12,492.13	\$135,969.60	\$149,905.60
Fire/Arson Investigator I	E2400	8 - 10	\$52.58	\$57.97	\$4,206.40	\$4,637.60	\$9,113.87	\$10,048.13	\$109,366.40	\$120,577.60
Fire/Arson Investigator II	E2410	8 - 10	\$53.90	\$59.42	\$4,312.00	\$4,753.60	\$9,342.67	\$10,299.47	\$112,112.00	\$123,593.60
Fire/Arson Investigator III	E2420	8 - 10	\$55.21	\$60.87	\$4,416.80	\$4,869.60	\$9,569.73	\$10,550.80	\$114,836.80	\$126,609.60
Fire/Arson Investigator IV	E2430	8 - 10	\$56.53	\$62.32	\$4,522.40	\$4,985.60	\$9,798.53	\$10,802.13	\$117,582.40	\$129,625.60
Sr Fire/Arson Investigator I	E2600	8 - 10	\$60.76	\$66.99	\$4,860.80	\$5,359.20	\$10,531.73	\$11,611.60	\$126,380.80	\$139,339.20
Sr Fire/Arson Investigator II	E2610	8 - 10	\$62.28	\$68.66	\$4,982.40	\$5,492.80	\$10,795.20	\$11,901.07	\$129,542.40	\$142,812.80
Sr Fire/Arson Investigator III	E2620	8 - 10	\$63.80	\$70.34	\$5,104.00	\$5,627.20	\$11,058.67	\$12,192.27	\$132,704.00	\$146,307.20
Sr Fire/Arson Investigator IV	E2630	8 - 10	\$65.32	\$72.01	\$5,225.60	\$5,760.80	\$11,322.13	\$12,481.73	\$135,865.60	\$149,780.80
<b>56 Hour Assignment Pays</b>										
Paramedic	\$5.52								Paramedic	\$7.73
Hazardous Material	\$4.79								Hazardous Material	\$6.70
Fire/Arson Investigation	\$4.79								Fire/Arson Investigation	\$6.70
Urban Search & Rescue	\$2.76								Urban Search & Rescue	\$3.86
Training Company Assignment	\$2.76								Training Company Assignment	\$3.86
SWAT	\$2.76								SWAT	\$3.86



**APPENDIX “C” – POST-RETIREMENT MEDICAL BENEFITS  
PERCENTAGE OF PREMIUM COSTS**

	<b>50 2.00%</b>	<b>51 2.14%</b>	<b>52 2.28%</b>	<b>53 2.42%</b>	<b>54 2.56%</b>	<b>55 2.70%</b>	<b>56 2.70%</b>	<b>57 2.70%</b>	<b>58 2.70%</b>	<b>59 2.70%</b>
10	24.000%	25.680%	27.360%	29.040%	30.720%	32.400%	32.400%	32.400%	32.400%	32.400%
11	26.400%	28.248%	30.096%	31.944%	33.792%	35.640%	35.640%	35.640%	35.640%	35.640%
12	28.800%	30.816%	32.832%	34.848%	36.864%	38.880%	38.880%	38.880%	38.880%	38.880%
13	31.200%	33.384%	35.568%	37.752%	39.936%	42.120%	42.120%	42.120%	42.120%	42.120%
14	33.600%	35.952%	38.304%	40.656%	43.008%	45.360%	45.360%	45.360%	45.360%	45.360%
15	36.000%	38.520%	41.040%	43.560%	46.080%	48.600%	48.600%	48.600%	48.600%	48.600%
16	38.400%	41.088%	43.776%	46.464%	49.152%	51.840%	51.840%	51.840%	51.840%	51.840%
17	40.800%	43.656%	46.512%	49.368%	52.224%	55.080%	55.080%	55.080%	55.080%	55.080%
18	43.200%	46.224%	49.248%	52.272%	55.296%	58.320%	58.320%	58.320%	58.320%	58.320%
19	45.600%	48.792%	51.984%	55.176%	58.368%	61.560%	61.560%	61.560%	61.560%	61.560%
20	48.000%	51.360%	54.720%	58.080%	61.440%	64.800%	64.800%	64.800%	64.800%	64.800%
21	50.400%	53.928%	57.456%	60.984%	64.512%	68.040%	68.040%	68.040%	68.040%	68.040%
22	52.800%	56.496%	60.192%	63.888%	67.584%	71.280%	71.280%	71.280%	71.280%	71.280%
23	55.200%	59.064%	62.928%	66.792%	70.656%	74.520%	74.520%	74.520%	74.520%	74.520%
24	57.600%	61.632%	65.664%	69.696%	73.728%	77.760%	77.760%	77.760%	77.760%	77.760%
25	60.000%	64.200%	68.400%	72.600%	76.800%	81.000%	81.000%	81.000%	81.000%	81.000%
26	62.400%	66.768%	71.136%	75.504%	79.872%	84.240%	84.240%	84.240%	84.240%	84.240%
27	64.800%	69.336%	73.872%	78.408%	82.944%	87.480%	87.480%	87.480%	87.480%	87.480%
28	67.200%	71.904%	76.608%	81.312%	86.016%	90.720%	90.720%	90.720%	90.720%	90.720%
29	69.600%	74.472%	79.344%	84.216%	89.088%	93.960%	93.960%	93.960%	93.960%	93.960%
30	72.000%	77.040%	82.080%	87.120%	92.160%	95.000%	95.000%	95.000%	95.000%	95.000%
31	74.400%	79.608%	84.816%	90.024%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%
32	76.800%	82.176%	87.552%	92.928%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%
33	79.200%	84.744%	90.288%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%
34	81.600%	87.312%	93.024%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%
35	84.000%	89.880%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%
36	86.400%	92.448%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%
37	88.800%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%
38	91.200%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%
39	93.600%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%
40	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%	95.000%