

LETTER OF UNDERSTANDING
between the
ANAHEIM POLICE ASSOCIATION
and the
CITY OF ANAHEIM

The Anaheim Police Association (APA), and the City of Anaheim (ANAHEIM) after meeting and conferring, have reached an understanding to amend Article 43 (Sick Leave) of the Memorandum of Understanding between the Anaheim Police Association and the City of Anaheim, dated January 19, 2001 through January 13, 2005, to reflect a change in the manner in which employees may cash in their sick leave trust fund account. The PARTIES have reached an understanding as follows:

1. APA and Anaheim agree that effective the first pay period following City Council approval of this Letter of Understanding, Article 43 shall be amended as follows:

ARTICLE 43
SICK LEAVE

43.1 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 or her beneficiary, as designated by Public Employee's Retirement System records if the employee dies while employed.

43.1.1 An employee who has more than five (5) years of continuous City service and is age 50 or older may elect ~~once each calendar year~~ to receive all or a portion of his or her Employee Sick Leave Trust Fund amount. When partial payment is requested, the amount shall not be less than 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.

43.1.2 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.

2. This Agreement constitutes the entire Agreement between the PARTIES. No modification of this Agreement shall be valid unless in writing and signed by the PARTIES. Any representation, warranty, promise, or statement of information shall not bind the PARTIES unless it is specifically set forth in this Agreement.
3. The PARTIES to this Agreement have read this Agreement and are signing it voluntarily, with full knowledge of its significance, acknowledging a full understanding of the contents contained herein.

STAFF OFFICIALS of the CITY OF ANAHEIM, a Municipal Corporation

By: David Hill

By: Cybil

By: _____

Dated: 9-25-2003

ANAHEIM POLICE ASSOCIATION

By: Greg Palmer

By: Edward S. Thraete

By: Larry Cole

Dated: Sept. 23, 2003