MEMORANDUM OF UNDERSTANDING

between the

ANAHEIM POLICE ASSOCIATION

and the

CITY OF ANAHEIM

June 28, 2019 through July 3, 2025

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ARTICLE 1 – PREAMBLE

1.1 The wages, hours, and conditions of employment that are set forth in this Memorandum of Understanding (hereinafter called "MOU") shall apply to all the employees of City of Anaheim (hereinafter called "ANAHEIM") working in the classifications set forth in Appendix "A."

1.2 The terms and conditions of employment that are set forth in this MOU have been discussed in good faith between the staff officials of ANAHEIM and the Anaheim Police Association (hereinafter called "APA"). Upon ratification of the terms of this MOU by the APA membership and the incorporation in full of all terms and conditions of employment as set forth herein in a resolution of the Anaheim City Council, all the terms and conditions of this MOU so incorporated shall become effective without any further action by either party.

ARTICLE 2 – APA RECOGNITION

2.1 The APA is the recognized bargaining representative formally acknowledged as such by ANAHEIM for all employees in the job classifications listed in Appendix "A" to this MOU. 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 APA 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 in this document. 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.

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 his/her 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 the employee's exercise of these rights.

4.2 Nothing contained in this MOU shall be construed as conferring police officer status to employees working in the classifications of Bailiff, Corrections Officer, and Corrections Facility Supervisor. Employees working in those classifications are specifically exempted from any State, Federal, or local laws that apply exclusively to police officers, including but not limited to, Workers' Compensation Benefits under California Labor Code Section 4850 and the Public Safety Officers Procedural Bill of Rights Act, California Government Code Section 3300, et seq. Notwithstanding the foregoing, ANAHEIM agrees to afford those protections afforded to police officers under the Public Safety Officers Procedural Bill of Rights Act, California Government Code Section 3300, et seq., to employees in the classifications of Bailiff, Corrections Officer, and Corrections Facility Supervisor. ANAHEIM also agrees to provide employees in the classifications of Bailiff, Corrections Officer, and Corrections Facility Supervisor up to one (1)-year leave of absence without loss of salary when disabled, either temporarily or permanently, by injury or illness arising out of and in the course of his/her duties in the same manner as provided to police officers under California Labor Code Section 4850.

ARTICLE 5 – NOTIFICATION

5.1 Reasonable written notice shall be given by the Anaheim City Management Representative to the APA of any proposed ordinance, resolution, rule, or regulation directly relating to matters within the scope of representation to be presented to the Anaheim City Council for determination, and the APA shall be given the opportunity to meet and confer in good faith with the Anaheim City Management Representative prior to submission to the Anaheim City Council for determination.

5.2 In cases of emergency when the Anaheim City Council determines that an ordinance, resolution, rule, or regulation must be adopted immediately without prior notice or meeting with the APA, the Anaheim City Management Representative shall provide such notice at the earliest practicable time following the adoption of such ordinance, resolution, rule, or regulation.

ARTICLE 6 – CONSULTATION

6.1 The Anaheim City Management Representative, after consultation in good faith with representatives of the APA, may recommend adoption of reasonable rules and regulations for the administration of employer-employee relations. The Anaheim City Management Representative shall consult in good faith with representatives of the APA on employer-employee relations matters which affect them, including those that are not subject to meeting and conferring.

ARTICLE 7 – MEET AND CONFER

7.1 The Anaheim City Management Representative and representatives of the APA shall have the mutual obligation personally to meet and confer in order to exchange freely information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation. Nothing herein precludes the use of any impasse procedure authorized by law whenever an agreement is not reached during the meeting and conferring process and the use of such impasse procedure is mutually agreed upon by the Anaheim City Management Representative and the APA.

7.2 The Anaheim City Management Representative shall not be required to meet and confer in good faith on any subject pre-empted by Federal or State Law or by the Anaheim City Charter, nor shall the representative 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.

7.3 The Anaheim City Management Representative will not recommend any revision or modifications to this MOU without first meeting and conferring in good faith on such recommendations with the APA.

ARTICLE 8 – MEMORANDUM OF UNDERSTANDING

8.1 When the meeting and conferring process results in agreement between the Anaheim City Management Representative and the APA, such agreement shall be incorporated in a written Memorandum of Understanding signed by the Anaheim City Management Representative and the APA representatives. The matters incorporated in the memorandum shall be presented to the Anaheim City Council, or its statutory representative, for determination.

ARTICLE 9 – PERSONNEL ORDINANCE, EMPLOYER-EMPLOYEE RELATIONS ORDINANCE

9.1 The terms and conditions of employment set forth in the ordinances referred to as the Personnel Ordinance and the Employer-Employee Relations Ordinance are incorporated verbatim by reference in this MOU.

ARTICLE 10 – DISCUSSION

10.1 It is the intent of the 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 APA or ANAHEIM at either party's request.

10.2 A party requesting a discussion may orally or in writing notify the other party of the subject to be discussed. Thereafter, a meeting shall be promptly arranged.

10.3 If the PARTIES are not able to resolve the issues after three (3) meetings, the issues will be considered dropped, unless both agree to meet additional times.

10.4 If the discussion process results in an agreement between the City Management Representative and the APA to amend this MOU, such agreement shall be incorporated in a written Letter of Understanding, signed by the City Management Representative and the APA representatives. The matters incorporated in the Letter of Understanding shall be presented to the Anaheim City Council, or its statutory representative, for determination.

ARTICLE 11 – CHECK-OFF

11.1 ANAHEIM agrees to check off for the payment of the regular monthly APA dues, deduct such payments from the wages of all the APA members and employees when authorized to do so by said members and employees, and remit such payments to the APA 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 APA shall constitute payment of said dues by such members and employees of the APA.

ARTICLE 12 – APA ORGANIZATION

12.1 The APA representatives are those elected or appointed in accordance with the constitution and bylaws of the APA.

12.1.1 ANAHEIM recognizes the APA's right to appoint or elect Department Representatives.

12.1.2 The APA shall notify the Anaheim City Management Representative, in writing, of the names and job class titles of its officers, department representatives, and other officials each time an election is held or new appointments are made.

12.1.3 Employees elected or appointed as an officer or department representative of the APA shall be required to work full time in their respective job class and shall not interrupt the work of other employees.

12.2 Officers and representatives of the APA (subject to the provisions of Section 12.1.3) shall be permitted to visit employee work locations for the purpose of observing conditions under which employees are working, provided such visit shall not interrupt the work of such employees, interfere with the normal operations of the department or with established safety requirements.

12.2.1 Such officers and representatives shall not enter any work location without the knowledge of the Chief of Police, division head, or other appropriate supervisor.

12.2.2 Solicitation of membership and all activities concerned with the internal management of the APA, 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 during working hours, except with permission of ANAHEIM.

12.3 In the event that the APA is formally meeting and conferring with representatives of ANAHEIM on matters within the scope of representation, a reasonable number of officers, employee representatives, or other officials of the APA shall be allowed reasonable time off from their normal work schedule without loss of pay or benefits.

12.4 ANAHEIM agrees that due to the unique work schedules of employees assigned to law enforcement work, the members of the Board of Directors of the APA shall be allowed time off without loss of compensation or other benefits to attend a regularly scheduled monthly board meeting which occurs during their regular work shift.

12.5 ANAHEIM agrees to provide a combined total of up to one thousand (1,000) hours per year of paid release time from normal work assignments to the Board of Directors of the APA. The APA agrees to reimburse ANAHEIM on an hour-for-hour basis at the employee's regular rate of pay for all hours of release time taken by the APA Board of Directors. The provisions of this Section are exclusive of any release time taken by the APA President under ARTICLE 65 – FULL TIME RELEASE.

12.5.1 Such officers, employee representatives, and officials shall not leave their duty or workstation or assignment without the knowledge of the appropriate manager or supervisor.

12.5.2 Such meetings are subject to scheduling in a manner consistent with operating needs and work schedules.

12.6 ANAHEIM shall furnish a bulletin board at mutually agreeable, specific locations for the purpose of posting notices pertaining to APA business.

12.6.1 All materials must be dated and must identify the APA.

12.6.2 ANAHEIM reserves the right to determine what reasonable portion of bulletin boards are to be allocated to APA materials.

12.6.3 If the APA does not abide by these provisions, it will forfeit its right to have materials posted on ANAHEIM bulletin boards.

12.7 ANAHEIM shall allow the APA to conduct meetings in Anaheim City facilities.

12.7.1 Such meetings shall be scheduled in accordance with regulations governing use of public meeting rooms at Anaheim City facilities.

ARTICLE 13 – COMPENSATION

13.1 Wages for the various classifications shall be set forth in Appendix "A-1" attached to this MOU and by this reference shall be made a part thereof.

ARTICLE 14 – CLASSIFICATION

14.1 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 class 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.

14.1.1 A job class may contain one (1) or more positions.

14.1.2 Classification of all positions in the classified service shall require approval of the City Manager.

14.2 A position may be reclassified on the basis of changes in or reevaluation of the duties, responsibilities, and/or qualification requirements of the position.

14.2.1 The Human Resources Director shall be responsible for recommending such reclassification as he/she finds to be necessary.

14.2.2 A reclassification shall become effective upon action by the City Manager on a Personnel Action Form.

14.2.3 Incumbents may or may not be reclassified with their positions, based upon the recommendation of the Human Resources Director and the Chief of Police and the approval of the City Manager.

ARTICLE 15 – APPROPRIATE SALARY STEP

15.1 Regular, full-time employees shall be eligible for consideration for merit pay increases as follows:

15.1.1 To the third (3^{rd}) step after successful completion of the Police Academy.

15.1.2 To the fourth (4^{th}) step after completion of six (6) months of service in the third (3^{rd}) step.

15.1.3 To the fifth (5^{th}) step after completion of six (6) months of service in the fourth (4^{th}) step.

15.1.4 To the sixth (6^{th}) step after completion of six (6) months of service in the fifth (5^{th}) step.

15.1.5 To the seventh (7^{th}) step after completion of six (6) months of service in the sixth (6^{th}) step.

15.1.6 To the eighth (8^{th}) step after completion of one (1) year of service in the seventh (7^{th}) step.

15.1.7 To the ninth (9^{th}) step after completion of one (1) year of service in the eighth (8^{th}) step.

15.1.8 To the tenth (10^{th}) step after completion of one (1) year of service in the ninth (9^{th}) step.

15.1.9 In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in performance of 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 Chief of Police.

15.2 Merit pay increases shall be granted upon approval of the Chief of Police for continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of the employee's position.

15.2.1 The effective date of the merit pay increases shall be the first day of the pay period following approval as provided in Section 15.2 and completion of the minimum required service in the next lower step as provided in Section 15.1.

15.3 Newly hired employees shall normally be compensated at the lowest step of the salary schedule of the job class for which they were hired. ANAHEIM may hire at a higher step in the salary schedule.

15.3.1 The provisions of this ARTICLE shall also apply to re-employed and reinstated employees, except as provided for in Section 30.1.2.

15.4 Incumbent employees reclassified with their position to a lower job class shall retain their rate of pay and their anniversary date for purposes of merit pay increases, or shall be placed in the step of the lower salary schedule closest to their rate of pay. If the tenth (10^{th}) step of the salary schedule of the lower job class is lower than the incumbent's rate of pay, the rate of pay shall be identified as the "Y" step of the lower salary schedule. An employee shall be compensated at the "Y" step until such time as the employee's job class is assigned to a salary schedule in which the tenth (10^{th}) step is equivalent to or higher than the "Y" step, at which time the employee shall be placed in the tenth (10^{th}) step.

15.5 Incumbent employees reclassified with their position to an equivalent job class shall retain their rate of pay and their anniversary date for purposes of merit pay increases.

15.6 Employees who are promoted or reclassified with their position to a higher job class 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 tenth (10^{th}) step of the higher salary schedule provides a pay increase of 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 15.1.

15.6.1 An employee shall be placed at the entry-level step in the salary range when promoted to Police Officer Trainee.

15.7 An employee who is demoted for disciplinary reasons shall be placed in the highest 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 15.1.

15.8 Employees in a job class assigned to a different salary schedule as a result of a pay adjustment shall retain their same salary step status in the newly authorized salary schedule and shall retain the same anniversary date for purposes of merit pay increases.

15.9 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 ARTICLE, 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 16 – SALARY RELATIONSHIPS

16.1 ANAHEIM and the APA agree that the wages for all classifications represented by the APA shall be based on the salary relationships listed below:

CORRECTIONS OFFICER

Bailiff	1.075 x Corrections Officer
Corrections Facility Supervisor	1.150 x Corrections Officer

POLICE OFFICER

Police Officer Trainee	0.975 x Police Officer
Police Officer – Special Assignment	1.05 x Police Officer
Police Officer – Helicopter Pilot (Commercial)	1.10 x Police Officer MA
Police Officer – Helicopter Pilot (Private)	1.05 x Police Officer MA
Police Officer – Master Advanced	1.125 x Police Officer
Police Officer – Master Intermediate	1.10 x Police Officer
Police Officer – Polygraph Examiner	1.20 x Police Officer
Police Officer – Senior Master Advanced	1.15 x Police Officer
Police Officer – Senior Master Intermediate	1.125 x Police Officer
Police Sergeant	1.20 x Police Officer MA
Police Sergeant – Helicopter Pilot (Commercial)	1.10 x Police Sergeant
Police Sergeant – Helicopter Pilot (Private)	1.05 x Police Sergeant
Police Sergeant – Senior Master	1.0225 x Police Sergeant

16.2 An employee in any of the classifications in the Police Officer benchmark series who is assigned to special assignment duty outside uniform patrol shall receive additional compensation of two and one-half percent (2½%) of his/her base hourly rate of pay.

16.3 An employee in any of the classifications in the Police Officer benchmark series who is assigned as a Field Training Officer (FTO) shall receive a five percent (5%) pay differential. Such pay shall be in lieu of, and not in addition to, any other special assignment pay an employee may be entitled to under any provisions of this ARTICLE.

An employee assigned as an FTO may be removed from such assignment at the sole discretion of the Chief of Police.

16.4 An employee in any of the classifications in the Police Officer benchmark series who is assigned as a Canine Officer shall receive a two and one-half percent (2½%) pay differential. Such pay shall be in lieu of, and not in addition to, any other special assignment pay an employee may be entitled to under any other provisions of this ARTICLE.

16.5 An employee in any of the classifications in the Police Officer benchmark series who is assigned as a Flight Instructor shall receive a five percent (5%) pay differential. Such pay shall be additional to, and not in lieu of, the two and one-half percent (2½%) special assignment pay provided to employees under the provisions of Section 16.2. Flight Instructor special assignment pay shall be in lieu of, and not additional to, all other forms of special assignment pay authorized in this ARTICLE.

16.6 An employee in any of the classifications in the Police Officer benchmark series who is assigned to Motor Duty shall receive additional compensation of five percent (5%) of their base hourly rate of pay. Such pay shall be in lieu of, and not in addition to, any other special assignment pay an employee may be entitled to under any other provisions of this ARTICLE.

16.7 Effective the first full pay period following City Council adoption of this 2019 – 2025 MOU, an employee in the Police Officer benchmark series who is a certified Drug Recognition Expert shall receive additional compensation of two and a half percent (2.5%) of their base hourly rate of pay. No more than twenty-five (25) employees at any time shall be eligible to receive the additional compensation. Entitlement to receive compensation for DRE certification shall be based on the order in which qualified employees submit applications to the Department. Maintenance of certification requirements shall be per department policy. Notwithstanding the provisions of this ARTICLE to the contrary, employees in special assignments are eligible to receive compensation for possession of a DRE certification in addition to their special assignment pay.

ARTICLE 17 – EDUCATIONAL INCENTIVE

17.1 Police Officers qualified as Master Intermediate shall be paid ten percent (10%) above Police Officer.

17.1.1 Police Officers shall be designated Master Intermediate when they meet the following criteria: Possession of an intermediate “POST” certificate.

17.2 Police Officers qualified as Master Advanced shall be paid twelve and one-half percent (12½%) above Police Officer.

17.2.1 Police Officers shall be designated Master Advanced when they meet the following criteria: Possession of an advanced “POST” certificate.

17.3 Police Officers receiving compensation as Master Intermediate or Advanced shall not have their compensation changed due to assignment.

17.4 Police Officers qualified as Senior Master Intermediate shall be paid twelve and one-half percent (12½%) above Police Officer.

17.4.1 Police Officers shall be designated Senior Master Intermediate when they meet the following criteria: Possession of an Intermediate "POST" certificate, have one (1) year of experience in an assignment outside uniform patrol with the Anaheim Police Department, and be currently assigned to uniform patrol duty.

17.5 Police Officers qualified as Senior Master Advanced shall be paid fifteen percent (15%) above Police Officer.

17.5.1 Police Officers shall be designated Senior Master Advanced when they meet the following criteria: Possession of an Advanced "POST" certificate, have one (1) year of experience in an assignment outside uniform patrol with the Anaheim Police Department, and be currently assigned to uniform patrol duty.

17.5.1.1 The Chief of Police may defer granting Senior Master "POST" status to employees otherwise eligible for premium pay under Section 17.5.1 whose reassignment to patrol is other than voluntary.

17.6 Police Officers receiving compensation as Senior Master Intermediate or Advanced shall relinquish their "Senior" status upon reassignment outside uniform patrol.

17.6.1 Upon completion of five (5) continuous years of receiving compensation as Senior Master Intermediate or Advanced while not assigned to uniform patrol duty, Police Officers shall cease receiving compensation as Senior Master Intermediate or Advanced.

17.7 ANAHEIM agrees that Police Sergeants qualified as Senior Master Advanced shall be paid two and one-quarter percent (2¼%) above Police Sergeant.

17.7.1 Police Sergeants shall be designated Senior Master when they meet the following criteria: Possession of an Advanced "POST" certificate, have one (1) year of experience as a Police Sergeant in an assignment outside uniform patrol with the Anaheim Police Department, and be currently assigned to uniform patrol duty as a Police Sergeant.

17.7.1.1 The Chief of Police may defer granting Senior Master "POST" status to employees otherwise eligible for premium pay under Section 17.7.1 whose reassignment to patrol is other than voluntary.

17.8 ANAHEIM and the APA agree that Police Officers and Police Sergeants must be physically at work and on full duty on the date of appointment to any type of Master Police Officer or Sergeant "POST" Advanced.

17.9 It is understood that Police Sergeant ("POST" Advanced) and Master Police Officer status is subject to review in accordance with ARTICLE 55 – GRIEVANCE GENERAL.

ARTICLE 18 – HOURS OF WORK AND PAY DAY

18.1 The average regular work week for employees in classifications in Appendix "A," shall be forty (40) hours.

18.1.1 The monthly rate shall be the hourly rate times 2,080 divided by twelve (12).

18.2 Regular salaries and compensation of employees shall be paid on a biweekly basis.

18.2.1 APA recognizes the cost savings of using the direct deposit system and will encourage their members to sign up for direct deposit of paychecks.

18.3 All paid leave shall be paid at the employee's regular hourly rate of pay.

18.4 ANAHEIM and the APA agree that in certain instances alternatives to the traditional work schedule may be appropriate. Such alternate work schedules shall be included as a part of this MOU in Appendix "B."

18.4.1 Employees in the Helicopter detail shall be assigned to the "Ten Plan" work schedule in accordance with Appendix "B" of this MOU. Such assignment shall continue beyond six (6) months at the discretion of the Chief of Police.

18.4.2 Employees in the Detention Facility shall be assigned to the Detention Facility Alternate Work Schedule in accordance with Appendix "B."

18.5 ANAHEIM and the APA agree to work together cooperatively to ensure that any alternate work schedule authorized by ANAHEIM is operationally effective and efficient. The PARTIES agree to meet at least twice each year to assess service levels to the public and to resolve any operating problems associated with the various authorized alternate work schedules. The APA acknowledges that alternate work schedules are authorized and continued at the sole discretion of ANAHEIM. Any decision to cancel an alternate work schedule included in Appendix "B" shall be discussed with the APA under the provisions of ARTICLE 10 – DISCUSSION prior to taking final action.

ARTICLE 19 – TEMPORARY UPGRADE

19.1 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.

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

19.2 Employees temporarily upgraded to the following job classifications shall receive a five percent (5%) pay differential for all time worked in the higher job classification during normal working hours if they are assigned to work in the higher classification for a period of one (1) complete work shift or longer. Employees temporarily upgraded to any of these job classes shall receive a five percent (5%) pay differential for all time worked in the higher job classification during other than normal working hours:

Bailiff
Corrections Facility Manager
Police Lieutenant
Police Officer – Polygraph Examiner
Police Officer – Helicopter Pilot
Police Sergeant
Police Sergeant – Helicopter Pilot
Police Sergeant – Senior Master
Corrections Facility Supervisor

19.3 Employees in the following job classes who are assigned to supervise the Police Department Front Counter operations shall receive a two and one-half percent (2½%) pay differential for all time worked while so assigned:

Police Officer
Police Officer – Helicopter Pilot
Police Officer – Master Advanced
Police Officer – Master Intermediate
Police Officer – Senior Master Advanced
Police Officer – Senior Master Intermediate
Police Sergeant
Police Sergeant – Helicopter Pilot
Police Sergeant – Senior Master

19.4 If an employee is temporarily assigned to perform work at a lower rated job classification, the employee's rate of pay shall not be changed. Such temporary assignments of work shall be made at the discretion of ANAHEIM.

19.5 ANAHEIM and the APA agree that parallel moves be made within classifications or positions left vacant in order to avoid the necessity of working an employee at a higher rated job classification.

19.6 The determination of those persons qualified to work in higher rated classifications shall be established by ANAHEIM. Assignments to higher rated classifications shall be made at the sole discretion of ANAHEIM.

19.7 To the extent legally permitted, as determined by CalPERS or a court of competent jurisdiction, temporary upgrade pay shall be reported to CalPERS as compensation earnable pursuant to Title 2, CCR Section 571 (a)(3) – Temporary Upgrade Pay.

ARTICLE 20 – PAYROLL CLASSIFICATIONS

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

20.1.1 Withholding Tax;
20.1.2 Contributions to retirement benefits;
20.1.3 Contribution to survivors' benefits;
20.1.4 Payment of life insurance and accidental death and dismemberment insurance premium;
20.1.5 Payment of non-industrial disability insurance premium;
20.1.6 Payment of hospitalization and major medical insurance premium;
20.1.7 Contributions to the City Employees Annual Charities Fund Drive;
20.1.8 Payment of membership dues to the APA; and

20.1.9 Other purposes as may be authorized by the Anaheim City Council.

ARTICLE 21 – GENERAL

21.1 It is hereby the declared personnel policy of ANAHEIM that:

21.1.1 Employment by ANAHEIM shall be based on merit and fitness, free of personal and political considerations.

21.1.2 Appointments, promotions, and other actions requiring the application of the merit principle shall be based on systematic tests and/or evaluations.

21.1.3 Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis.

21.1.4 Tenure of employees shall be subject to good behavior, satisfactory work performance, necessity for the performance of work, and the availability of funds.

21.1.5 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 the City Manager or by a management employee who the City Manager has delegated responsibility for authorizing such action. All full-time employees shall receive a true copy of any personnel action taken concerning their status of employment.

21.2 For purposes of recruitment, ANAHEIM will notify the APA, and the APA shall refer skilled and experienced personnel to ANAHEIM for necessary testing.

21.3 Job bulletins regarding classifications represented by the APA shall be sent to the APA during recruitment periods.

21.4 ANAHEIM shall be the sole judge of the testing, qualification, and acceptance procedures of all applicants for employment and promotion. 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 the APA or non-APA membership or because of race, color, creed, national origin, religion, gender, age or physical disability, except where age or lack of physical disability is a bona fide occupational qualification.

21.5 ANAHEIM agrees to post at the time promotional opportunities bulletins are distributed the criteria and procedures used in performing management evaluations provided for in ARTICLE 22 – APPOINTMENTS AND PROMOTIONS.

ARTICLE 22 – APPOINTMENTS AND PROMOTIONS

22.1 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 the Human Resources Director, test fairly the qualification of candidates.

22.2 Minimum standards of employment for each job classification shall be recommended by the Human Resources Director and approved by the City Manager.

22.3 Vacancies in positions above the entry level shall be filled by promotion whenever one (1) 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' qualifications, record of performance, and seniority, in that order. This provision solely applies to classifications represented by APA and does not prohibit the City from filling classifications (i.e. Police Lieutenants, Detention Facility Manager, etc.) outside the APA bargaining unit, by recruitment or promotional opportunities.

22.3.1 Advancement to a higher paid job classification shall constitute a promotion. Promotions shall be limited to full-time or part-time employees of ANAHEIM.

22.4 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, creed, national origin, religious or political affiliation or belief, membership in or attitude toward any employee organization, gender, age, or physical disability, except where gender, age, or lack of physical disability is a bona fide occupational qualification.

22.5 Candidates who qualify for employment or promotion shall be placed on an eligibility list for the appropriate job classification. At such times as a 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 appointments from that list shall normally follow rank order.

22.6 When an appointment is to be made to a vacancy, the Human Resources Director shall submit to the Chief of Police the names on the appropriate employment list. Appointments

to vacant positions shall be made by the Chief of Police, with the concurrence of the Human Resources Director.

22.6.1 The Chief of Police, with the concurrence of the Human Resources Director, may order names removed from an eligibility list for good and sufficient reasons.

22.7 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 employee's provisional appointment, said provisional appointee shall have his/her employment terminated at the close of the first complete biweekly pay period following the establishing of the eligibility list.

22.8 Appointments to certain grant-funded positions as designated by the City Manager may be made without competitive examinations and/or evaluations. Such appointments may be made by the Chief of Police (with the approval of the Human Resources Director and the City Manager). In the event that a grant-funded appointee fails to complete competitive examinations and/or evaluations and is not appointed to an ANAHEIM funded position during the employee's period of employment under the grant, said grant-funded appointee shall be terminated from ANAHEIM employment.

ARTICLE 23 – NEPOTISM

23.1 The Anaheim City Council shall not appoint to a salaried position under the Anaheim City government any person who is a relative by blood or marriage within the third degree of any one (1) or more of the members of such Anaheim City Council, nor shall the City Manager or the Chief of Police or other officer having appointive power appoint any relative of his/hers not of any Council Member within such degree to any such position.

ARTICLE 24 – EMPLOYMENT LISTS

24.1 Employment lists, in order of their priority, shall be re-employment lists and eligibility lists.

24.2 Re-employment lists shall contain the names of regular, full-time employees laid off in good standing for lack of funds or work.

24.2.1 Names on re-employment lists shall remain for a period not to exceed three (3) years. Anyone re-employed from this list more than one (1) year after his/her layoff shall be required to pass a pre-employment medical examination as well as serve a new probationary period.

24.3 Eligibility lists shall be created in accordance with the provisions of ARTICLE 22 – APPOINTMENTS AND PROMOTIONS.

24.3.1 Eligibility lists may contain the names of one (1) or more persons eligible for employment.

24.3.2 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.

24.3.3 Promotional eligibility lists shall remain in effect for a period of one (1) year or until depleted. Promotional eligibility lists may be extended by the Human Resources Director for a period not to exceed one (1) additional year.

ARTICLE 25 – PROBATION

25.1 Employees appointed from eligibility lists, employees reinstated in accordance with Section 32.1.2, 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 six (6) months unless otherwise specified for certain designated job classes.

25.1.1 Certain designated job classes in the classified service shall have a regular period of probation which begins on the date of appointment and ends twelve (12) months after completion of recruit training. These job classes shall be Police Officer, Police Officer-Trainee, and Police Sergeant.

25.1.1.1 Notwithstanding Article 25.1.1, lateral hires into the Police Officer benchmark series shall have a regular period of probation which begins on the date of appointment and ends six (6) months after completion of field training, or twelve (12) months, whichever is later.

25.1.2 Certain designated job classes in the classified service shall have a regular period of probation that begins on the date of appointment and ends twelve (12) months after the date of appointment. These job classes shall be Bailiff, Corrections Officer, and Corrections Facility Supervisor.

25.1.3 Subject to the discretion of the Chief of Police, an employee's probationary status may be extended beyond the regular probationary period by providing the employee advanced written notice.

25.1.4 Upon successful completion of a probationary period, an employee shall be granted regular status in the classification in which the probationary period is served.

25.2 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 Chief of Police 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 this MOU.

25.2.1 An employee rejected during the probationary period from a position to which the employee has been promoted shall be returned to the classification in which the employee has regular status unless the reasons for failure to complete the probationary period would be cause for dismissal. An employee who has successfully completed an initial probationary period as a full-time employee of ANAHEIM prior to a promotion shall be afforded all appropriate appeal rights if the employee's failure to complete the probationary period in a position to which the employee has been promoted results in dismissal. Such appeal rights shall be limited to the issue of whether the proposed dismissal is for good and sufficient cause.

25.3 An employee shall be retained beyond the end of the probationary period only if the Chief of Police or the Chief's designated representative affirms that the services of the employee have been found to be satisfactory.

ARTICLE 26 – OUTSIDE EMPLOYMENT

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

ARTICLE 27 – SERVICE AWARDS

27.1 Service awards, in the form of service pins or the equivalent, shall be presented to employees in classifications listed in Appendix "A" as listed below. Such service awards shall also be presented to an employee upon his/her retirement.

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

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

ARTICLE 28 – TRAINING

28.1 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.

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

ARTICLE 29 – SALARY STEP REDUCTION, SUSPENSION, DEMOTION AND DISMISSAL

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

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

29.2.1 Suspended without pay. Upon taking such action, the Chief of Police or the Chief's designated representative 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 ninety (90) calendar days at any one (1) time. Suspensions imposed for less than seven (7) calendar days shall be for a specified number of scheduled work hours.

29.2.2 Reduced by one (1) salary step at a time. Such action shall require the specific recommendation of the Chief of Police or the Chief's designated representative. Upon taking such action, the Chief of Police or the Chief's designated representative shall file with the employee and the Human Resources Director a written notification containing a statement of the substantial reasons for the action. The employee may be returned to the employee's former salary step at such time as deemed appropriate by the Chief of Police or the Chief's designated representative.

29.3 An employee may be demoted or dismissed upon recommendation of a division head or other appropriate supervisor whenever in the judgment of the Chief of Police or the Chief's designated representative, the employee's work or misconduct so warrants. Upon taking such action, the Chief of Police or the Chief's designated representative 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.

29.4 An employee may appeal disciplinary actions taken under this ARTICLE under the provisions of ARTICLE 55 – GRIEVANCE GENERAL.

29.5 When an employee is dismissed as provided in this ARTICLE, ANAHEIM and the APA agree to the following accelerated procedure under the provisions of ARTICLE 55 – GRIEVANCE GENERAL.

29.5.1 ANAHEIM and the APA agree that only one (1) Post Skelly hearing by the appropriate Executive or Administrative Manager shall be held. This hearing shall be held within ten (10) working days after the dismissal is grieved unless mutually extended.

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

29.5.2.1 Develop a standing list of mutually approved arbitrators.

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

29.5.2.1.2 ANAHEIM and the APA may agree to re-establish the list of arbitrators once each year in January.

29.5.2.1.3 ANAHEIM and the APA may agree to remove arbitrators from this list at any time.

29.5.2.2 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.

29.5.2.3 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?"

29.6 An employee who has been suspended, demoted, or dismissed may be reinstated to his/her position as a result of a successful appeal through the grievance procedure. In the event of such reinstatement, the employee shall be returned to the employee's former status of employment, including reinstatement of seniority and accrued fringe benefits. In cases heard by the City Manager, the decision shall explicitly detail what back pay, if any, is awarded to a reinstated employee. Any earnings of the reinstated employee from other employment during the employee's period of suspension shall be deducted from the amount of back pay ordered by the City Manager, if the employee would not have otherwise earned such amount.

ARTICLE 30 – LAYOFF AND RE-EMPLOYMENT

30.1 Layoffs shall be made on the basis of seniority within the affected job classification in the Police Department. In rare circumstances where a less senior employee who would otherwise be targeted for layoff possesses unique specialized skills that are not otherwise available within the Police Department, that employee may be exempted from such layoff.

30.1.1 Employees promoted from classifications listed in Appendix "A" to non-bargaining unit classifications may be reassigned to their former classification in the bargaining unit with no loss of seniority in the event they are laid off from their non-bargaining unit classification.

30.1.2 An employee who has been laid off shall be reassigned to any non-management position within the Police Department in an equivalent or lower job classification

for which he/she meets the minimum requirements and has Police Department seniority over other employees in that job classification. If the employee whose position has been abolished does not have Police Department seniority over other employees in equivalent or lower classes, the employee may be reassigned by the Chief of Police to any vacant position within the Police 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 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 their department) become vacant. Such reinstatement shall be on the basis of Police Department seniority.

30.1.3 Whenever an employee whose position has been abolished cannot be reassigned to a vacant position within the employee's department, the employee shall be reassigned by the City Manager to any vacant position in any other division or department in his/her job classification or in an equivalent or lower job classification for which he/she meets the minimum qualifications for employment. If an employee is reassigned to a vacant position within the employee's job classification in any other department, the employee shall retain his/her rate of pay. If an employee is reassigned to a vacant position in an equivalent or lower job classification in any other department, the employee may be placed in any 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 department shall be reinstated to their former job classification (within their former department) become vacant. Such reinstatement shall be on the basis of Police Department seniority.

30.2 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 his/her job classification. Persons on the re-employment list shall be re-employed with their former salary step status when positions in their job classification (within the Police Department from which they were laid off) become vacant. Re-employment shall be on the basis of Police Department seniority.

30.3 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.

30.4 Whenever an employee is reinstated to a vacant position in his/her former job classification, or reemployed as herein provided, his/her anniversary date for purposes of merit pay increases shall be the one the employee had at the time he/she was laid off from the position.

30.4.1 An employee reinstated from the re-employment list shall be considered to have continuous service and may be credited with the amount of accumulated paid 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 41 – PAID LEAVE PROGRAM.

30.5 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 22.8 and newly hired probationary employees shall be excluded from the provisions of this ARTICLE.

ARTICLE 31 – TRANSFER

31.1 A voluntary change of an employee's place of employment from one department to another shall be considered a transfer. A change of an employee's place of employment to a vacant position in a job classification on the same salary schedule as the employee's own job classification shall also be considered a transfer.

31.1.1 A voluntary transfer from one department to another department shall require the approval of the head of the department to which the employee is voluntarily transferring. Such a transfer shall be initiated by request of the employee to the Human Resources Director.

31.1.2 A transferred employee shall retain his/her rate of pay and anniversary date for purposes of merit pay increases.

31.1.3 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 22 – APPOINTMENTS AND PROMOTIONS.

31.2 Transfers for the betterment of employees and the best interests of ANAHEIM shall be encouraged by all echelons of management.

ARTICLE 32 – REINSTATEMENT

32.1 An employee who terminates employment in good standing may be reinstated to a vacant position in his/her former job classification within three (3) years of his/her termination date without re-qualifying for employment by competitive processes.

32.1.1 Employees reinstated within thirty (30) days of their termination date shall be considered to have continuous service. Employees shall be placed in their former salary step and shall retain their anniversary date for purposes of merit pay increases. If the employee's anniversary date has occurred during the period of his/her absence, the new anniversary date shall be the first day of the next bi-weekly pay period following reinstatement.

32.1.2 Employees reinstated after thirty (30) days of their 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 employment benefits.

32.2 An employee may be reinstated under the provisions of the Vocational Rehabilitation Administrative Regulation to any vacant position for which he/she meets the minimum qualifications.

ARTICLE 33 – VOLUNTARY DEMOTION

33.1 If an employee takes a voluntary demotion as a result of a downward reclassification of the employee's position, the employee's salary step status shall be in accordance with the provisions of Section 15.4.

33.2 Voluntary demotions as a result of impending layoff shall be in accordance with the provisions of ARTICLE 30 – LAYOFF AND RE-EMPLOYMENT.

33.3 An employee may request a voluntary demotion for any reason. Such a voluntary demotion shall require the approval of the department head under whom the employee will serve and the Human Resources Director. An employee taking such a voluntary demotion to a classification the employee was not promoted from may be placed in any salary step of the appropriate salary schedule that does not provide an increase in salary and shall be given a new anniversary date for purposes of merit pay increases in accordance with provisions of Section 15.1. An employee taking such a 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 the purposes of determining the anniversary date for merit pay increases.

33.3.1 Voluntary demotions in accordance with the Vocational Rehabilitation Administrative Regulation shall be in accordance with the provisions of Section 33.3.

33.4 An employee who has taken a voluntary demotion to a lower job classification may be reinstated to a vacant position in the employee's former job classification within three (3) years of the effective date of the voluntary demotion without re-qualifying by competitive processes.

33.4.1 Employees reinstated to a former job classification from a voluntary demotion shall retain their rate of pay. If their rate of pay is not included in the salary schedule of the former job classification, employees shall be placed in the salary step of that salary schedule which is closest to their rate of pay. Employees shall retain their anniversary date for purposes of merit pay increases; however, if an employee is placed at or below the sixth (6^{th}) 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 34 – BEREAVEMENT LEAVE

34.1 In the event a death occurs in the immediate family of a full-time employee, the employee shall be granted bereavement leave with pay for up to a maximum of three (3) consecutive work shifts. "Immediate family" shall be defined as any relative by blood or marriage who

is a member of the employee's household, under the same roof, and any parent, foster parent, stepparent, spouse or registered domestic partner, child, brother, or sister of the employee, or any child, parent, foster parent or stepparent of the employee's spouse, regardless of residence.

34.2 In the event a death occurs among other family members of an employee, the employee shall be granted bereavement leave with pay for up to a maximum of one (1) work shift. Other family members shall be defined as grandparent, grandchild, daughter-in-law, son-in-law not under the same roof of the employee; and any grandparent, grandchild, brother or sister of the employee's spouse or registered domestic partner, regardless of residence.

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

34.4 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 35 – HOLIDAYS

35.1 The following days shall be recognized as holidays:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr.'s Birthday
- Third Monday in February, President's Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veteran's Day
- Fourth Thursday in November, Thanksgiving Day
- Friday after Thanksgiving
- December 25, Christmas Day
- Every day recognized by the Anaheim City Council for a public feast, thanksgiving, or holiday.

35.2 Employees assigned as helicopter pilots, and employees assigned to traffic/motors, patrol, canine, Disney and the jail, when a holiday falls on the employee's regularly assigned work day, the employee shall have the option to either (1) receive additional compensation equivalent to one-tenth (1/10) of their regular bi-weekly compensation for each holiday listed in Section 35.1 with an eight (8) hour reduction to their Paid Leave account balance in the payroll period in which the holiday falls, or (2) receive no additional compensation and no reduction to their Paid Leave account balance in the payroll period in which the holiday falls.

35.3 Employees in assignments other than those specified in 35.2, when a holiday falls on the employee's regularly assigned work day, the employee shall have the option of observing the holidays listed in Section 35.1 by drawing against their Paid Leave account or working the holiday. There shall be no additional compensation when an employee elects to work a holiday.

35.4 If not enough employees in assignments other than those specified in 35.2 volunteer to work on a holiday, the Chief of Police or the Chief's designee may require employees to work the holiday. The determination as to which employees will be required to work shall generally be made on the basis of seniority.

ARTICLE 36 – INDUSTRIAL ACCIDENT LEAVE

36.1 In the event that any full-time employee is absent from work as a result of any injury or disease which comes under the State of California Workers' Compensation Insurance and Safety Act, such absence shall be considered to be Industrial Accident Leave.

36.2 An employee on Industrial Accident Leave shall receive compensation from ANAHEIM in an amount equal to the difference between temporary disability payments mandated by the State of California Workers' Compensation Insurance and Safety Act and the employee's regular rate of pay.

36.2.1 In the event that an employee who has received or is receiving Industrial Accident Leave benefits files a civil legal action against a third party for allegedly causing or contributing to the cause of the injury which resulted in the absence from work, the employee is required to inform the Risk Management Department of the filing of such legal action.

36.3 Industrial Accident Leave shall begin on the first day of such absence as defined in Section 36.1.

36.3.1 Industrial Accident Leave shall continue during all absences due to a single injury, but not to exceed one (1) year of accumulated absence.

36.3.2 Industrial Accident Leave benefits provided by this ARTICLE shall apply to each injury or disease as defined in Section 36.1.

36.3.3 The effective date of a permanent disability rating as awarded by the Workers' Compensation Appeals Board ends eligibility for Industrial Accident Leave for that particular injury or disease.

36.3.4 A written statement from the treating physician that the employee's condition is permanent and stationary or separation from ANAHEIM service ends eligibility for Industrial Accident Leave for that particular injury or disease.

36.3.5 Industrial Accident Leave for absence due to injury or disease as defined in this ARTICLE shall be granted to employees only upon presentation of a physician's certificate of treatment.

36.4 No employee shall have accrued paid leave deducted while on Industrial Accident Leave. Paid leave shall continue to accrue for an employee on Industrial Accident Leave in accordance with the provisions of ARTICLE 41 – PAID LEAVE PROGRAM.

ARTICLE 37 – JURY DUTY AND COURT APPEARANCES

37.1 In the event any full-time employee is duly summoned to any court for the purpose of performing jury duty, the employee shall receive his/her regular compensation for any regularly scheduled working hours spent in actual performance of such service.

37.1.1 Whenever employees are duly summoned to appear as a witness in an action arising out of their employment adverse to ANAHEIM, except where the employee is a litigant or a defendant in a criminal case brought about as a result of his/her misconduct, employees shall receive their regular compensation for any regularly scheduled working hours spent in actual performance of such service.

37.1.2 Whenever employees are summoned to appear as witnesses for court matters within the scope of their employment, employees shall be compensated in accordance with provisions concerning compensation for normal performance of duties.

37.1.3 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 38 – LEAVE WITHOUT PAY

38.1 An employee who is absent from work and who is not on leave with pay shall be considered to be on leave without pay.

38.1.1 An employee on leave without pay shall receive no compensation and shall accumulate no paid leave while on such leave.

38.1.2 An employee who has need to be absent from work and who is not eligible for leave with pay may request to be placed on leave without pay. Leave without pay for a period not to exceed forty (40) working hours may be granted by the employee's division head. Leave without pay in excess of forty (40) hours shall require the approval of the Chief of Police.

38.1.3 In the event that leave without pay is granted an employee for reasons of illness or physical incapacity, ANAHEIM shall continue to pay for any hospitalization and major medical insurance previously paid for by ANAHEIM for a maximum of twelve (12) 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 twelve (12) complete months.

38.1.4 In the event that leave without pay is granted an employee for an absence due to a disputed workers' compensation illness or injury, ANAHEIM shall continue to pay for any hospitalization and major medical insurance previously paid for by ANAHEIM for a maximum of twenty-four (24) 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 twenty-four (24) complete months.

38.1.5 An employee who is absent from work for a period of (1) one year on leave without pay shall be separated from service; provided however that an employee who is absent from work as a result of a disputed workers' compensation illness or injury shall not be separated until the employee has been absent for two (2) years. An employee separated under the provisions of this ARTICLE shall be eligible for reinstatement pursuant to ARTICLE 32 – REINSTATEMENT. No psychological evaluation will be required. Separation under the provisions of this paragraph shall not affect an employee's eligibility for any disability or workers' compensation benefits to which the employee may be entitled.

38.1.6 Leave without pay as provided for in Sections 38.1.3 and/or 38.1.4 may be extended at the request of the Chief of Police, with the concurrence of the Human Resources Director, when there is sound medical reason to believe that the employee's return to work is likely.

38.1.7 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 biweekly pay periods, the employee's anniversary date for purposes of merit pay increases shall be changed to conform with the provisions of Section 15.1 provided that the employee returns to a position in a lower job class. If the employee returns to a position in a lower job class, the employee's salary step status shall be determined in accordance with the provisions of ARTICLE 33 – VOLUNTARY DEMOTION.

ARTICLE 39 – MILITARY LEAVE

39.1 ANAHEIM's policy relating to military leave and compensation therefore, shall be in accordance with the provisions of the Military and Veteran's Code of the State of California (Section 395) and with all Federal provisions (Public Law 93-508).

39.1.1 During any term of deployment, employees shall be considered to be on leave without pay status (LWOP) and shall accrue no paid leaves.

ARTICLE 40 – SICK LEAVE

40.1 Effective December 19, 1980, accrued sick leave hours shall be entered in a new sick leave plan and regular full-time employees with an average regular work week of forty (40) hours who were employees as of that date shall have up to one hundred seventy-five (175) hours transferred to the usable sick leave account. The remainder (over 175 hours) shall be credited as follows: seventy-five percent (75%) to be reported as service credit at retirement; twenty-five percent (25%) converted to cash value at the employee's current (December 19, 1980) regular hourly rate of pay and paid with interest at retirement, layoff, or to his/her beneficiary, as designated by Public Employees' Retirement System records if the employee dies while employed.

40.1.1 An employee who has more than five (5) years of continuous City service and is age 50 or older may elect once each year to receive all or a portion of his/her

Employee Sick Leave Trust Fund amount. When partial payment is requested, the amount shall not be less than twenty-five percent (25%) of the balance, and a maximum of four (4) such partial payments shall be allowed with the fourth payment paying the entire remaining balance in the account.

40.1.2 Beginning with tax year 2004 and thereafter, employees may no longer elect to receive a portion of the Sick Leave Trust Fund amount and shall be paid any remaining balance only upon separation from City service.

ARTICLE 41 – PAID LEAVE PROGRAM

41.1 The Paid Leave program for regular, full-time employees in classifications listed in Appendix "A" shall be administered in accordance with the following provisions:

41.1.1 Employees shall accrue Paid Leave time as follows:

41.1.1.1 For the first four (4) years of continuous, full-time service employees shall accrue Paid Leave at the rate of ten (10) hours for each complete biweekly pay period plus two (2) hours paid leave at the close of the final complete biweekly pay period of each fiscal year (262 hours per year). The maximum amount of Paid Leave that may be accrued shall be twice the annual accrual.

41.1.1.2 Upon completion of four (4) years of continuous, full-time service, employees shall accrue Paid Leave at the rate of eleven (11) hours for each complete biweekly pay period plus two (2) hours paid leave at the close of the final complete biweekly pay period of each fiscal year (288 hours per year). The maximum amount of Paid Leave that may be accrued shall be twice the annual accrual.

41.1.1.3 Upon completion of eight (8) years of continuous, full-time service, employees shall accrue Paid Leave at the rate of twelve (12) hours for each complete biweekly pay period plus two (2) hours paid leave at the close of the final complete biweekly pay period of each fiscal year (314 hours per year). The maximum amount of Paid Leave that may be accrued shall be twice the annual accrual.

41.1.1.4 Upon completion of fourteen (14) years of continuous, full-time service, employees shall accrue Paid Leave at the rate of thirteen (13) hours for each complete biweekly pay period plus two (2) hours paid leave at the close of the final complete biweekly pay period of each fiscal year (340 hours per year). The maximum amount of Paid Leave that may be accrued shall be twice the annual accrual.

41.1.1.5 Upon completion of twenty (20) years of continuous, full-time service, employees shall accrue Paid Leave at the rate of fourteen (14) hours for each complete biweekly pay period plus two (2) hours paid leave at the close of the final complete biweekly pay period of

each fiscal year (366 hours per year). The maximum amount of Paid Leave that may be accrued shall be twice the annual accrual.

41.1.1.6 Upon completion of twenty-five (25) years of continuous, full-time service, employees shall accrue Paid Leave at the rate of fifteen (15) hours for each complete biweekly pay period plus two (2) hours paid leave at the close of the final complete biweekly pay period of each fiscal year (392 hours per year). The maximum amount of Paid Leave that may be accrued shall be twice the annual accrual.

41.2 Paid Leave time off shall be granted to employees for the purpose of scheduled vacation leave, holiday time off in accordance with ARTICLE 35 – HOLIDAYS, and medical and dental appointments during work hours. Leave authorized under this Section shall require prior approval and shall be granted in accordance with the best interests of ANAHEIM and the Police Department.

41.3 Employees shall only be eligible for unscheduled Paid Leave time off for the following reasons: (a) Illness of the employee or physical incapacity of the employee due to illness or injury; (b) Enforced quarantine of the employee in accordance with community health regulations; (c) Temporary disabilities caused by pregnancy and childbirth; and (d) Illness of the employee's immediate family.

In the event that an employee is absent on unscheduled Paid Leave in excess of two (2) consecutive work shifts, the Chief of Police or division head may require the employee to submit a written statement by a physician licensed by the State of California certifying that the employee's condition or that of an immediate family member prevented the employee from performing the duties of his/her position. Failure on the part of the employee to comply with such a requirement may be considered cause for denial of Paid Leave and may also be considered cause for disciplinary action.

41.4 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 Workers' 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 Workers' Compensation Insurance and Safety Act and the employee's regular basic rate of pay.

41.5 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.

41.6 An employee shall have one-half (1/2) hour deducted from the employee's accrued Paid Leave time for each one-half (1/2) hour of Paid Leave time taken. The minimum amount of Paid Leave time that may be taken at any time is one-half (1/2) hour.

41.7 The maximum amount of Paid Leave time that may be taken at any time shall be that amount that has accrued to the employee.

41.8 In the event that an employee leaves work during working hours and is placed on Paid Leave time prior to the close of the workday, such Paid Leave time shall be calculated to the nearest hour.

41.9 Paid leave time which is accrued but not taken shall be paid under the following conditions:

41.9.1 Upon separation from employment, the employee shall be paid for all hours accrued but not used in excess of one hundred seventy-five (175) hours. In the event the employee retires from ANAHEIM service or separates due to layoff, all hours accrued but not used shall be reported as unused sick leave for additional service credit in accordance with the contract between ANAHEIM and the Public Employees Retirement System, or, at the option of the employee, paid at the employee's regular hourly rate of pay.

41.9.2 Employees may request to be compensated for up to eighty (80) accrued Paid Leave hours once per calendar quarter (January 1 to March 31; April 1 to June 30; July 1 to September 30; October 1 to December 31) subject to the following provisions:

41.9.2.1 The employee must have used a minimum of forty (40) hours of Paid Leave during the preceding twelve (12) months.

41.9.2.2 The employee's Paid Leave balance cannot drop below one hundred seventy-five (175) hours as a result of the request.

41.9.2.3 The Chief of Police or the Chief's designee must approve the employee's request for Paid Leave pay-off.

41.10 An employee who is continuously and totally disabled for more than thirty (30) calendar days shall be eligible to receive a disability benefit of eighty-five percent (85%) of the employee's base rate of pay, before 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.

41.10.1 Deductible benefits include salary or other compensation paid by any employer including self-employment, and disability and retirement benefits from the following sources:

a) A Workers' 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.

b) A state, federal or other governmental disability or retirement plan (including but not limited to the Federal Social Security Act) if benefits being received are for the current disabling condition.

c) Any pension plan toward which ANAHEIM contributed.

41.10.2 Total disability means an employee's complete inability to engage in the employee's regular occupation.

41.10.3 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.

41.11 If two (2) or more periods of total disability occur during a specific six (6) month elimination period for the insured long-term disability ("LTD") plan, all such periods shall be considered as one (1) period of continuous total disability under the following conditions:

41.11.1 All periods of total disability must be due to the same cause or causes; and

41.11.2 All recurring periods of total disability that qualify as one (1) 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 one (1) month waiting period before ANAHEIM Disability Benefits will be paid; and

41.11.3 Commencement of the benefit period for the insured LTD plan shall automatically terminate benefits from the ANAHEIM Disability Plan.

41.12 An employee who is continuously and totally disabled for more than six (6) months shall receive LTD benefits in accordance with the provisions of ARTICLE 56 – INSURANCE – ACTIVE EMPLOYEES.

41.13 The provisions of Sections 41.10 and 41.11 shall be null and void effective January 1, 2017 through and including December 31, 2018, or such other date as may be agreed upon by the parties, in connection with the parties' agreement to implement an alternate STD/LTD program for a two (2)-year trial period beginning January 1, 2017.

ARTICLE 42 – GENERAL OVERTIME

42.1 A full-time employee who performs authorized work in excess of the employee's normal work period, regular work week, work day or shift shall be compensated for such work at the rate of one and one-half (1½) times the employee regular hourly rate of pay. For the purpose of determining an employee's eligibility for overtime compensation under the provisions of this ARTICLE, an employee shall be regarded as having performed authorized work when he or she is on an authorized paid leave of absence.

42.1.1 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.

42.1.2 All overtime must be authorized by the appropriate division head.

42.1.3 An employee entitled to overtime pay either pursuant to the Fair Labor Standards or the applicable MOU shall have the option of (1) being paid for any overtime work performed, or (2) accepting the half-time portion in pay and accumulating the

straight time. The employee may accrue up to a maximum of eighty (80) hours compensatory time per fiscal year. Such compensatory time shall be paid off to a balance of forty (40) hours twice per fiscal year. Compensatory time shall be paid off on the last payday in December and on the last payday in June of each year. A terminating employee shall be compensated at his/her current rate of pay for accrued compensatory time.

42.1.4 An employee shall have the option of being paid for all accrued compensatory time, at any time, with two (2)-weeks advanced notice.

42.1.5 The Chief of Police shall have authority to suspend the option of accepting the half time portion in pay and accumulating straight time by any work section, or any classification, or any individual employee in the event that temporary or short-term staffing levels or other work anomalies result in employees not having a reasonable expectation of taking compensatory time off. The Chief's decision shall be communicated to the APA.

42.1.5.1 An employee may not elect to accrue compensatory time off for overtime assignments for which the City gets reimbursed for providing police services, including assignments at the Stadium, Convention Center, The City National Grove Theater, Disneyland Resort, or any other assignment scheduled by the Special Events Detail. Also, a Police Officer, Investigator, Detective, and Sergeant may not elect to accrue compensatory time off for working overtime assignments in the Detention Facility or Communications Section/Division.

42.1.6 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 required by law.

COMPENSATORY TIME – USE OF

42.1.7 An employee who requests to use their accrued compensatory time will be permitted to do so pursuant to the following:

1. All requests to use accrued compensatory time must be made to the employee's immediate supervisor.

2. The employee's request to use accrued compensatory time may be denied by the City if: (1) the request was made with less than twenty-one (21) calendar day advance notice; or (2) the requested use is "unduly" disruptive to the operations of the Department. A request to use compensatory time off made with less than the twenty-one (21) calendar day notice may still be granted at the discretion of the Supervisor or Watch Commander to whom the request is made.

3. In all cases where an employee's request to use compensatory time drops his/her patrol shift/team below minimum staffing levels, the employee must secure a replacement willing to work that shift. If an officer does not identify a replacement

officer in the request, the request will be denied. If for any reason the shift/team falls below minimum staffing levels after a compensatory time off request is approved, it will be the responsibility of the Department to secure a replacement to staff the shift.

4. In addition to the preceding, no compensatory time off requests shall be approved on the following days, unless the employee secures a replacement to work his/her shift: Super Bowl Sunday, Easter, Halloween, Christmas Eve, New Year's Eve, and on any MOU-designated City holiday. If an MOU-designated City holiday falls on a Saturday or Sunday and ANAHEIM recognizes the prior Friday or subsequent Monday, respectively, in observance of that holiday, this provision shall apply to the actual day of the holiday (i.e., Saturday or Sunday).

5. Accrued compensatory time may be used in increments of one-half (1/2) hour, subject to the rules and regulations, herein. Accrued compensatory time may be used for all or a portion of an employee's shift.

6. Compensatory time off requests shall be granted on a "first come, first serve" basis, based upon the date and time the request was submitted by the employee to his/her supervisor.

7. Employees shall not be required to disclose the reason or purpose for taking compensatory time off.

42.2 ANAHEIM and the APA agree that overtime assignments to Police Sergeant positions for which ANAHEIM is reimbursed shall be made to the following groups in the following order:

1. Current Police Sergeants

Employees currently employed as Police Sergeants who voluntarily request an assignment to work overtime at such events.

2. Police Lieutenants/Police Captains

Management employees who voluntarily request an assignment to work overtime at such events after the primary group has been depleted.

At such times as management employees work events under the provisions of this ARTICLE, they shall be paid one and one-half (1½) times the hourly rate of Police Sergeant 10th step.

3. Police Sergeants Ordered to Work

Employees currently employed as Police Sergeant who are ordered to work the event.

ARTICLE 43 – BILINGUAL PAY

43.1 Employees required to speak, read, and/or write in Spanish or other languages, as well as English, as part of the regular duties of their position will be compensated as follows:

- **2 ½%** Street Level, where the Officer is able to get his/her or point across to a monolingual speaker of the second language, in situations where lack of speed in communicating in the second language will not have an adverse effect on handling a situation effectively.

- **5%** Complex Level, where the Officer must be able to communicate effectively and quickly with a monolingual speaker of a second language, in a variety of situations requiring immediate comprehension of the circumstances, to minimize danger to Police personnel and/or the general public.

- **7 ½%** Court Certified, where the Officer must be able to effectively interpret or translate oral statements of victims, witnesses, or suspects who are monolingual in a second language, in situations where attention to accuracy and nuance is essential to the successful outcome of an investigation or court proceeding. It is the intent of the PARTIES that Officers at this level successfully pass an oral interpretation examination equivalent to that required by a Court of Law.

43.1.1 The Chief of Police shall designate which positions shall be assigned bilingual duties and shall determine which languages, where there is a substantial non-English speaking population in the community, shall be eligible for bilingual pay.

43.1.2 The Human Resources Director shall conduct a test of competency for employees whose positions have been assigned bilingual duties to certify these employees eligible for bilingual pay, except that operating departments with an authorized bilingual certifier may conduct their own test of bilingual competency and notify the Human Resources Director of the outcome of the test.

43.1.3 Bilingual pay eligibility shall continue in accordance with the above provisions during any period of leave with pay.

43.1.4 Bilingual pay eligibility shall continue only as long as the employee demonstrates continuing competency through an annual proficiency examination, and the Chief of Police affirms an ongoing need for the assigned bilingual duties.

43.1.4.1 Employees who, as of June 1, 2009, receive bilingual pay of five percent (5%) who do not successfully pass a required recertification examination shall be allowed up to six (6) months to successfully pass a subsequent recertification examination before their bilingual pay is removed.

43.2 ANAHEIM agrees that no employee shall be required to take the test of competency and receive bilingual pay.

43.3 Effective the pay period beginning June 29, 2018, employees required to speak, read, and/or write in Spanish or other languages, as well as English, as part of the regular duties of their position will be compensated on a biweekly basis as follows:

Police Sergeant Classifications:

- Street Level – The flat-dollar rate equivalent to two and one-half percent (2 1/2%) of the top step biweekly rate of the Senior Master Sergeant in effect as of the pay period beginning June 29, 2018.

- Complex Level - The flat-dollar rate equivalent to five percent (5%) of the top step biweekly rate of the Senior Master Sergeant in effect as of the pay period beginning June 29, 2018.

- Court Certified - The flat-dollar rate equivalent to seven and one-half percent (7 1/2%) of the top step biweekly rate of the Senior Master Sergeant in effect as of the pay period beginning June 29, 2018.

Police Officer Classifications:

- Street Level – The flat-dollar rate equivalent to two and one-half percent (2 1/2%) of the top step biweekly rate of the Senior Master Advanced Police Officer in effect as of the pay period beginning June 29, 2018.

- Complex Level - The flat-dollar rate equivalent to five percent (5%) of the top step biweekly rate of the Senior Master Advanced Police Officer in effect as of the pay period beginning June 29, 2018.

- Court Certified - The flat-dollar rate equivalent to seven and one-half percent (7 1/2%) of the top step biweekly rate of the Senior Master Advanced Police Officer in effect as of the pay period beginning June 29, 2018.

Bailiff, Corrections Officer, and Corrections Facility Supervisor Classifications:

- Street Level - The flat-dollar rate equivalent to two and one half percent (2.5%) of each respective classification's top step biweekly rate in effect as of the first pay period beginning after Council approval of the MOU.

- Complex Level - The flat-dollar rate equivalent to five percent (5.0%) of each respective classification's top step biweekly rate in effect as of the first pay period beginning after Council approval of the MOU.

- Advanced Level - The flat-dollar rate equivalent to seven and one-half percent (7.5%) of each respective classification's top step biweekly rate in effect as of the first pay period beginning after Council approval of the MOU.

43.5 To the extent legally permitted, as determined by CalPERS or a court of competent jurisdiction, bilingual pay shall be reported to CalPERS as compensation earnable pursuant to Title 2, CCR Section 571 (a)(3) and Section 571.1 (b)(3)– Bilingual Premium.

ARTICLE 44 – CALL-OUT

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

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

44.1.2 When an employee is called out for emergency work, the employee shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for such emergency work.

44.1.3 A minimum of two (2) hours (including travel time) of pay at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay shall be guaranteed for each emergency call-out.

44.1.4 For employees not assigned take home vehicles, 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.

44.1.5 Employees subpoenaed to appear during off-duty hours as a prosecution witness for court matters within the scope of their employment and who receive such subpoenas after 1700 (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.

44.1.6 Employees subpoenaed to appear during off-duty hours as a prosecution witness for court matters within the scope of their employment and who receive such subpoena before 5:00 p.m. of the calendar day prior to the date of court appearance shall be compensated at the appropriate rate of pay.

44.2 A minimum of two (2) hours pay at the rate of one and one-half (1½) times the employee's regular rate of pay shall be guaranteed for planned overtime (i.e. any overtime scheduled twenty-four (24) hours or more in advance of the assignment), except when such overtime occurs immediately before or after a regular work period.

ARTICLE 45 – SHIFT DIFFERENTIAL

45.1 An employee who works a shift that includes any of the twelve (12) hours between 1800 (6:00 p.m.) and 0600 (6:00 a.m.) shall be eligible to receive shift differential pay for those regular hours worked.

45.2 A premium of two percent (2%) of the employee's regular hourly rate of pay shall be paid for all regular hours worked between 1800 (6:00 p.m.) and 0600 (6:00 a.m.).

45.2.1 Shift premium shall be payable only for regular shift hours actually worked and shall not be paid for overtime for non-work time, such as vacations, holidays, paid leave, etc.

45.2.2 An employee eligible to receive shift differential who is temporarily upgraded to Police Lieutenant shall be eligible to receive shift differential pay while temporarily upgraded.

45.3 To the extent legally permitted, as determined by CalPERS or a court of competent jurisdiction, shift differential pay shall be reported to CalPERS as compensation earnable pursuant to Title 2, CCR Section 571 (a)(4) and Section 571.1 (b)(4)– Shift Differential.

ARTICLE 46 – SPECIAL ASSIGNMENTS

46.1 A Police Officer or Police Sergeant assigned to special assignment duty outside uniform patrol shall be compensated in accordance with Section 16.2. ANAHEIM and the APA agree that such employees may be required to carry a City-provided cell phone for the purpose of being on call to handle emergency situations arising at times other than during normal working hours as part of their special assignment duties.

46.2 For designated investigation/detective assignments (excluding Gang Unit, Crime Task Force, Homicide, Major Narcotics, Air Support, K9, Motors, and Criminal Intelligence) the Chief of Police may designate up to the following number of two (2)-year rotational positions:

- 1-3 positions in the unit — 1 rotational position
- 4-7 positions in the unit — 2 rotational positions
- 8-11 positions in the unit — 3 rotational positions
- 12+ positions in the unit — 4 rotational positions

46.2.1 Rotational positions will be added to the units as incumbents leave through attrition.

46.3 Employees in rotational positions are eligible to be selected to permanent assignments if selected through the recruitment process.

46.4 To the extent legally permitted, as determined by CalPERS or a court of competent jurisdiction, special assignment pay shall be reported to CalPERS as compensation earnable pursuant to Title 2, CCR Section 571 (a)(4) and Section 571.1 (b)(3)– Training Premium (FTO), Canine Officer (Canine) Premium, Flight Time Premium (TFI), Detective Division Premium (Homicide Detail Sergeant/Detective; Robbery Detail Sergeant/Detective; Gang Detail Sergeant/Investigator [includes Gang Investigations and Gang Suppression]; Burglary & Auto Theft Detail Sergeant/Detective; Financial Crimes Detail Sergeant/Detective; Sexual Assault Detail Sergeant/Detective; Family Protection Detail Sergeant/Detective; Major Narcotics Detail Sergeant/Investigator; Criminal Intelligence Detail Sergeant/Investigator; OCIAC Sergeant; Vice Detail Sergeant/Investigator; Human Trafficking Task Force Sergeant/Investigator; Crime Task

Force Detail Sergeant/Investigator; and Special Investigations Unit), Motor Cycle Premium (Motors), Educational Incentive (DRE).

ARTICLE 47 – SHORT SHIFT CHANGE

47.1 Short shift change as defined herein shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

47.1.1 The first work day on a new schedule after transfer from one schedule of working days to another without notification of such transfer at least twenty-four (24) hours in advance of the starting time of the new schedule.

47.1.2 The first shift after transfer from one working shift to another without notification of such transfer at least twenty-four (24) hours in advance of the starting time of the new shift.

47.1.3 Whenever required to transfer from one schedule of working days to another with but eight (8) hours off between shifts more than once in a work week.

47.1.4 No overtime compensation shall be paid for any hours worked on a second shift in any twenty-four (24) hour period, which hours are worked as a result of the regular shift rotation or which hours are worked as a result of shift changes or changes in days off mutually agreed upon by employees for their convenience. Any changes in days off must be in the same work week.

ARTICLE 48 – STANDBY

48.1 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 employee's regular hourly rate of pay for each calendar day of such standby duty.

48.2 An employee assigned to standby duty for purposes of being on call for court appearances within the scope of his/her employment arising at times other than during normal working hours shall be guaranteed two (2) hours of pay at the employee's regular hourly rate of pay for each calendar day of such standby duty. An employee assigned to standby duty for purposes of being on call for two (2) separate court subpoenas for both a morning session and an afternoon session on the same day, or when an employee is carried over from a single subpoena from a morning session to an afternoon session on the same day shall be guaranteed two (2) additional hours of pay at the employee's regular hourly rate of pay for each calendar day of such standby duty. Employees with subpoenas that are cancelled after 1700 (5:00 p.m.) the day prior shall be entitled to two (2) hours straight time compensation. If the subpoena is for a Monday appearance, the cancellation must be received by 1700 (5:00 p.m.) the prior Friday.

48.2.1 An employee who is called for a court appearance in accordance with this ARTICLE and who is required to report back after a lunch period shall be deemed to be working during the court lunch recess.

48.2.2 An employee who is called for a court appearance on his/her off-duty time shall be paid one (1) hour of travel time round trip (or thirty (30) minutes each way) to make the court appearance, regardless of the actual travel time.

48.3 The following personnel shall be placed on standby duty each week:

- One (1) Homicide Sergeant;
- One (1) Traffic Investigator;
- One (1) Public Information Officer;
- One (1) Family Justice Center Detective (from either Family Protection or Sex Crimes Detail);
- Two (2) Homicide Detectives (Monday through Thursday only); and
- Four (4) Homicide Detectives (Friday through Sunday, and every holiday).

The Chief of Police shall retain the sole discretion to assign other Association members to standby duty based on operational needs. Employees shall be assigned to standby duty as provided in the Department's standby policy, which was negotiated pursuant to the meet and confer process.

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

ARTICLE 49 – TRAVEL AND MILEAGE EXPENSES

49.1 Travel expense allowance for employees while on ANAHEIM business shall be provided in accordance with regulations established by the City Manager and/or the Anaheim City Council.

49.2 Anaheim's mileage reimbursement rate will be the maximum mileage allowance established by the Internal Revenue Service for which an employee does not have to account to his/her employer for business transportation expenses.

49.3 Any increase or decrease shall be effective the first day of the second month after the date of publication by the Internal Revenue Service.

ARTICLE 50 – K-9 UNIT

50.1 Officer Selection

50.1.1 The Police Department shall determine the standards and procedures for selection of officers assigned to the K-9 Unit.

50.2 Compensation

50.2.1 Premium and call-out compensation shall be in accordance with the provisions of ARTICLE 42 - GENERAL OVERTIME and ARTICLE 44 – CALL-OUT.

50.3 Conditions of Assignment

50.3.1 Officers selected for the K-9 Unit shall agree to a two (2) year minimum assignment to the K-9 Unit.

50.3.2 K-9 officers shall reside within 30 minutes normal driving time from the Police Department.

50.3.3 K-9 officers shall have the approval of all family members living in the same household to participate in the K-9 Unit.

50.3.4 ANAHEIM shall be responsible for constructing a dog house and run on the K-9 officer's property.

50.3.5 K-9 officers shall live in a single family dwelling. If renting or leasing, the officer shall have a long-term agreement and written permission of the property owner to house the dog.

50.4 Program Operation

50.4.1 Equipment Assignment

50.4.1.1 K-9 officers shall be permanently assigned a squad car, a hand-held radio, and a charger, which will be kept at the officer's home when not on duty.

50.4.1.2 Such general training and handling equipment as required to maintain the dog in first-rate condition shall be provided by the Police Department.

50.4.2 Care of the Dog

50.4.2.1 The Police Department shall provide necessary veterinarian visits on-duty or the officer shall be compensated at the appropriate overtime rate of pay for off-duty visits in accordance with ARTICLE 42 – GENERAL OVERTIME.

50.4.2.2 The Police Department shall provide dog food and feeding utensils.

50.4.2.3 During K-9 officer vacation, the dog shall be housed with another K-9 Unit or at a kennel, at the discretion of the Police Department. Kennel boarding expenses shall be borne by the Police Department.

50.4.2.4 K-9 officers shall be responsible for providing general care for the dog, ensuring that the animal is in good health and fit for duty.

50.5 Training as directed by the Police Department shall be conducted while the officer is on-duty. Overtime training shall be compensated at the regular overtime rate of pay in accordance with ARTICLE 42 – GENERAL OVERTIME.

ARTICLE 51 – MEAL ALLOWANCE

51.1 ANAHEIM shall provide an employee adequate meals under the following conditions:

51.1.1 An employee shall be provided with two (2) adequate meals if the employee is called out on emergency overtime work one (1) or more hours before a scheduled workday. If a meal has been earned under another Section of this rule within two (2) hours of the scheduled workday, only one (1) meal shall be provided under this Section.

51.1.2 An employee will be provided one (1) meal if the employee is called back to emergency overtime work within one and one-half (1½) hours after normal quitting time and works beyond two and one-half (2½) hours after normal quitting time.

51.1.3 An employee shall be provided an adequate meal if the employee works two (2) hours or more overtime beyond the normal quitting time (i.e. his/her scheduled hours of work for such shift).

51.1.4 An employee shall receive one (1) meal if the employee is scheduled to work overtime two (2) hours or more before a regular day.

51.1.5 An employee shall be provided an adequate meal at four (4) hour intervals during the performance of emergency overtime work.

51.1.6 Mealtime shall be compensated at the appropriate overtime rate and shall normally be limited to one-half (1/2) hour with a maximum limit of forty-five (45) minutes paid mealtime.

51.1.7 An employee may, at the employee's request, be compensated for meals at the rate of one-half (1/2) hour of overtime pay per meal for only unplanned overtime assignments.

ARTICLE 52 – MISCELLANEOUS

52.1 Motorcycle, Vice, Narcotics, and Criminal Intelligence employees shall not be granted travel time when driving an Anaheim City vehicle to and from work.

52.2 Uniformed personnel of the Police Department and certain other designated personnel shall be furnished uniforms in accordance with regulations established by the Chief of Police.

52.3 ANAHEIM agrees that employees assigned to uniformed work units may elect to wear long sleeve or short sleeve uniform shirts at the employee's discretion. For special events such as parades, concerts, funerals, etc., the Chief of Police may designate the appropriate uniform to be worn.

52.4 ANAHEIM and the APA agree that a Police Officer/Helicopter Pilot assigned to the Helicopter detail may choose his/her shift assignment based on Helicopter detail seniority for a period of not more than twelve (12) months in a sixteen (16) month cycle. A Police Officer/Helicopter Pilot may be assigned to a different shift for one (1) shift realignment period, not to exceed four (4) months, as determined by Police Department management.

52.4.1 Personnel assigned to the Helicopter detail will rotate days off during their normal work schedule as determined by Police Department management. Police Department management may make scheduling changes to facilitate training, or meet other specific Department needs.

52.5 Effective the first full pay period in January 2020, employees assigned to the Mounted Unit shall receive a stipend of seventy-six dollars and ninety-two cents ($76.92) per biweekly pay period for boarding, care, maintenance, or gear related to the horse. To the extent legally permitted, as determined by CalPERS or a court of competent jurisdiction, this compensation shall be reported to CalPERS as compensation earnable pursuant to Title 2, CCR. Section 571(a)(4) and Section 571.1(b)(3), Canine Officer/Animal Premium.

ARTICLE 53 – POLICE OFFICER TRAINEE

53.1 ANAHEIM and the APA agree that employees hired into the Police Officer Trainee classification shall be members of the "Miscellaneous" retirement plan rather than the "Safety" formula. Upon satisfactory completion of basic recruit training, Police Officer Trainees shall be promoted to Police Officer (Safety Plan). Employees promoted under the provisions of this ARTICLE shall retain their merit review date and salary step status.

53.2 ANAHEIM and the APA agree that when seniority is used in Uniform Patrol to determine shift assignment, or days off preference, the seniority date shall be determined by the following provisions:

53.2.1 Employees who were hired on or before July 2, 1992, shall use their hire date as the seniority date.

53.2.2 Employees who were hired on or after July 3, 1992, shall use their sworn-in date as the seniority date. Sworn-in date is defined as the date an employee receives a

badge, including badge number and receives a formal letter of appointment by the Chief of Police.

53.2.3 Should two (2) or more employees share the same seniority date, preference shall then be established by the alphabetical listing of surnames.

ARTICLE 54 – ADMINISTRATIVE LEAVE WITH PAY

54.1 Employees in classifications listed in Appendix "A" may be placed on Administrative Leave With Pay at the discretion of Police Department management with the concurrence of the City Manager under the following circumstances:

54.1.1 Officers involved in shooting.

54.1.2 Officers suspended of wrongful acts at such times as the best interests of ANAHEIM are served by keeping such officers away from the workplace.

54.1.3 Employees judged by a manager or supervisor to be "unfit" to safely perform assigned duties and required to undergo a fitness for duty assessment shall be eligible to receive Administrative Leave With Pay from the day an employee is judged to be unfit to the day a fitness for duty assessment is received by the Police Department. For the purpose of ARTICLE 62 – FITNESS FOR DUTY ASSIGNMENTS, Administrative Leave With Pay shall be combined with Paid Leave Pay to satisfy the elimination period for entitlement to short-term disability (STD) Benefits.

ARTICLE 55 – GRIEVANCE GENERAL

55.1 Any violation of the terms and conditions of this MOU or the Police Department Rules of Conduct, or any violation of commonly accepted safety practices and procedures, as alleged by the APA, shall be considered to be a matter subject to review through the grievance procedure and settled in accordance with the provisions of this ARTICLE. Any discipline imposed under the provisions of ARTICLE 29 – SALARY STEP REDUCTION, SUSPENSION, DEMOTION AND DISMISSAL shall also be considered to be a matter subject to review through the grievance procedure and may be brought forward by either the APA or the affected employee on his/her own behalf.

55.1.1 In those instances where the discipline imposed is other than salary step reduction, suspension, demotion, or dismissal, either the APA or the affected employee on his/her own behalf, may submit a written request for a review of the disciplinary action through an administrative review procedure.

55.1.1.1 Administrative Review Procedure:

The written request must be submitted to the office of the Chief of Police within fourteen (14) calendar days after receipt of notice by the employee of the disciplinary action. The Chief of Police shall

conduct an administrative review within fourteen (14) calendar days of submission of the written request.

The Chief of Police 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.

55.1.2 Supervisory log entries shall not be subject to review through the grievance procedure nor through the administrative review procedure set forth in Section 55.1.1.1.

55.1.3 Section 29.5 provides for an accelerated procedure under the provisions of this ARTICLE when an employee is dismissed.

55.2 Any violation of this MOU as alleged by ANAHEIM shall be resolved between authorized representatives of ANAHEIM and the APA. 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.

55.3 All filing fees and arbitrator expenses shall be borne equally by ANAHEIM and the APA. Any compensation payable to an employee who is required to be available to testify as a witness shall be borne by the calling party.

55.4 Employee grievances shall be handled in the following manner:

55.4.1 First Step. An attempt shall be made to adjust all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the division head, within fourteen (14) calendar days after the occurrence of the incident involved in the grievance. The division head's answer shall be delivered within seven (7) calendar days after the Step I grievance hearing.

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

55.4.2 Second Step. If the grievance is not satisfactorily adjusted in the First Step, it shall be submitted in writing to the Chief of Police within fourteen (14) calendar days after the division head's answer is received by the employee and/or his/her designated representative. The Chief of Police shall meet with the employee and/or his/her designated representative within fourteen (14) calendar days after submission of the grievance. The Chief of Police 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 his/her designated representative within seven (7) calendar days after said meeting.

55.4.2.1 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.

55.4.3 Third Step. If the grievance is not satisfactorily adjusted in the Second Step, it shall be submitted, solely by the APA, to the Human Resources Department for a final and binding decision by an impartial arbitrator (or, if the City Manager and the employee and/or his/her designated representative agree, it shall be submitted in writing to the Human Resources Department for a final and binding decision by the City Manager). Such submission must occur within thirty (30) calendar days after the Chief of Police's answer is received.

55.4.3.1 The PARTIES (ANAHEIM and APA) 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.

55.4.4 If submitted to the City Manager, the City Manager or the City Manager's assistant shall meet with the employee and/or his/her designated representative within fourteen (14) calendar days after submission of the grievance. The City Manager or the City Manager's assistant may affirm, reverse, or modify as deemed appropriate, the disposition made at the Second Step.

55.4.5 The City Manager or the City Manager's assistant shall deliver his/her decision to the employee and/or his/her designated representative within seven (7) calendar days after said meeting, and such decision shall be final and binding on both PARTIES.

55.5 In order to request arbitration, either party shall serve written notice to the other party specifying the grievance to be submitted. The PARTIES shall thereafter attempt to resolve the issue and select the arbitrator. If such written notification and selection of the arbitrator is not completed within thirty (30) calendar days after the Chief of Police's answer is received by the employee's and/or his/her designated representative, then either party may take action to compel arbitration. Failure to take action to compel arbitration within thirty (30) additional calendar days shall conclusively be deemed abandonment of the right to compel arbitration.

55.5.1 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 Memorandum of Understanding 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.

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

55.6 Any grievance not presented and/or carried forward by the employee and/or his/her designated representative within the time limits specified in this ARTICLE shall be deemed null and void, provided, however, the employee and/or his/her designated representative and the ANAHEIM representative may agree to continue said time limits.

55.7 Any grievance not responded to by ANAHEIM within the time limits specified in this ARTICLE shall extend the grievant's time limit for submitting the grievance to the next step in the grievance process by thirty (30) calendar days, and, at the option of the employee and/or his/her designated representative, shall allow the grievance to be submitted directly to arbitration.

55.8 Any adoption, deletion, or revision of ANAHEIM policy as may be suggested or recommended by an employee or employee organization shall not be considered to be a matter subject to review through the grievance procedure.

55.9 Grievances relating to alleged violations of the terms and conditions of this MOU are reserved exclusively to the APA. Employees shall have the right to be represented in all other grievance matters in the following manner:

55.9.1 Employees shall have the right to represent themselves individually in grievance matters through the Second Step of the grievance procedure.

55.9.2 Employees may designate a representative to represent them in grievance matters through the Second Step of the grievance procedure.

55.9.3 No supervisor shall be represented in grievance matters by an employee whom he/she may supervise.

55.9.4 No employee shall be represented in grievance matters by a supervisor for whom he/she may work.

55.10 ANAHEIM and the APA agree that a member of the Board of Directors of the APA may represent in grievance matters an employee whom he/she may supervise or an employee for whom he/she may work, except when the member of the Board of Directors is a party to the grievance.

55.11 ANAHEIM and the APA agree that any retroactive pay adjustment due an employee as the result of an error or inadvertence shall be limited to three (3) years or the date of the occurrence, whichever is most recent. Any retroactive pay adjustment due an employee as the result of the resolution of a dispute over the application of the terms and conditions of this MOU shall be limited to the pay period prior to the date that ANAHEIM was noticed of the dispute.

ARTICLE 56 – INSURANCE – ACTIVE EMPLOYEES

56.1 Health Plans

56.1.1 ANAHEIM agrees to offer prepaid and/or insured health plans recommended by the Joint Committee on Medical Programs and approved by the Anaheim City Council. Health Maintenance Organization (HMO) benefit schedules shall be standardized to the extent possible, and shall require a fifteen dollar ($15) co-payment for outpatient and physician services.

56.1.2 ANAHEIM shall contribute towards the monthly cost of health coverage to the various medical plans as follows:

Approved HMO plans not to exceed one hundred percent (100%) of the monthly rate.

All other health plans not to exceed one hundred thirty percent (130%) of the Kaiser monthly rate.

56.1.3 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 Index – 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 percentage 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).

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 five (5) working days, he/she 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.

56.1.4 For all medical plans, married ANAHEIM employee couples shall be allowed only one (1) medical plan and only one (1) dental plan to cover all family members, and married ANAHEIM employee couples covered by one (1) plan shall pay no health insurance premium while both spouses are employed by ANAHEIM. Married City employee couples shall have the option to elect the "opt-out" program for the dependent spouse as described in Section 56.1.3 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.

56.1.5 Proof of marriage shall be required of all employees enrolled in any City medical 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").

56.1.6 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.

56.1.7 The benefit schedules for the prepaid HMO health plans shall not be modified unilaterally by ANAHEIM, except that each company may, from time to time, make revisions to the master contract language or impose minor benefit modifications.

56.1.8 In the event that eligible survivors of an employee who dies as the direct and proximate result of personal injury sustained in the line of duty elect 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.

56.1.9 ANAHEIM agrees that the spouse and eligible dependents of an APA-represented member killed in the line-of-duty shall be entitled to continue to receive the City's contribution towards the health insurance medical benefits the employee had been receiving at the time of his/her death, at the same level and according to the same terms as if the deceased member was still an active employee. The surviving spouse shall be eligible for this medical benefit until he/she is Medicare eligible.

56.2 Life Insurance

56.2.1 ANAHEIM agrees to contribute to the APA Life Insurance Trust Fund eighteen dollars ($18) per month per employee.

56.2.1.1 Effective January 2017, ANAHEIM agrees to contribute to the APA Life Insurance Trust Fund nineteen dollars ($19) per month per employee.

56.2.1.2 Effective January 2018, ANAHEIM agrees to contribute to the APA Life Insurance Trust Fund twenty dollars ($20) per month per employee.

56.2.2 The APA Life Insurance Trust Fund shall purchase and provide life insurance for its active employee members and their enrolled dependents in amounts according to the following schedule:

ANNUAL WAGE	AMOUNT OF LIFE INSURANCE
$20,000 and over	$25,000

Dependent coverage for spouse and each dependent 5 years to 19 years of age	$1,000
Dependents less than 5 years old	
Birth to 6 months	$100
6 months but less than 2 years	$200
2 years but less than 3 years	$400
3 years but less than 4 years	$600
4 years but less than 5 years	$800

56.2.3 An employee who retires shall receive a paid-up life insurance policy, paid for wholly by ANAHEIM, with a face value of one hundred dollars ($100) for each complete year of service and fifty dollars ($50) for more than six (6) months, but less than a complete year of service up to a maximum of two thousand dollars ($2,000.)

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

56.3 Long-Term Disability Benefits

56.3.1 Employees shall pay the cost of long-term disability ("LTD") insurance premiums.

56.3.2 ANAHEIM shall remit the premium for employee group LTD insurance coverage in accordance with the provisions of any contract between ANAHEIM and any company or companies providing such coverage.

56.3.3 ANAHEIM shall only provide LTD for non-occupational disabling conditions provided, however, that employees who apply for an industrial disability pension under PERS shall be advanced fifty percent (50%) of their regular monthly pay until such time as they receive their first PERS disability retirement check.

Such employees shall be required to reimburse ANAHEIM for said advance, and to insure compliance, shall be required to post a surety bond upon initial payment of the advance guaranteeing payment to ANAHEIM.

56.3.4 ANAHEIM and the APA agree that in the event a short-term disability (STD) overpayment by an ANAHEIM self-funded STD program occurs as a result of a contested Workers' Compensation claim or as the result of the failure to report "deductible earnings," ANAHEIM may reduce any settlement award or pay check to recover the cost of the overpayment.

56.3.5 ANAHEIM and the APA agree that in the event a LTD overpayment by a carrier occurs as a result of a contested Workers' Compensation claim or as a result of the failure to report "deductible earnings," the employee/recipient of such LTD benefits agrees to fully honor his/her own contractual obligations to the LTD carrier to repay any overpayment directly to the LTD carrier.

56.4 Dental Plans

56.4.1 ANAHEIM agrees to continue sponsorship of the Delta Dental fee for service dental plan.

56.4.2 ANAHEIM agrees to continue sponsorship of the Delta Dental prepaid dental plan.

56.4.3 ANAHEIM shall during the term of this MOU pay up to the contribution rate in effect in 2013 ($24.99 Single; $38.89 2-Party; $56.03 Family) towards the premium cost of the plan selected by the employee.

56.5 Short-Term Disability

56.5.1 ANAHEIM agrees to continue sponsorship of the employee paid short-term disability ("STD") insurance coverage for presently enrolled employees during the term of this MOU.

56.5.2 ANAHEIM agrees to provide the existing STD plan. ANAHEIM agrees to pay ANAHEIM's portion of medical, dental, life, and optical insurance during the receipt of STD benefit.

56.6. CalPERS Retirement Benefits

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

56.6.1.1 For "Classic Member" Employees

- Retirement Formula: 3% at 50 per California Government Code Section 21362.2.

- Retirement Benefit Calculation Period: "Single Highest Year" per Government Code section 20042.

- Payment of Employee/Member Contribution: Employees pay the required 9% member contribution. 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.
- Employees 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), for a total employee pension contribution of 12%. These cost sharing deductions shall be made on a pre-tax basis to the extent allowed under applicable law.

56.6.1.2 For "New Members" As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)

- Retirement Formula: 2.7%@ 57 formula per Government Code section 7522.25(d).

- Retirement Benefit Calculation Period: 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: 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.. 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.

56.7 Deferred Compensation

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

56.8 PORAC STD/LTD Program Trial Period

56.8.1 The City and APA agree to extend the PORAC STD/LTD trial period to August 31, 2020. During such period, the City shall pay on a biweekly basis to APA an amount equal to one hundred percent (100%) of the cost of the PORAC STD/LTD insurance plan selected by APA, not to exceed twenty-five dollars ($25) per member per month, and APA agrees to enroll each of its members in such PORAC STD/LTD insurance plan, according to the terms of the plan document. On an as needed basis during the trial period the parties shall meet to discuss any issues either party wishes as regards the APA's participation in the PORAC STD/LTD insurance plan. At the conclusion of the trial period, the parties may decide whether APA members will remain covered under the PORAC STD/LTD insurance plan or revert to the City plan under the terms and conditions, specified in Articles 41 and 56 of this MOU. If no agreement is reached, effective September 1, 2020, the trial program shall cease and APA members will revert to the City plan under the terms and conditions specified in Articles 41 and 56 of this MOU.

ARTICLE 57 – POST-RETIREMENT MEDICAL BENEFITS

57.1 ANAHEIM and the APA agree that employees hired on or after July 6, 2001 shall not be eligible for any post-retirement medical benefits under this ARTICLE. ANAHEIM and the APA agree that employees hired on or after July 6, 2001 shall instead be provided a Retiree Health Saving Plan, the provisions of which shall be incorporated into a Letter of Understanding and incorporated herein. Notwithstanding the provisions in the Letter of Understanding:

57.1.1 Effective the first day of the pay period that includes July 1, 2020, the employee contribution to the individual Retirement Health Savings Plan account (RHSA) shall be reduced from three percent (3.0%) to two percent (2.0%) of base bi-weekly pay. Simultaneously, the City will contribute one percent (1.0%) of base biweekly pay to each employee's RHSA.

57.1.2 Effective the first day of the pay period that includes July 1, 2021, the employee contribution to the individual RHSA shall be reduced from two percent (2.0%) to one percent (1.0%) of base bi-weekly pay. Simultaneously, the City will contribute two percent (2.0%) of base biweekly pay to each employee's RHSA.

57.1.3 Effective the first day of the pay period that includes July 1, 2022, the employee contribution to the individual RHSA shall be eliminated. Simultaneously, the City will contribute three percent (3.0%) of base biweekly pay to each employee's RHSA.

57.2 Regular, full-time employees in the classified service in classifications listed in Appendix "A," hired prior to July 6, 2001 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 plan as a retiree.

57.3 Employees who retired prior to July 6, 1985, who were eligible for post-retirement medical benefits at the time of their separation from ANAHEIM service and who maintain continuous membership in good standing shall be eligible to participate in any ANAHEIM sponsored medical plan and shall pay monthly premiums in accordance with the following schedule:

Single coverage	$15 monthly
Two Party coverage	$15 monthly
Family coverage	$45 monthly

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

57.4 Employees who were hired prior to February 1, 1984, and who retire on or after July 1, 1985, and prior to February 1, 1994, and who meet the requirements described below shall be eligible to participate in any ANAHEIM sponsored medical and/or dental plan.

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

57.4.2 The employee must have been awarded a retirement from the Public Employees' Retirement System ("PERS") as the reason for separation from ANAHEIM service, and

57.4.3 PERS retirement benefits must commence no later than the first day of the month following the date of separation from ANAHEIM service.

57.4.4 ANAHEIM shall contribute towards the premium costs of any ANAHEIM sponsored medical and/or dental plan elected by the employee as follows:

EMPLOYEES HIRED PRIOR TO FEBRUARY 1, 1984

- Service Retirements

ANAHEIM Years of Service	At Age 60	Under Age 60
10-14	40%	20%
15-19	60%	30%
20-24	80%	40%
25+	90%	45%

- Industrial Disability Retirements

Workers Compensation Appeals Board (WCAB) Rating greater than or equal to 70%	ANAHEIM's contribution percent shall be equal to 100% of the WCAB rating to a maximum contribution of 90%.
WCAB Rating less than 70%	ANAHEIM's contribution percent shall be equal to 50% of the WCAB rating until age 60, then 100% of the WCAB rating.

If the retiree participates in an ANAHEIM sponsored Rehabilitation Plan, ANAHEIM's contribution shall be ninety percent (90%) for one (1) year or until the rehabilitation plan ends, then ANAHEIM's contribution reverts to the fifty percent (50%) or one hundred percent (100%) standard.

EMPLOYEES HIRED FEBRUARY 1, 1984 OR LATER

- Service Retirements

ANAHEIM Years of Service	At Age 60	Under Age 60
10-14	20%	10%
15-19	30%	15%
20-24	40%	20%
25+	45%	22 1/2%

- Industrial Disability Retirements

WCAB Rating greater than or equal to 70%	ANAHEIM's contribution percent shall be equal to 50% of the WCAB rating.
WCAB Rating less than 70%	ANAHEIM's contribution percent shall be equal to 25% of the WCAB rating until age 60, then 50% of the WCAB rating.

If the retiree participates in an ANAHEIM sponsored Rehabilitation Plan, ANAHEIM's contribution shall be forty-five percent (45%) for one (1) year or until the rehabilitation plan ends, then ANAHEIM's contribution reverts to the twenty-five percent (25%) or fifty percent (50%) standard.

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

57.5 Employees who retire on or after July 1, 1985, and prior to July 6, 2001, and who meet the requirements described below shall be eligible to participate in any ANHEIM sponsored medical and/or dental plan.

57.5.1 The employee must have completed at least ten (10) years of continuous, full-time ANAHEIM service on the date of retirement, and

57.5.2 The employee must have been awarded a retirement from PERS as the reason for separation from ANAHEIM service, and

57.5.3 PERS retirement benefits must commence no later than the first day of the month following the date of separation from ANAHEIM service, OR

57.5.4 The employee must have been awarded a disability retirement (Ordinary or Industrial) from PERS as the reason for separation from ANAHEIM service.

57.5.5 ANAHEIM shall provide separate contribution towards the premium costs of the ANAHEIM sponsored medical and/or dental plans elected by the employee according to the following schedule:

57.5.5.1 For Service Retirements, the contribution shall be a percentage of the annual contributions made by ANAHEIM on behalf of active employees, equal to 1.2 times the Safety 2% at 50 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.

57.5.5.2 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 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.

57.5.5.3 In the event an employee is eligible for both a Service and a Disability Retirement benefit under this ARTICLE, the employee shall receive the Service Retirement benefit.

57.5.5.4 An employee who had completed twenty (20) consecutive years of service with ANAHEIM as a sworn Police Officer and who has prior service as a sworn Police Officer with another California law enforcement 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.

57.5.6 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 cost.

57.5.7 The full value of any Medicare credits provided to ANAHEIM or Medicare surcharges imposed on ANAHEIM by virtue of a retiree's participation or non-participation in Medicare shall be passed on to the retiree in the form of reduced or increased premium costs.

57.5.8 Employees who retire on or after March 13, 2006, shall be required to enroll in Medicare Parts A and B upon establishing eligibility as a condition of continued health plan coverage.

57.5.9 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.

57.6 Employees who retire on or after July 6, 2001, and who meet the requirements described below shall be eligible to participate in any ANAHEIM sponsored medical and/or dental plan.

57.6.1 The employee must have completed at least ten (10) years of continuous, full-time ANAHEIM service on the date of retirement, and

57.6.2 The employee must have been awarded a retirement from PERS as the reason for separation from ANAHEIM service, and

57.6.3 PERS retirement benefits must commence no later than the first (1st) day of the month following the date of separation from ANAHEIM service, OR

57.6.4 The employee must have awarded a disability retirement (Ordinary or Industrial) from PERS as the reason for separation from ANAHEIM service.

57.6.5 ANAHEIM shall provide separate contributions towards the premium costs of any ANAHEIM sponsored medical and/or dental plan elected by the employee according to the following schedule:

57.6.5.1 For Service Retirements, the contribution shall be a percentage of the annual contribution made by ANAHEIM on behalf of active employees, and shall be calculated in accordance with the following table:

Age of Retirement	Percentage Contribution Per Year of Service
50	2.60%
51	2.70%
52	2.80%
53	2.90%
54 and older	3.00%

ANAHEIM's contribution under the provisions of this ARTICLE shall be limited to no more than eighty-five percent (85%) of the contribution made by ANAHEIM on behalf of active employees, the percentage based upon 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.

57.6.5.2 For Disability Retirements, the contribution shall be a percentage of the 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 eighty-five percent (85%) 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.

57.6.6 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 cost.

57.6.7 The full value of any Medicare credits provided to ANAHEIM or Medicare surcharges imposed on ANAHEIM by virtue of a retiree's participation or non-participation in Medicare shall be passed on to the retiree in the form of reduced or increased premium costs.

57.6.8 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.

57.7 An employee who retires from ANAHEIM service and who is eligible to receive multiple benefits under this ARTICLE may elect any single benefit for which he/she is eligible at the time of retirement. Such election shall be irrevocable.

57.8 The following conditions shall apply to all retirees who have post-retirement medical benefit coverage under this ARTICLE:

57.8.1 Once canceled for any reason, coverage shall not be reinstated.

57.8.2 Coverage shall be canceled for non-payment of fees after three (3) months in arrears.

57.8.3 There shall be Coordination of Benefits where other insurance exists.

57.8.4 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.

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

ARTICLE 58 – MEDICAL EXAMINATIONS

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

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

58.3 An employee who returns to work after an absence in excess of four (4) consecutive work shifts due to illness or physical incapacity may be required by the Chief of Police to undergo a medical examination.

58.3.1 An employee who fails to pass a medical examination required under the provisions of Section 58.3 may, after appropriate consultation and with the concurrence of the employee, be transferred or demoted to a position requiring lesser medical qualifications. If the employee cannot be transferred or demoted, he/she shall be recommended for disability retirement, or terminated.

58.4 All medical 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 his/her practice as defined by California State Law.

58.5 ANAHEIM shall pay for any medical examination required under the provisions of this ARTICLE.

ARTICLE 59 – MANDATORY PERMANENT MODIFIED DUTY PROGRAM

59.1 ANAHEIM and the APA agree the Mandatory Permanent Modified Duty Program for industrially injured safety employees (hereinafter referred to as the "Program") shall be administered in accordance with the following provisions:

59.1.1 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 APA safety employee that precludes the employee from performing the full range of duties of his/her classification, ANAHEIM may, after conferring with the employee, select an appropriate available Program assignment.

59.1.1.1 An ANAHEIM approved physician shall be provided with a detailed job analysis of the modified duties to which the employee shall 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 Program assignment to accommodate the employee's medical restrictions, or select an alternate Program assignment.

59.1.1.2 The employee shall retain his/her current rank or classification regardless of the Program assignment.

59.1.1.3 An employee participating in the Program may, at any time, request to be considered for reassignment to another Program assignment.

59.1.1.4 Participation in the Program shall be considered return to usual and customary occupation for purposes of vocational rehabilitation.

59.2 Employees assigned to the Program shall be compensated at their normal hourly rate of pay including educational incentive pay and special assignment pay.

59.2.1 Employees assigned to the Program may apply for and receive "POST" premiums conditioned on the continuing recommendation of the Chief of Police.

59.2.2 Employees at different rates of pay may be placed in similar Program assignments.

59.3 Employees shall be assigned by the Chief of Police to Program assignments in accordance with the needs of the Police Department and individual medical work restriction. Such assignments may be modified to accommodate work restrictions.

59.3.1 An employee assigned to the Program below the classification of Lieutenant shall not be upgraded to a higher classification unless paid upgrade pay for the period assigned to those duties.

59.3.2 The Chief of Police may reassign an employee assigned to the Program to other assignments for which they are medically qualified in accordance with the needs of the Police Department.

59.3.3 The hours worked by employees assigned to the Program shall be in accordance with the needs of ANAHEIM and in accordance with the MOU.

59.4 Assignment to the Program shall continue until any of the following occurs:

59.4.1 ANAHEIM can no longer accommodate the employee's medical work restrictions and the employee receives a disability retirement.

59.4.2 The employee is medically released to the full range of duties on a full-time basis.

59.4.3 The employee is promoted to a higher classification in a regular position that the employee is medically qualified to perform.

59.4.4 ANAHEIM approves an employee-generated disability retirement and retires the employee.

59.4.5 ANAHEIM may eliminate the Program with at least one (1) year notice to the APA of such action. ANAHEIM and the APA agree to meet and confer on the conditions under which the Program shall be eliminated.

59.5 Promotional opportunities will occur via the normal processes.

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

59.6 All Program assignments shall be to productive work, provided the duties of the assignment may be modified to accommodate the permanent work restriction medically placed on the employee.

59.7 An employee assigned to the Program shall be held to the same rules and regulations regarding job performance (after consideration of physical restrictions) as other employees in a safety classification represented by the APA.

59.8 This MOU shall apply only to those employees in a safety classification as designated by PERS and represented by the APA.

59.9 ANAHEIM shall, after discussion with the APA, revise Administrative Regulation 265 to accommodate the terms and conditions of this MOU.

59.10 Employees assigned to the Program shall be provided with Permanent Modified Duty Program Extended Disability, hereinafter referred to as "Extended Disability" benefits, under the following conditions:

59.10.1 An employee who has been at work in a Program assignment for all scheduled work hours for thirty (30) consecutive calendar days shall receive a one-time Extended Disability benefit balance credit of one thousand (1,000) hours which shall be available for periods of temporary disability from work due to the medical conditions for which the employee was assigned to the Program for which Labor Code Section 4850 benefits have been previously paid.

59.10.2 Labor Code Section 4850 benefits must be exhausted prior to the utilization of Extended Disability benefits.

59.10.3 Extended Disability benefits shall be paid at eighty-five percent (85%) of the employee's base rate of pay before withholding taxes and less deductible benefits as identified in ARTICLE 41 – PAID LEAVE PROGRAM.

59.10.4 An employee shall have one (1) hour deducted from his/her Extended Disability balance for each hour of such leave taken. The minimum amount of Extended Disability leave that may be taken at any given time shall be one (1) hour.

59.10.5 Eligibility to use the Extended Disability benefit shall be supported by a physician's certification verifying the need for the employee to remain off work and indicating the medical condition which caused the necessity and 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.

59.11 Effective upon ratification, the Program shall be limited to ten (10) positions for APA represented classifications.

59.11.1 Existing Participants.

Upon implementation, the parties have identified thirteen (13) employees in the PMD program. One-by-one those participants shall be offered the option of accepting an Industrial Disability Retirement ("IDR") until the threshold limit of ten (10) positions is achieved. Such offers shall be made on the basis of program seniority, until the program limits are met or all employees have had the option. In the event there are insufficient volunteers that elect an IDR, those remaining existing participants shall be "grandfathered" and may remain in the Program as long as they meet the eligibility requirements.,

59.11.1.1 Participants in the Program shall have two (2) weeks from the date of offer to accept or deny an IDR. Upon the date of acceptance of an offered IDR, the City will apply for that participant's IDR within two (2) weeks.

59.11.2 New Participants.

Any time there is newly qualified employee eligible to participate in the Program, and there is less than the maximum number of participants in the Program, the newly qualified employee shall be admitted to the Program. In the event the program is already at the maximum number of ten (10) participants (or above maximum participation due to "Grandfathering"), the City will offer participants the option of accepting an IDR until the threshold limit of ten (10) positions is achieved. Such offers shall be made on the basis of program seniority, until the Program limits are met or all employees have had the option of voluntarily accepting an IDR. In the event there are insufficient volunteers to take an IDR, the City will initiate an IDR application on behalf of the newly qualified employee.

59.12 Disputes arising out of this ARTICLE are subject to the grievance procedure.

ARTICLE 60 – FITNESS/WELLNESS PROGRAM

60.1 APA and ANAHEIM agree to create a Police Wellness Incentive Advisory Committee. The Committee shall review, recommend, and evaluate programs and incentives designed to improve the health and fitness of employees at a reasonable cost/benefit. Such programs and incentives shall increase productivity, reduced unplanned absences, and reduce health and disability benefit costs.

60.2 Serving on the Committee shall be one (1) Police Department management representative, one (1) Human Resources Department staff representative, the Fitness Consultant, and two (2) employees recommended by the APA.

60.3 This Committee shall meet quarterly and shall report to the Human Resources Director, on a periodic basis, its findings and recommendations for changes to the Police Wellness Incentive Program (WIN). The report shall be forwarded to the City Manager for review.

60.4 APA and ANAHEIM agree that employees successfully completing the WIN shall receive a Healthy Day Off up to twelve (12) hours of paid leave and reimbursement up to two hundred dollars ($200) for an annual health club membership, fitness equipment, or fitness competition entry fees, as approved by the WIN fitness consultant upon completion of the comprehensive Health/Fitness Screening and the one-on-one Fitness Consultation.

ARTICLE 61 – FITNESS FOR DUTY

61.1 ANAHEIM and the APA are committed to maintenance of a safe workplace. 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.

61.2 When, in the judgment of a manager or supervisor, an employee is "unfit" to safely perform assigned duties, the manager or supervisor shall remove the unfit employee from the workplace in accordance with regulations established by ANAHEIM.

61.3 ANAHEIM and the APA agree that 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, 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.

61.4 ANAHEIM and the APA agree that ANAHEIM may, at the discretion of the Chief of Police, require an employee judged unfit for duty to undergo a fitness for duty assessment.

61.5 ANAHEIM and the APA agree to require an employee judged unfit for duty 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. ANAHEIM and the APA agree that failure to comply with the provisions of this Section may subject an employee to discipline up to and including termination.

ARTICLE 62 – FITNESS FOR DUTY ASSESSMENTS

62.1 An employee who is judged by a manager or supervisor to be "unfit" to safely perform assigned duties may be required at the discretion of the Chief of Police to undergo a fitness for duty assessment.

62.2 An employee found to be unfit for duty as a result of a fitness for duty assessment shall be deemed eligible for Paid Leave and STD Benefits in accordance with ARTICLE 41 – PAID LEAVE PROGRAM. 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.

62.3 At the discretion of the Chief of Police, 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.

62.4 Employees who are not on light-duty or participants in the Program in accordance with ARTICLE 59 - **MANDATORY PERMANENT MODIFIED DUTY PROGRAM,** shall be required as a condition of employment to participate in, and attempt to complete, an annual physical ability test ("PAT").

62.4.1 Employees who do not complete the PAT shall participate in the Fitness/Wellness Program for the next twelve (12) month period immediately following the date of the PAT. Upon completion of the Fitness/Wellness Program, employees shall again be required to complete the PAT on an annual basis.

62.4.2 The provisions of this Section 62.4 shall only become operative at such time and during such time period as all sworn classifications of employees of the Anaheim Police Department are required to participate in, and attempt to complete the PAT,

and are subject to participating in the Fitness/Wellness Program for twelve (12) months following the failure to complete the PAT.

ARTICLE 63 – JOINT COMMITTEE ON MEDICAL PROGRAMS

63.1 The PARTIES to this MOU, 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 plan design and providing medical care programs, and investigate cost containment systems, all for the purpose of achieving adequate low cost medical care for the employees of ANAHEIM.

63.2 Serving on the committee with Human Resources Department staff and operating department management staff shall be two (2) members from APA.

63.3 This committee shall meet as often as is necessary during the life of this MOU and shall report to the Human Resources Director on a periodic basis its findings and recommendations for changes to ANAHEIM's present medical programs. A report shall be prepared setting forth specific recommendations as to alternatives and cost containment provisions. The report shall be forwarded to the City Manager for review.

63.4 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 64 – RESIDENCE INCENTIVE

64.1 ANAHEIM and the APA agree that the public interest is served and that public safety is enhanced by encouraging Police Officers to live within the Anaheim City limits.

64.2 ANAHEIM agrees to provide a no interest loan of ten thousand dollars ($10,000) towards the purchase of the principal residence of an employee in a classification listed in Appendix "A" of this MOU. Such principal residence must be within the City limits of the City of Anaheim at the time of purchase.

64.3 The loan authorized under the provisions of Section 64.1 above shall be secured by a Second Trust Deed held by ANAHEIM.

64.4 The loan authorized under the provisions of Section 64.2 above shall be forgiven at the rate of one thousand dollars ($1,000) per year for each full year the employee maintains the property as his/her principal residence and remains an active Police Officer in the employ of ANAHEIM. At the conclusion of the ten (10) years, ANAHEIM shall sign its ownership interest in the property over to the employee.

ARTICLE 65 – FULL TIME RELEASE

65.1 ANAHEIM agrees to release the President of the APA on full-time basis during the term of this MOU. The PARTIES agree to the following conditions with respect to the full time release program:

65.1.1 The APA President will be required to attend "POST" training and to maintain his/her qualifications to work as a sworn Police Officer. All training and other activities necessary to maintain such qualifications shall be undertaken as a part of the President's regular forty (40) hour work week.

65.1.2 ANAHEIM shall not be responsible for any overtime compensation owed to the APA President accruing from Association activities.

65.1.3 The APA President shall be eligible to work overtime assignments in accordance with department practices. Such assignments shall require the prior authorization of the Chief of Police or his/her authorized designee.

65.1.4 The APA President may be ordered to report for duty in the event of an emergency.

65.2 The PARTIES acknowledge that the APA has elected to defer a scheduled wage adjustment to offset ANAHEIM's costs with respect to the full-time release program and that the cost of the MOU was amended to cover the cost of confidential premium for the APA president.

65.3 The PARTIES agree to meet on a regular basis to review and resolve any issues that arise as the result of the implementation of this ARTICLE.

65.4 The APA President shall receive additional compensation of 17.5% of his/her base hourly rate of pay as a confidentiality premium. To the extent legally permitted, as determined by CalPERS or a court of competent jurisdiction, this compensation shall be reported to CalPERS as compensation earnable pursuant to Title 2, CCR. Section 571(a)(4), Confidential Premium or Section 571.1(b)(3), Confidential Premium.

65.5 The provisions of this ARTICLE shall sunset upon expiration of this MOU unless extended by mutual agreement.

ARTICLE 66 – LONGEVITY PAY

66.1 Effective the pay period that includes July 1, 2023, employees in the Police Officer or Police Sergeant benchmark series classifications shall receive additional compensation of five percent (5.0%) of base pay upon completing twenty-five (25) years of total law enforcement service, which shall also include a minimum fifteen (15) years of City of Anaheim law enforcement service. The parties agree that to the extent determined by CalPERS, the longevity pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571 (a)(1) and Section 571.1(b)(1) - Longevity Pay.

66.2 Effective the pay period that includes July 1, 2023, employees in the Bailiff, Corrections Officer, and Corrections Facility Supervisor classifications shall receive additional compensation of five percent (5.0%) of base pay upon completing twenty-five (25) years of consecutive City of Anaheim service. The parties agree that to the extent determined by CalPERS, the longevity pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571 (a)(1) and Section 571.1(b)(1) - Longevity Pay.

ARTICLE 67 – NO STRIKE

67.1 ANAHEIM and the APA recognize the obligation of the APA's employee members to continue to faithfully perform their services to ANAHEIM in accordance with the highest professional standards for peace officers.

67.2 No employee covered by this MOU shall engage in, induce, or encourage any concerted action against ANAHEIM including, but not limited to, strikes, work stoppages, slowdowns, "sick-ins," "sick-outs," or withholding of services to ANAHEIM.

67.3 The APA agree that neither it, nor any of its officers or agents shall call, institute, authorize, participate in, sanction, or ratify any concerted action against ANAHEIM as specified above.

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ARTICLE 68 – CONSTRUCTION

68.1 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 Anaheim 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 (Section 3500, et seq.) as amended in 1982.

ARTICLE 69 – SAVINGS CLAUSE

69.1 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 shall not be affected thereby, and shall remain in full force and effect.

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ARTICLE 70 – DURATION

70.1 The terms of this MOU are to remain in full force and effect until the 3rd day of July, 2025. Upon adoption of a resolution approving this MOU and the terms hereof by the Anaheim City Council, this MOU shall be in full force and effect.

STAFF OFFICIALS of the CITY OF ANAHEIM, a Municipal Corporation	ANAHEIM POLICE ASSOCIATION
By: _____	By: _____ 0285-20
By: _____	By: _____
By: _____	By: _____
By: _____	By: _____
By: _____	By: _____
By: _____	By: _____

APPENDIX "A" – SPECIAL PROVISIONS

A.1 Effective January 1, 2019, either party may reopen the contract for purposes for addressing any potential changes to health insurance in the event the City is subject to a penalty tax, fine, or increased medical costs as a result of the ACA "Cadillac tax". The PARTIES acknowledge that APA wants to include a discussion of possible offsets should the City's costs for health insurance decrease. The PARTIES acknowledge that the City is not committed to agree to or provide any offsets.

A.2 Effective the pay period beginning October 4, 2019, ANAHEIM shall provide a three percent (3.0%) wage increase. Only those unit employees who are employed as of the date City Council approves this 2019-2025 MOU shall be eligible to receive this wage increase.

A.3 Effective the pay period that includes July 1, 2020, ANAHEIM shall provide a base salary increase of two and one half percent (2.5%).

A.4 Effective the pay period that includes July 1, 2021, ANAHEIM shall provide a base salary increase of two and one half percent (2.5%).

A.5 Effective the pay period that includes July 1, 2022, ANAHEIM shall provide a base salary increase of two and one half percent (2.5%).

A.6 Effective the pay period that includes July 1, 2023, ANAHEIM shall provide a base salary increase of two and one half percent (2.5%).

A.7 Effective the pay period that includes July 1, 2024, ANAHEIM shall provide a base salary increase of one percent (1.0%).

A.8 APA and ANAHEIM agree to reopen this 2019-2025 MOU effective March 2021 (for plan changes in January 2022) to discuss whether to allow APA to carve out of City provided health insurance benefits or make changes to the contribution amounts of any premiums either party will pay towards health insurance. There shall be no changes without mutual agreement of the parties.

A.9 The number of civilian investigators shall not exceed two percent (2%) of the authorized complement of sworn positions

A.10 Effective the first full pay period following City Council adoption of this MOU, ANAHEIM agrees to provide each Association-represented employee thirteen (13) hours of personal leave. This leave time has no monetary value, cannot be cashed-out and shall be used by the end of 2020. Requests to use this leave shall be denied if the use of the leave is unduly disruptive to the operations of the Department or if it causes the requesting employee's shift to be backfilled on overtime.

A.11 Non-substantive revisions to republish the information contained in Appendix "A-1" - Wages to comply with the requirements of California Code of Regulations section 570.5 may be made after notification to APA.

APPENDIX "A-1" – WAGES

OCTOBER 4, 2019 - JUNE 25, 2020
3% INCREASE

Code	Classification	Grade	Step	Hourly Rates	Monthly Rates	Annual Rates
N47	Bailiff	D1010	5 - 10	$35.95 - $45.88	$6,231.33 - $7,952.53	$74,776.00 - $95,430.40
559	Corrections Facility Supervisor	D1020	5 - 10	$38.45 - $49.08	$6,664.67 - $8,507.20	$79,976.00 - $102,086.40
279	Corrections Officer	D1000	4 - 10	$31.85 - $42.68	$5,520.67 - $7,397.87	$66,248.00 - $88,774.40
429	Police Officer	D1200	3 - 10	$37.61 - $52.92	$6,519.07 - $9,172.80	$78,228.80 - $110,073.60
442	Police Officer - Helicopter Pilot - C	D1280	5 - 10	$51.31 - $65.49	$8,893.73 - $11,351.60	$106,724.80 - $136,219.20
F15	Police Officer - Helicopter Pilot - PL	D1270	5 - 10	$48.98 - $62.52	$8,489.87 - $10,836.80	$101,878.40 - $130,041.60
437	Police Officer - Master Advanced	D1240	5 - 10	$46.65 - $59.54	$8,086.00 - $10,320.27	$97,032.00 - $123,843.20
435	Police Officer - Master Intermediate	D1230	5 - 10	$45.62 - $58.21	$7,907.47 - $10,089.73	$94,889.60 - $121,076.80
461	Police Officer - Polygraph Examiner	D1260	5 - 10	$49.76 - $63.50	$8,625.07 - $11,006.67	$103,500.80 - $132,080.00
431	Police Officer - Special Assignment	D1220	5 - 10	$43.53 - $55.57	$7,545.20 - $9,632.13	$90,542.40 - $115,585.60
438	Police Officer - Sr Master Advanced	D1250	5 - 10	$47.69 - $60.86	$8,266.27 - $10,549.07	$99,195.20 - $126,588.80
436	Police Officer - Sr Master Intermediate	D1240	5 - 10	$46.65 - $59.54	$8,086.00 - $10,320.27	$97,032.00 - $123,843.20
428	Police Officer Trainee	D1210	2 - 10	$34.92 - $51.60	$6,052.80 - $8,944.00	$72,633.60 - $107,328.00
449	Police Sergeant	D1300	9 - 10	$68.05 - $71.45	$11,795.33 - $12,384.67	$141,544.00 - $148,616.00
450	Police Sergeant - Helicopter Pilot - C	D1330	9 - 10	$74.86 - $78.60	$12,975.73 - $13,624.00	$155,708.80 - $163,488.00
F12	Police Sergeant - Helicopter Pilot - PL	D1320	9 - 10	$71.45 - $75.02	$12,384.67 - $13,003.47	$148,616.00 - $156,041.60
G69	Police Sergeant - Special Events	D1300	9 - 10	$68.05 - $71.45	$11,795.33 - $12,384.67	$141,544.00 - $148,616.00
G67	Police Sergeant Sr Master	D1310	9 - 10	$69.58 - $73.06	$12,060.53 - $12,663.73	$144,726.40 - $151,964.80

APPENDIX "A-1" – WAGES

JUNE 26, 2020 - JUNE 24, 2021
2.5% INCREASE

Code	Classification	Grade	Step	Hourly Rates	Monthly Rates	Annual Rates
N47	Bailiff	D1010	5 - 10	$36.86 - $47.03	$6,389.07 - $8,151.87	$76,668.80 - $97,822.40
559	Corrections Facility Supervisor	D1020	5 - 10	$39.42 - $50.31	$6,832.80 - $8,720.40	$81,993.60 - $104,644.80
279	Corrections Officer	D1000	4 - 10	$32.66 - $43.75	$5,661.07 - $7,583.33	$67,932.80 - $91,000.00
429	Police Officer	D1200	3 - 10	$38.55 - $54.24	$6,682.00 - $9,401.60	$80,184.00 - $112,819.20
442	Police Officer - Helicopter Pilot - C	D1280	5 - 10	$52.59 - $67.12	$9,115.60 - $11,634.13	$109,387.20 - $139,609.60
F15	Police Officer - Helicopter Pilot - PL	D1270	5 - 10	$50.19 - $64.07	$8,699.60 - $11,105.47	$104,395.20 - $133,265.60
437	Police Officer - Master Advanced	D1240	5 - 10	$47.80 - $61.02	$8,285.33 - $10,576.80	$99,424.00 - $126,921.60
435	Police Officer - Master Intermediate	D1230	5 - 10	$46.74 - $59.66	$8,101.60 - $10,341.07	$97,219.20 - $124,092.80
461	Police Officer - Polygraph Examiner	D1260	5 - 10	$51.00 - $65.09	$8,840.00 - $11,282.27	$106,080.00 - $135,387.20
431	Police Officer - Special Assignment	D1220	5 - 10	$44.63 - $56.95	$7,735.87 - $9,871.33	$92,830.40 - $118,456.00
438	Police Officer - Sr Master Advanced	D1250	5 - 10	$48.88 - $62.38	$8,472.53 - $10,812.53	$101,670.40 - $129,750.40
436	Police Officer - Sr Master Intermediate	D1240	5 - 10	$47.80 - $61.02	$8,285.33 - $10,576.80	$99,424.00 - $126,921.60
428	Police Officer Trainee	D1210	2 - 10	$35.79 - $52.88	$6,203.60 - $9,165.87	$74,443.20 - $109,990.40
449	Police Sergeant	D1300	9 - 10	$69.73 - $73.22	$12,086.53 - $12,691.47	$145,038.40 - $152,297.60
450	Police Sergeant - Helicopter Pilot - C	D1330	9 - 10	$76.70 - $80.54	$13,294.67 - $13,960.27	$159,536.00 - $167,523.20
F12	Police Sergeant - Helicopter Pilot - PL	D1320	9 - 10	$73.22 - $76.88	$12,691.47 - $13,325.87	$152,297.60 - $159,910.40
G69	Police Sergeant - Special Events	D1300	9 - 10	$69.73 - $73.22	$12,086.53 - $12,691.47	$145,038.40 - $152,297.60
G67	Police Sergeant Sr Master	D1310	9 - 10	$71.30 - $74.87	$12,358.67 - $12,977.47	$148,304.00 - $155,729.60

APPENDIX "A-1" – WAGES

JUNE 25, 2021 - JUNE 23, 2022
2.5% INCREASE

Code	Classification	Grade	Step	Hourly Rates	Monthly Rates	Annual Rates
N47	Bailiff	D1010	5 - 10	$37.76 - $48.20	$6,545.07 - $8,354.67	$78,540.80 - $100,256.00
559	Corrections Facility Supervisor	D1020	5 - 10	$40.40 - $51.57	$7,002.67 - $8,938.80	$84,032.00 - $107,265.60
279	Corrections Officer	D1000	4 - 10	$33.46 - $44.84	$5,799.73 - $7,772.27	$69,596.80 - $93,267.20
429	Police Officer	D1200	3 - 10	$39.51 - $55.60	$6,848.40 - $9,637.33	$82,180.80 - $115,648.00
442	Police Officer - Helicopter Pilot - C	D1280	5 - 10	$53.91 - $68.81	$9,344.40 - $11,927.07	$112,132.80 - $143,124.80
F15	Police Officer - Helicopter Pilot - PL	D1270	5 - 10	$51.46 - $65.68	$8,919.73 - $11,384.53	$107,036.80 - $136,614.40
437	Police Officer - Master Advanced	D1240	5 - 10	$49.01 - $62.55	$8,495.07 - $10,842.00	$101,940.80 - $130,104.00
435	Police Officer - Master Intermediate	D1230	5 - 10	$47.92 - $61.16	$8,306.13 - $10,601.07	$99,673.60 - $127,212.80
461	Police Officer - Polygraph Examiner	D1260	5 - 10	$52.28 - $66.72	$9,061.87 - $11,564.80	$108,742.40 - $138,777.60
431	Police Officer - Special Assignment	D1220	5 - 10	$45.74 - $58.38	$7,928.27 - $10,119.20	$95,139.20 - $121,430.40
438	Police Officer - Sr Master Advanced	D1250	5 - 10	$50.10 - $63.94	$8,684.00 - $11,082.93	$104,208.00 - $132,995.20
436	Police Officer - Sr Master Intermediate	D1240	5 - 10	$49.01 - $62.55	$8,495.07 - $10,842.00	$101,940.80 - $130,104.00
428	Police Officer Trainee	D1210	2 - 10	$36.70 - $54.21	$6,361.33 - $9,396.40	$76,336.00 - $112,756.80
449	Police Sergeant	D1300	9 - 10	$71.49 - $75.06	$12,391.60 - $13,010.40	$148,699.20 - $156,124.80
450	Police Sergeant - Helicopter Pilot - C	D1330	9 - 10	$78.64 - $82.57	$13,630.93 - $14,312.13	$163,571.20 - $171,745.60
F12	Police Sergeant - Helicopter Pilot - PL	D1320	9 - 10	$75.06 - $78.81	$13,010.40 - $13,660.40	$156,124.80 - $163,924.80
G69	Police Sergeant - Special Events	D1300	9 - 10	$71.49 - $75.06	$12,391.60 - $13,010.40	$148,699.20 - $156,124.80
G67	Police Sergeant Sr Master	D1310	9 - 10	$73.10 - $76.75	$12,670.67 - $13,303.33	$152,048.00 - $159,640.00

APPENDIX "A-1" – WAGES

JUNE 24, 2022 - JUNE 22, 2023
2.5% INCREASE

Code	Classification	Grade	Step	Hourly Rates	Monthly Rates	Annual Rates
N47	Bailiff	D1010	5 - 10	$38.72 - $49.41	$6,711.47 - $8,564.40	$80,537.60 - $102,772.80
559	Corrections Facility Supervisor	D1020	5 - 10	$41.41 - $52.85	$7,177.73 - $9,160.67	$86,132.80 - $109,928.00
279	Corrections Officer	D1000	4 - 10	$34.30 - $45.96	$5,945.33 - $7,966.40	$71,344.00 - $95,596.80
429	Police Officer	D1200	3 - 10	$40.51 - $56.99	$7,021.73 - $9,878.27	$84,260.80 - $118,539.20
442	Police Officer - Helicopter Pilot - C	D1280	5 - 10	$55.25 - $70.52	$9,576.67 - $12,223.47	$114,920.00 - $146,681.60
F15	Police Officer - Helicopter Pilot - PL	D1270	5 - 10	$52.74 - $67.32	$9,141.60 - $11,668.80	$109,699.20 - $140,025.60
437	Police Officer - Master Advanced	D1240	5 - 10	$50.23 - $64.11	$8,706.53 - $11,112.40	$104,478.40 - $133,348.80
435	Police Officer - Master Intermediate	D1230	5 - 10	$49.11 - $62.69	$8,512.40 - $10,866.27	$102,148.80 - $130,395.20
461	Police Officer - Polygraph Examiner	D1260	5 - 10	$53.59 - $68.39	$9,288.93 - $11,854.27	$111,467.20 - $142,251.20
431	Police Officer - Special Assignment	D1220	5 - 10	$46.90 - $59.84	$8,129.33 - $10,372.27	$97,552.00 - $124,467.20
438	Police Officer - Sr Master Advanced	D1250	5 - 10	$51.35 - $65.54	$8,900.67 - $11,360.27	$106,808.00 - $136,323.20
436	Police Officer - Sr Master Intermediate	D1240	5 - 10	$50.23 - $64.11	$8,706.53 - $11,112.40	$104,478.40 - $133,348.80
428	Police Officer Trainee	D1210	2 - 10	$37.61 - $55.57	$6,519.07 - $9,632.13	$78,228.80 - $115,585.60
449	Police Sergeant	D1300	9 - 10	$73.27 - $76.93	$12,700.13 - $13,334.53	$152,401.60 - $160,014.40
450	Police Sergeant - Helicopter Pilot - C	D1330	9 - 10	$80.59 - $84.62	$13,968.93 - $14,667.47	$167,627.20 - $176,009.60
F12	Police Sergeant - Helicopter Pilot - PL	D1320	9 - 10	$76.93 - $80.78	$13,334.53 - $14,001.87	$160,014.40 - $168,022.40
G69	Police Sergeant - Special Events	D1300	9 - 10	$73.27 - $76.93	$12,700.13 - $13,334.53	$152,401.60 - $160,014.40
G67	Police Sergeant Sr Master	D1310	9 - 10	$74.91 - $78.66	$12,984.40 - $13,634.40	$155,812.80 - $163,612.80

APPENDIX "A-1" – WAGES

JUNE 23, 2023 - JUNE 20, 2024
2.5% INCREASE

Code	Classification	Grade	Step	Hourly Rates	Monthly Rates	Annual Rates
N47	Bailiff	D1010	5 - 10	$39.68 - $50.64	$6,877.87 - $8,777.60	$82,534.40 - $105,331.20
559	Corrections Facility Supervisor	D1020	5 - 10	$42.45 - $54.18	$7,358.00 - $9,391.20	$88,296.00 - $112,694.40
279	Corrections Officer	D1000	4 - 10	$35.15 - $47.11	$6,092.67 - $8,165.73	$73,112.00 - $97,988.80
429	Police Officer	D1200	3 - 10	$41.51 - $58.41	$7,195.07 - $10,124.40	$86,340.80 - $121,492.80
442	Police Officer - Helicopter Pilot - C	D1280	5 - 10	$56.64 - $72.28	$9,817.60 - $12,528.53	$117,811.20 - $150,342.40
F15	Police Officer - Helicopter Pilot - PL	D1270	5 - 10	$54.06 - $69.00	$9,370.40 - $11,960.00	$112,444.80 - $143,520.00
437	Police Officer - Master Advanced	D1240	5 - 10	$51.49 - $65.71	$8,924.93 - $11,389.73	$107,099.20 - $136,676.80
435	Police Officer - Master Intermediate	D1230	5 - 10	$50.34 - $64.25	$8,725.60 - $11,136.67	$104,707.20 - $133,640.00
461	Police Officer - Polygraph Examiner	D1260	5 - 10	$54.91 - $70.09	$9,517.73 - $12,148.93	$114,212.80 - $145,787.20
431	Police Officer - Special Assignment	D1220	5 - 10	$48.06 - $61.33	$8,330.40 - $10,630.53	$99,964.80 - $127,566.40
438	Police Officer - Sr Master Advanced	D1250	5 - 10	$52.63 - $67.17	$9,122.53 - $11,642.80	$109,470.40 - $139,713.60
436	Police Officer - Sr Master Intermediate	D1240	5 - 10	$51.49 - $65.71	$8,924.93 - $11,389.73	$107,099.20 - $136,676.80
428	Police Officer Trainee	D1210	2 - 10	$38.55 - $56.95	$6,682.00 - $9,871.33	$80,184.00 - $118,456.00
449	Police Sergeant	D1300	9 - 10	$75.10 - $78.85	$13,017.33 - $13,667.33	$156,208.00 - $164,008.00
450	Police Sergeant - Helicopter Pilot - C	D1330	9 - 10	$82.61 - $86.74	$14,319.07 - $15,034.93	$171,828.80 - $180,419.20
F12	Police Sergeant - Helicopter Pilot - PL	D1320	9 - 10	$78.85 - $82.79	$13,667.33 - $14,350.27	$164,008.00 - $172,203.20
G69	Police Sergeant - Special Events	D1300	9 - 10	$75.10 - $78.85	$13,017.33 - $13,667.33	$156,208.00 - $164,008.00
G67	Police Sergeant Sr Master	D1310	9 - 10	$76.78 - $80.62	$13,308.53 - $13,974.13	$159,702.40 - $167,689.60

APPENDIX "A-1" – WAGES

EFFECTIVE JUNE 21, 2024
1% INCREASE

Code	Classification	Grade	Step	Hourly Rates	Monthly Rates	Annual Rates
N47	Bailiff	D1010	5 - 10	$40.08 - $51.15	$6,947.20 - $8,866.00	$83,366.40 - $106,392.00
559	Corrections Facility Supervisor	D1020	5 - 10	$42.88 - $54.72	$7,432.53 - $9,484.80	$89,190.40 - $113,817.60
279	Corrections Officer	D1000	4 - 10	$35.50 - $47.58	$6,153.33 - $8,247.20	$73,840.00 - $98,966.40
429	Police Officer	D1200	3 - 10	$41.91 - $58.99	$7,264.40 - $10,224.93	$87,172.80 - $122,699.20
442	Police Officer - Helicopter Pilot - C	D1280	5 - 10	$57.20 - $73.00	$9,914.67 - $12,653.33	$118,976.00 - $151,840.00
F15	Police Officer - Helicopter Pilot - PL	D1270	5 - 10	$54.59 - $69.68	$9,462.27 - $12,077.87	$113,547.20 - $144,934.40
437	Police Officer - Master Advanced	D1240	5 - 10	$51.99 - $66.36	$9,011.60 - $11,502.40	$108,139.20 - $138,028.80
435	Police Officer - Master Intermediate	D1230	5 - 10	$50.85 - $64.89	$8,814.00 - $11,247.60	$105,768.00 - $134,971.20
461	Police Officer - Polygraph Examiner	D1260	5 - 10	$55.47 - $70.79	$9,614.80 - $12,270.27	$115,377.60 - $147,243.20
431	Police Officer - Special Assignment	D1220	5 - 10	$48.52 - $61.94	$8,410.13 - $10,736.27	$100,921.60 - $128,835.20
438	Police Officer - Sr Master Advanced	D1250	5 - 10	$53.15 - $67.84	$9,212.67 - $11,758.93	$110,552.00 - $141,107.20
436	Police Officer - Sr Master Intermediate	D1240	5 - 10	$51.99 - $66.36	$9,011.60 - $11,502.40	$108,139.20 - $138,028.80
428	Police Officer Trainee	D1210	2 - 10	$38.93 - $57.52	$6,747.87 - $9,970.13	$80,974.40 - $119,641.60
449	Police Sergeant	D1300	9 - 10	$75.84 - $79.63	$13,145.60 - $13,802.53	$157,747.20 - $165,630.40
450	Police Sergeant - Helicopter Pilot - C	D1330	9 - 10	$83.42 - $87.59	$14,459.47 - $15,182.27	$173,513.60 - $182,187.20
F12	Police Sergeant - Helicopter Pilot - PL	D1320	9 - 10	$79.63 - $83.61	$13,802.53 - $14,492.40	$165,630.40 - $173,908.80
G69	Police Sergeant - Special Events	D1300	9 - 10	$75.84 - $79.63	$13,145.60 - $13,802.53	$157,747.20 - $165,630.40
G67	Police Sergeant Sr Master	D1310	9 - 10	$77.54 - $81.42	$13,440.27 - $14,112.80	$161,283.20 - $169,353.60

APPENDIX "B-1" – NINE PLAN

ANAHEIM and the Anaheim Police Association agree that the regular work schedule for employees assigned to the Nine Plan by the Chief of Police shall be fourteen (14), nine (9) hour shifts and four (4), eight and one-half (8 ½) hour shifts in a twenty-eight (28) day work period. The average work week of such designated employees shall be defined as a forty (40) hour work week.

The workday shall consist of nine (9) hours or eight and one-half (8 ½) hours of work. All breaks and meal periods shall be paid time and shall be included in the workday.

The work week shall consist of five (5) days in one week of the biweekly pay period and four (4) days in the other week of a biweekly pay period on an alternating basis. Such schedule shall be designed and implemented by Police Department management.

Employees who perform authorized work in excess of the regular workday or workweek as defined in the Letter of Understanding shall be compensated for such work at the rate of one and one-half (1½) times their regular hourly rate of pay. Such employees shall not be eligible for overtime pay for breaks and meal periods not taken due to the duties and responsibilities of the work assignment.

Employees in uniformed assignments shall receive additional compensation equivalent to one-tenth (1/10) of their regular biweekly compensation for each holiday listed in Section 35.1, and shall have their Paid Leave account reduced by eight (8) hours for each holiday listed in Section 35.1.

Employees in non-uniformed assignments shall have the option of observing the holidays listed in ARTICLE 35 – HOLIDAYS by drawing against their Paid Leave account or working the holiday. There shall be no additional compensation when an employee elects to work a holiday.

Employees eligible for bereavement leave as set forth in ARTICLE 34 – BEREAVEMENT LEAVE of the MOU with a regular workday of nine (9) hours shall be paid nine (9) hours for each workday of Bereavement Leave. Employees with a regular workday of eight and one-half (8 ½) hours shall be paid eight and one-half (8½) hours for each workday of Bereavement Leave.

Employees shall have one (1) hour deducted from their accrued Paid Leave, Compensatory time, or Industrial Accident Leave for each hour of leave taken. Employees with a regular workday of nine (9) hours shall have nine (9) hours deducted from their accrued Paid Leave, Compensatory time, or Industrial Accident Leave for each regularly scheduled working day that they are on leave with pay. Employees with a regular workday of eight and one-half (8½) hours shall have eight and one-half (8½) hours deducted from their accrued Paid Leave, Compensatory time, or Industrial Accident Leave for each regularly scheduled working day that they are on leave with pay.

The Nine Plan work schedule including paid meal periods may be revoked at any time by either party upon ninety (90) days written notice to the other party. Return to a work schedule of twenty (20), eight (8) hour shifts in a twenty-eight (28) day work period with non-paid meal

periods will occur at the beginning of the first work period after the notice of revocation period has been completed.

APPENDIX "B-2" – TRIP REDUCTION NINE PLAN

ANAHEIM and the APA agree that employees may be assigned to a Trip Reduction Nine Plan alternate work schedule in order to reduce trips to and from work. Such an alternate work schedule shall not reduce service to the public.

ANAHEIM and the APA agree that the regular work schedule for employees assigned to the Nine Plan by management shall be sixteen (16), nine (9) hour workdays and two (2), eight (8) hour workdays in each twenty-eight (28) day work period. Such schedule shall be designed and implemented by management. An employee will be scheduled by management to work a regular work schedule of one hundred sixty (160) hours in each work period.

Employees who perform authorized work in excess of the regular workday or work week as defined in the Letter of Understanding and who are otherwise eligible for overtime pay shall be compensated for such work at the rate of one and one-half (1 ½) times their regular hourly rate of pay.

Employees in uniformed assignments shall receive additional compensation equivalent to one-tenth (1/10) of their regular biweekly compensation for each holiday listed in Section 35.1, and shall have their Paid Leave account reduced by eight (8) hours for each holiday listed in Section 35.1.

Employees in non-uniformed assignments shall have the option of observing the holidays listed in ARTICLE 35 by drawing against their Paid Leave account or working the holiday. There shall be no additional compensation when an employee elects to work a holiday.

Employees eligible for bereavement leave as set forth in ARTICLE 34 – BEREAVEMENT LEAVE of the MOU with a regular workday of nine (9) hours shall be paid nine (9) hours for each workday of Bereavement Leave. Employees with a regular workday of eight (8) hours shall be paid eight (8) hours for each workday of Bereavement Leave.

Employees shall have one (1) hour deducted from their accrued Paid Leave, Compensatory time, or Industrial Accident Leave for each hour of leave taken. Employees with a regular workday of nine (9) hours shall have nine (9) hours deducted from their accrued Paid Leave, Compensatory time, or Industrial Accident Leave for each regularly scheduled working day that they are on leave with pay. Employees with a regular work day of eight (8) hours shall have eight (8) hours deducted from their accrued Paid Leave, Compensatory time or, Industrial Accident Leave for each regularly scheduled working day that they are on leave with pay.

Employees may be assigned to or from the Trip Reduction Nine Plan work schedule only effective at the beginning of a twenty-eight (28) day work period.

The Trip Reduction Nine Plan work schedule may continue by mutual agreement of both PARTIES. The Trip Reduction Nine Plan work schedule may be revoked by either party upon notice to the other party.

APPENDIX "B-3" – TEN PLAN

ANAHEIM and the APA agree that the regular work schedule for employees assigned to the Ten Plan by the Chief of Police shall be sixteen (16), ten (10) hour work shifts in a twenty-eight (28) day work period. The average work week of such designated employees shall be defined as a forty (40) hour work week.

The workday shall consist of ten (10) hours of work. All breaks and meal periods shall be paid time and shall be included in the work day for all employees working uniformed assignments. Breaks and meal periods shall be non-paid time and shall not be included in the workday for all other employees.

Employees who perform authorized work in excess of the regular work day as defined herein shall be compensated for such work at the rate one and one-half (1½) times their regular hourly rate of pay. Only employees not working uniformed assignments shall be eligible for overtime pay for breaks and meal periods not taken due to the duties and responsibilities of the work assignment.

Employees in unformed assignments shall receive additional compensation equivalent to one-tenth (1/10) of their regular biweekly compensation for each holiday listed in Section 35.1, and shall have their Paid Leave account reduced by eight (8) hours for each holiday listed in Section 35.1.

Employees in non-uniformed assignments shall have the option of observing the holidays listed in ARTICLE 35 – HOLIDAYS by drawing against their Paid Leave account or working the holiday. There shall be no additional compensation when an employee elects to work a holiday.

Employees eligible for bereavement leave as set forth in ARTICLE 34 – BEREAVEMENT LEAVE of the MOU shall be paid ten (10) hours for each workday of Bereavement Leave.

Employees shall have one (1) hour deducted from their accrued Paid Leave, Compensatory time, or Industrial Accident Leave for each hour of leave taken.

The Ten Plan work schedule shall be reviewed periodically in accordance with ARTICLE 18 – HOURS OF WORK AND PAY DAY of the MOU, and may be revoked by Police Department management in the event that it is determined that the Ten Plan is not operationally effective and efficient.

APPENDIX "B-4" – UNIFORM TWELVE PLAN

ANAHEIM and the APA agree that the regular work schedule for regular full-time employees assigned to the Uniform Patrol Twelve Plan, including canine handlers, by the Chief of Police shall be twelve and one-half (12½) hour shifts and one (1), ten (10) hour shift, or one (1), twelve and one-half (12½) hour shift in a twenty-eight (28) day work period. Such schedule shall be designed and implemented by Police Department management. An employee will be scheduled by management to work a regular work schedule of one hundred sixty (160) hours in each work period. The average workweek of benefit plan purposes only shall be defined as a forty (40) hour work week.

The work day shall consist of twelve and one-half (12 ½) hours or ten (10) hours of work. Two (2) breaks and one-half (1/2) hour meal period shall be paid time and shall be included in the workday. Employees who perform authorized work in excess of the regular workday as defined in this Letter of Understanding shall be compensated for such work at the rate of one and one-half (1½) times their regular hourly rate of pay. Such employees shall not be eligible for overtime pay for breaks and meal periods not taken due to the duties and responsibilities of the work assignment.

ANAHEIM and the APA recognize the need for a system of adjusted hours for employees whose work schedule does not correspond to the established eighty (80) hour biweekly pay period for payroll purposes. The system of adjusted hours permits employees to accrue positive adjusted hours (hours worked, but not paid) or negative adjusted hours (hours paid, but not worked). ANAHEIM and the APA agree that transfers to and from the Uniform Patrol Twelve Plan will be effective at the beginning of a twenty-eight (28) day work period whenever feasible. ANAHEIM and the APA agree that an employee who transfers to a job where adjusted hours are not used on a date other than the beginning of a twenty-eight (28) day work period, or who leaves ANAHEIM employment will have any accrued adjusted hours balance adjusted to zero (0) by paying the employee at his/her current rate for any positive balance or by deducting from his/her pay for any negative balance. Affected employees may review payroll documents.

Employees in uniformed assignments shall receive additional compensation equivalent to one-tenth (1/10) of their regular biweekly compensation for each holiday listed in Section 35.1 and shall have their Paid Leave account reduced by eight (8) hours for each holiday listed in Section 35.1.

Employees eligible for "immediate family" bereavement leave in accordance with Section 34.1 shall be granted bereavement leave with pay for up to a maximum of three (3) shifts. Employees eligible for "other family members" bereavement leave in accordance with Section 34.2 shall be granted bereavement leave with pay for up to a maximum of one (1) shift.

Employees shall have one (1) hour deducted from their accrued Paid Leave, Compensatory time, or Industrial Accident Leave for each hour of leave taken. Employees with a regular work day of twelve and one-half (12½) hours shall have twelve and one-half (12½) hours deducted from their accrued Paid Leave, Compensatory time, or Industrial Accident Leave for each regularly scheduled working day that they are on leave with pay. Employees with a regular work day of ten (10) hours shall have ten (10) hours deducted from their accrued Paid Leave, Compensatory time,

or Industrial Accident Leave for each regularly scheduled working day that they are on leave with pay.

The Uniform Patrol Twelve Plan work schedule may be revoked at any time by either party upon ninety (90) days written notice to the other party. Return to a work schedule of fourteen (14), nine (9) hour shifts and four (4), eight and one-half (8½) hour shifts with paid meal periods per twenty-eight (28) day work period (Nine Plan), or a work schedule of twenty (20), eight (8) hour shifts with non-paid meal periods per twenty-eight (28) day work period (Eight Plan) as determined by the Chief of Police will occur at the beginning of the first work period after the notice of revocation after the notice of revocation period has been completed.

APPENDIX "B-5" – DETENTION FACILITY ALTERNATE WORK SCHEDULE

ANAHEIM and the APA agree that employees working in the Detention Facility may be assigned to the Detention Facility Alternate Work Schedule (DFAWS). This alternate work schedule shall not reduce service to the public.

ANAHEIM and the APA agree that the regular work schedule for employees assigned by the Chief of Police to the Detention Facility shall be either a 3/12 plan consisting of twelve (12), twelve and one-half (12½) hour workdays and one (1), ten (10) hour workday in each work period, or a 4/10 plan consisting of sixteen (16) hour workdays in each work period.

The DFAWS shall be designed and implemented by management. Each employee shall be assigned to a work period of twenty-eight (28) consecutive calendar days. An employee will be scheduled by management to work a regular work schedule of one hundred and sixty (160) hours in each work period. Employees may be assigned to or from the DFAWS only effective at the beginning of a twenty-eight (28) day work period.

Employees who perform authorized work in excess of the regular workday or work period as defined in paragraph two (2) above and who are otherwise eligible for overtime pay shall be compensated for such work at the rate of one and one-half (1 ½) times their regular hourly rate of pay.

LEAVE PROVISIONS:

Employees shall have one (1) hour deducted from their accrued Paid Leave, Compensatory time, or Industrial Accident Leave for each hour of leave taken.

Employees eligible for "immediate family" bereavement leave in accordance with Section 34.1 shall be granted bereavement leave with pay for up to a maximum of three (3) shifts. Employees eligible for "other family members" bereavement leave in accordance with Section 34.2 shall be granted bereavement leave with pay for up to a maximum of one (1) shift.

The Detention Facility Alternate Work Schedule may continue by mutual agreement of both PARTIES and may be revoked by either party upon written notice to the other party.