

MEMORANDUM OF UNDERSTANDING

between the

**ANAHEIM MUNICIPAL EMPLOYEES
ASSOCIATION
CLERICAL EMPLOYEES**

and the

CITY OF ANAHEIM

January 5, 2016 through January 4, 2018

TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE 1 – PREAMBLE | 1 |
| ARTICLE 2 – PURPOSE | 1 |
| ARTICLE 3 – AMEA RECOGNITION..... | 1 |
| ARTICLE 4 – SCOPE | 1 |
| ARTICLE 5 – MANAGEMENT RIGHTS | 2 |
| ARTICLE 6 – EMPLOYEE RIGHTS | 2 |
| ARTICLE 7 – NOTIFICATION | 3 |
| ARTICLE 8 – CONSULTATION..... | 3 |
| ARTICLE 9 – MEET AND CONFER | 3 |
| ARTICLE 10 – MEMORANDUM OF UNDERSTANDING | 4 |
| ARTICLE 11 – DISCUSSION | 4 |
| ARTICLE 12 – CHECK-OFF | 4 |
| ARTICLE 13 – AMEA ORGANIZATION | 5 |
| ARTICLE 14 – COMPENSATION | 6 |
| ARTICLE 15 – CLASSIFICATION | 7 |
| ARTICLE 16 – APPROPRIATE SALARY STEP | 7 |
| ARTICLE 17 – SALARY RELATIONSHIPS..... | 9 |
| ARTICLE 18 – HOURS OF WORK AND PAY | 10 |
| ARTICLE 19 – TEMPORARY UPGRADE | 10 |
| ARTICLE 20 – PAYROLL DEDUCTIONS..... | 11 |
| ARTICLE 21 – GENERAL..... | 11 |
| ARTICLE 22 – APPOINTMENTS AND PROMOTIONS..... | 12 |
| ARTICLE 23 – EMPLOYMENT LISTS | 14 |
| ARTICLE 24 – PROBATION..... | 15 |
| ARTICLE 25 – OUTSIDE EMPLOYMENT..... | 16 |
| ARTICLE 26 – SERVICE AWARDS..... | 17 |
| ARTICLE 27 – TRAINING | 17 |
| ARTICLE 28 – SALARY STEP REDUCTION, SUSPENSION, DEMOTION, AND DISMISSAL | 17 |
| ARTICLE 29 – REASSIGNMENT, LAYOFF AND RE-EMPLOYMENT | 20 |
| ARTICLE 30 – TRANSFER | 21 |
| ARTICLE 31 – REINSTATEMENT..... | 22 |
| ARTICLE 32 – VOLUNTARY DEMOTION | 22 |
| ARTICLE 33 – BEREAVEMENT LEAVE..... | 23 |
| ARTICLE 34 – HOLIDAYS | 24 |
| ARTICLE 35 – INDUSTRIAL ACCIDENT LEAVE | 26 |
| ARTICLE 36 – JURY DUTY AND COURT APPEARANCES..... | 28 |
| ARTICLE 37 – LEAVE WITHOUT PAY | 28 |
| ARTICLE 38 – MILITARY LEAVE | 29 |
| ARTICLE 39 – SICK LEAVE | 29 |
| ARTICLE 40 – VACATION..... | 33 |
| ARTICLE 41 – OVERTIME - GENERAL | 35 |
| ARTICLE 42 – BILINGUAL PAY | 36 |

| | |
|---|----|
| ARTICLE 43 – CALL-OUT..... | 37 |
| ARTICLE 44 – SHIFT DIFFERENTIALS | 38 |
| ARTICLE 45 – SHORT SHIFT CHANGE..... | 38 |
| ARTICLE 46 – STANDBY | 39 |
| ARTICLE 47 – TRAVEL AND MILEAGE EXPENSE..... | 39 |
| ARTICLE 48 – MEAL ALLOWANCES..... | 40 |
| ARTICLE 49 – CERTIFICATION PAY | 40 |
| ARTICLE 50 – GRIEVANCE – GENERAL..... | 42 |
| ARTICLE 51 – INSURANCE – ACTIVE EMPLOYEES..... | 45 |
| ARTICLE 52 – POST RETIREMENT MEDICAL BENEFITS..... | 51 |
| ARTICLE 53 – PHYSICAL EXAMINATIONS | 55 |
| ARTICLE 54 – JOINT COMMITTEE ON MEDICAL PROGRAMS..... | 55 |
| ARTICLE 55 – AGENCY SHOP..... | 56 |
| ARTICLE 56 – NOTIFICATION OF CONTRACTING OUT | 56 |
| ARTICLE 57 – NO STRIKE..... | 56 |
| ARTICLE 58 – CONSTRUCTION..... | 56 |
| ARTICLE 59 – SAVINGS CLAUSE..... | 57 |
| ARTICLE 60 – DURATION..... | 58 |
| APPENDIX “A” – SPECIAL PROVISIONS | 59 |
| APPENDIX “A” – SALARY RELATIONSHIPS | 60 |
| APPENDIX “A” – WAGES | 62 |
| July 1, 2016 – June 29, 2017..... | 62 |
| June 30, 2017 – January 4, 2018..... | 64 |

ARTICLE 1 – PREAMBLE

- 1.1 The wages, hours, and conditions of employment that are set forth in this Memorandum of Understanding (hereinafter “MOU”) have been discussed and jointly proposed by and between the staff officials of the City of Anaheim (hereinafter “ANAHEIM”) and Anaheim Municipal Employees Association, Clerical Employees Unit (hereinafter “AMEA”) and shall apply to all the employees of ANAHEIM working in the classifications set forth in Appendix “A”.
- 1.2 The terms and conditions of employment that are set forth in the MOU have been discussed in good faith between the staff officials of ANAHEIM and AMEA. AMEA agrees to recommend acceptance by its members of all terms and conditions of employment as set forth herein, and staff officials of ANAHEIM agree to recommend to the Anaheim City Council that all terms and conditions of employment as set forth herein be incorporated in full by resolution of the City Council. Upon the adoption of such resolution, all terms and conditions of this MOU, so incorporated, shall become effective without any further action by either party.

ARTICLE 2 – PURPOSE

- 2.1 The objectives of the parties to this MOU are to promote full communication between ANAHEIM and its employees and to promote the improvement of employer-employee relations within the municipal government by providing a uniform basis for recognizing the right of employees to join organizations of their own choice and be represented by such organizations in their employment relationships with ANAHEIM.

ARTICLE 3 – AMEA RECOGNITION

- 3.1 ANAHEIM hereby recognizes AMEA as the bargaining representative for all its members to the fullest extent allowable under California law applying to public employees. As public employees, such employees shall have the right to discuss individual problems of employment with ANAHEIM, provided that upon request of the employee, AMEA shall be kept fully informed and have the right to be present at all such meetings between ANAHEIM and the individual.

ARTICLE 4 – SCOPE

- 4.1 All officers and positions of ANAHEIM are divided into the classified service and the exempt service. The exempt service shall include the following:

- 4.1.1 All elected officials and members of boards and commissions.
- 4.1.2 The City Manager, City Attorney, and City Clerk.
- 4.1.3 Volunteer personnel and personnel appointed to serve without pay.
- 4.1.4 Architects, consultants, counsel, and others rendering temporary professional service.
- 4.1.5 Such positions involving seasonal or part-time employment as may be specifically placed in the exempt service by the Human Resources Director.
- 4.2 The classified service shall include all other positions that are not specifically placed in the exempt service by this ARTICLE.
- 4.3 The provisions of this ARTICLE and MOU shall apply only to the classified service unless otherwise specifically provided.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 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, and 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 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 6 – EMPLOYEE RIGHTS

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

or discriminated against by ANAHEIM or by any employee organization because of his/her exercise of these rights.

ARTICLE 7 – NOTIFICATION

- 7.1 Reasonable written notice shall be given by the City Management Representative to AMEA, of any proposed ordinance, resolution, rule, or regulation directly relating to matters within the scope of representation to be presented to the City Council for determination, and AMEA shall be given the opportunity to meet with the City Management Representative prior to submission to the City Council for determination.
- 7.2 In cases of emergency when the City Council determines that an ordinance, resolution, rule, or regulation must be adopted immediately without prior notice or meeting with AMEA, the City Management Representative shall provide such notice at the earliest practicable time following the adoption of such ordinance, resolution, rule, or regulation.

ARTICLE 8 – CONSULTATION

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

ARTICLE 9 – MEET AND CONFER

- 9.1 The City Management Representative and representatives of AMEA shall have the mutual obligation personally to meet and confer in order to freely exchange 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 City Management Representative and AMEA.
- 9.2 The City Management Representative shall not be required to meet and confer in good faith on any subject preempted by federal or state law or by the City Charter nor shall he/she be required to meet and confer in good faith on management or employee rights as herein defined. Proposed amendments to this ARTICLE are excluded from the scope of meeting and conferring.

ARTICLE 10 – MEMORANDUM OF UNDERSTANDING

- 10.1 When the meeting and conferring process results in agreement between the City Management Representative and AMEA such agreement shall be incorporated in a written MOU, signed by the City Management Representative and AMEA representatives. The matters incorporated in the MOU shall be presented to the City Council, or its statutory representative, for determination.

ARTICLE 11 – DISCUSSION

- 11.1 It is the intent of both parties to maintain an open line of communication for the betterment of employer-employee relations. Any issue not pertaining to grievances or grievable issues may be discussed by AMEA or ANAHEIM at either party's request.
- 11.2 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 at which meeting not more than two (2) AMEA members and the business manager or business representative of AMEA may be present.
- 11.2.1 Upon request of AMEA, the parties will meet to discuss issues relating to the assignment of employees to work shifts in the Fire Dispatch Center.
- 11.3 If the parties are not able to resolve the issues after three (3) meetings, the issues will be considered dropped, unless both parties agree to meet additional times.
- 11.4 If the discussion process results in an agreement between the City Management Representative and AMEA to amend this MOU, such agreement shall be incorporated in a written Letter of Understanding (hereinafter "LOU"), signed by the City Management Representative and AMEA representatives. The matters incorporated in the LOU shall be presented to the City Council, or its statutory representative, for determination.

ARTICLE 12 – CHECK-OFF

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

ARTICLE 13 – AMEA ORGANIZATION

- 13.1 AMEA representatives are those elected or appointed in accordance with the Constitution and Bylaws of AMEA.
- 13.1.1 AMEA shall notify the City Management Representative, in writing, of the names and job class titles of its officers, employee representatives, and other representatives each time an election is held or new appointments are made.
- 13.1.2 An employee elected or appointed as an officer or employee representative of AMEA shall be required to work full-time in his/her respective job class and shall not interrupt the work of other employees.
- 13.2 Officers and representatives (subject to the provisions of ARTICLE 13.1.2) of AMEA 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 or interfere with the normal operations of the department or with established safety requirements.
- 13.2.1 Such officers and representatives shall not enter any work location without the knowledge of the Department Head, Division Head, or other appropriate supervisor.
- 13.2.2 Solicitation of membership and all activities concerned with the internal management of AMEA, 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.
- 13.3 In the event that AMEA is formally meeting and conferring with representatives of ANAHEIM on matters within the scope of representation during regular City business hours, a reasonable number of officers, employee representatives, or other officials of AMEA shall be allowed reasonable time off without loss of compensation or other benefits.
- 13.3.1 Such officers, employee representatives, and other representatives shall not leave their duties, work stations, or assignments without the knowledge of their appropriate manager or supervisor.
- 13.3.2 Such meetings are subject to scheduling in a manner consistent with operating needs and work schedules.
- 13.3.3 ANAHEIM agrees to provide a combined total of up to one thousand forty (1,040) hours per year of paid release time from normal work assignments to the President and board members of AMEA for all activities concerned with the internal management of the AMEA. For the purpose of this

Section, “combined total” shall be understood to mean the sum of paid release time hours taken by representatives of AMEA full-time Clerical and General Units, in any combination. AMEA agrees to reimburse ANAHEIM on an hour-for-hour basis at the employee’s regular rate of pay for all hours of released time taken by the AMEA President and board members.

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

13.4.1 All materials must be dated and must identify AMEA.

13.4.2 ANAHEIM reserves the right to determine what reasonable portion of bulletin boards is to be allocated to AMEA materials.

13.4.3 If AMEA does not abide by these provisions, it will forfeit its right to have materials posted on ANAHEIM’s bulletin boards.

13.5 ANAHEIM shall allow AMEA to conduct meetings in City facilities.

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

13.6 ANAHEIM to distribute at the Employee Orientation meeting to employees hired in classifications listed in Appendix “A”, an informational brochures provided by AMEA.

ARTICLE 14 – COMPENSATION

14.1 The City Management Representative shall be responsible for recommending wages, rates, and salary schedules for each job class in Appendix “A”.

14.2 Prior to any such recommendations, the City Management Representative and representatives of AMEA shall meet and confer in good faith to endeavor to reach agreement on matters concerning wages, hours, and other terms and conditions of employment in such classifications represented by AMEA.

14.3 At such time as agreement is reached for such classifications, the City Management Representative and AMEA shall jointly submit a written MOU, which shall not be binding, to the City Council for determination.

14.4 Wages for the various classifications shall be set forth in Appendix “A” attached to this MOU and, by this reference, made a part hereof. The City Management Representative of ANAHEIM will not recommend any revision or modifications to this MOU without first consulting on such recommendations with AMEA.

ARTICLE 15 – CLASSIFICATION

- 15.1 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.
- 15.1.1 A job class may contain one (1) or more positions.
- 15.1.2 Classification of all positions in the classified service shall require approval of the City Manager.
- 15.2 A position may be reclassified on the basis of changes in or reevaluation of the duties, responsibilities, and/or qualification requirements of the position.
- 15.2.1 The Human Resources Director shall be responsible for recommending such reclassification as he/she finds necessary.
- 15.2.2 A reclassification shall become effective upon action by the City Manager on a Personnel Action Form.
- 15.2.3 An incumbent employee may or may not be reclassified with his/her position, based upon the recommendation of the Human Resources Director, the appropriate Department Head, and the approval of the City Manager.

ARTICLE 16 – APPROPRIATE SALARY STEP

- 16.1 Regular, full-time employees shall be eligible for consideration for merit pay increases as follows:
- 16.1.1 To the second (2nd) step of the salary schedule after completion of six (6) months of service in the first step.
- 16.1.2 To the third (3rd) step after completion of six (6) months of service in the second step.
- 16.1.3 To the fourth (4th) step after completion of six (6) months of service in the third step.
- 16.1.4 To the fifth (5th) step after completion of six (6) months of service in the fourth step.

- 16.1.5 To the sixth (6th) step after completion of six (6) months of service in the fifth step.
- 16.1.6 To the seventh (7th) step after completion of six (6) months of service in the sixth step.
- 16.1.7 To the eighth (8th) step after completion of one (1) year of service in the seventh step, except as provided in ARTICLE 16.1.10.
- 16.1.8 To the ninth (9th) step after completion of one (1) year of service in the eighth step, except as provided in ARTICLE 16.1.10.
- 16.1.9 In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in performance of his/her 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 employee's Department Head.
- 16.1.10 Certain job classes shall be designated by an "S" before schedule numbers. Employees in these classes shall be eligible for consideration for merit pay increases to the eighth step after completion of six months of service in the seventh step. They shall be eligible for consideration for merit pay increases to the ninth step after completion of six months of service in the eighth step.
- 16.2 Merit pay increases shall be granted upon approval of the employee's Department Head for continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of his/her position.
 - 16.2.1 The effective date of the merit pay increases shall be the first day of the pay period following approval as provided in ARTICLE 16.2 and completion of the minimum required service in the next lower step as provided in ARTICLE 16.1.
- 16.3 Newly hired employees shall normally be compensated at the lowest step of the salary schedule of the job class for which he/she was hired. ANAHEIM may hire at a higher step in the salary schedule.
 - 16.3.1 The provisions of this ARTICLE shall also apply to re-employed and reinstated employees.
- 16.4 An incumbent employee reclassified with his/her position to a lower job class shall retain his/her rate of pay and his/her anniversary date for purposes of merit pay increases, or shall be placed in the step of the lower salary schedule closest to his/her rate of pay. If the ninth 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 compensated at the “Y” step because of a downward reclassification shall remain in the “Y” step, until such time as his/her job class is assigned to a salary schedule in which the ninth step is equivalent to or higher than the “Y” step, at which time the employee shall be placed in the ninth step.

16.5 An incumbent employee reclassified with his/her position to an equivalent job class shall retain his/her rate of pay and his/her anniversary date for purposes of merit pay increases.

16.6 An employee who is promoted or reclassified with his/her 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 ninth step of the higher salary schedule provides a pay increase of less than four percent (4%), or when the fifth step of the higher salary schedule is more than four percent (4%) higher than the employee’s current rate of pay. The employee shall be given a new anniversary date for purposes of merit pay increases in accordance with the provisions of ARTICLE 16.1.

16.6.1 An employee promoted to a formal apprenticeship classification may be appointed above the entry level step and may remain in the step to which he/she is appointed longer than the time provided in ARTICLE 16.1.

16.7 An employee who is demoted shall be placed in the step of the lower salary schedule that will provide a reduction in pay of not less than four percent (4%). The employee shall be given a new anniversary date for purposes of merit pay increases in accordance with the provisions of ARTICLE 16.1.

16.8 An employee in a job class which is assigned to a different salary schedule as a result of a pay adjustment shall retain his/her same salary step status in the newly authorized salary schedule and shall retain the same anniversary date for purposes of merit pay increases.

16.9 When more than one (1) personnel action involving changes in an employee’s salary step status becomes effective on the same day, all such changes shall be in accordance with the provisions of the preceding paragraphs 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 17 – SALARY RELATIONSHIPS

17.1 ANAHEIM and AMEA agree that wages for all classifications represented by AMEA shall be based on the salary relationships shown in Appendix “A” - Salary Relationships.

ARTICLE 18 – HOURS OF WORK AND PAY

- 18.1 The average regular workweek for employees in classifications in Appendix “A” shall be forty (40) hours.
- 18.1.1 For all employees with an average regular workweek of forty (40) hours, the monthly rate shall be the hourly rate times two thousand eighty (2,080) divided by twelve (12).
- 18.2 Regular salaries and compensation of employees shall be paid on a biweekly basis.
- 18.3 ANAHEIM agrees to pay annual sick leave payoff by separate checks.
- 18.4 All holiday, vacation, and sick leave shall be paid at the employee’s regular rate of pay.
- 18.5 ANAHEIM and AMEA agree that in certain instances alternatives to the traditional work schedule for the convenience of employees may be appropriate. Such schedules may be installed under the following guidelines:
- 18.5.1 ANAHEIM or AMEA may request a study of the feasibility of providing alternate work schedules in specific work groups.
- 18.5.2 ANAHEIM agrees to complete the study within seventy-five (75) days of the request.
- 18.5.3 ANAHEIM and AMEA agree to initiate discussions regarding the findings of the study within thirty (30) days after the study’s completion.
- 18.5.4 Alternate work schedules shall not reduce service to the public.
- 18.5.5 Such schedules may be revoked by either party upon notice to the other party.
- 18.5.6 Such schedules may continue by mutual agreement of both parties.
- 18.5.7 Such alternate work schedules shall be created by LOU.

ARTICLE 19 – TEMPORARY UPGRADE

- 19.1 Temporary upgrading shall be defined as the temporary assignment of an employee to perform the work of a job class which is assigned to a salary schedule higher than his/her regular job class. Employees who are temporarily upgraded for a period of two (2) consecutive hours or more and who are responsible for the full range of

duties assigned to the higher level classification, shall receive a seven and one-half percent (7½%) pay differential for all time worked in the higher job classification.

- 19.2 An employee must be qualified for the higher position in order to be paid for upgrading. The determination of those persons qualified to work in higher rated classifications shall be established by ANAHEIM.
- 19.3 Bargaining unit employees temporarily upgraded to a management class shall receive a fifteen percent (15%) pay differential.

ARTICLE 20 – PAYROLL DEDUCTIONS

- 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 Contributions 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 Payment to or savings in Orange County’s Credit Union;
 - 20.1.8 Contributions to the City Employees Annual Charities Fund Drive;
 - 20.1.9 Payment of membership dues to the Anaheim Municipal Employees Association;
 - 20.1.10 Purchase of United States Savings Bonds; and
 - 20.1.11 Other purposes as may be authorized by the 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 a management employee who has responsibility for authorizing such action. All full-time employees shall receive a true copy of any personnel action taken concerning their status of employment.
- 21.2 Job bulletins prepared by Human Resources regarding regular, full-time classifications, shall be sent to and posted on bulletin boards designated for that purpose.
- 21.3 Job bulletins regarding classifications represented by AMEA shall be sent to the AMEA 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 and ANAHEIM retains the right to reject any applicant for employment; provided, however, that no test or qualification procedure utilized by ANAHEIM or refusal to accept for employment shall be done to discriminate for or against an applicant because of AMEA or non-AMEA membership or because of race, color, creed, national origin, religion, sex, age, or physical disability, except where age or lack of physical disability is a bona fide occupational qualification.

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 qualifications of candidates.
 - 22.1.1 Notwithstanding any other provision of this ARTICLE, vacant positions in the classified service which would otherwise be filled by open recruitment

may be filled by appointing part-time employees currently employed in a part-time classification with full-time equivalent classifications.

- 22.2 Minimum standards of employment for each job class shall be recommended by the Human Resources Director and approved by the City Manager.
- 22.3 At such times as the appointing authority with concurrence of the Human Resources Director determines that it is in the best interests of the City to promote from within, 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. When a qualified, work-disabled employee is available, consideration will be provided according to the Vocational Rehabilitation Administrative Regulation.
 - 22.3.1 At such times as the appointing authority with concurrence of the Human Resources Director determines that it is in the best interests of the City to recruit from both inside and outside the organization, City employee candidates who choose to compete shall be evaluated on the same basis as non-employee candidates.
 - 22.3.2 Advancement to a higher paid job class shall constitute a promotion.
 - 22.3.3. Whenever a management evaluation is to be part of the promotional selection process for classifications listed in Appendix "A", employees will be notified on the job bulletin at the time promotional examinations are announced the weights to be assigned to qualifications, record of performance, and seniority.
- 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, sex, age, or physical disability, except where sex, 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 class. 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.
 - 22.5.1 Employees shall be given written notice of their rank order on promotional eligibility lists.

- 22.6 When an appointment is to be made to a vacancy, the Human Resources Director shall submit to the appropriate Department Head the names on the appropriate employment list. Appointments to vacant positions shall be made by the appropriate Department Head, with the concurrence of the Human Resources Director.
- 22.6.1 The appropriate Department Head, with the concurrence of the Human Resources Director, may order names removed from an eligibility list for good and sufficient reasons. Employees shall be given written notice of removal of their names from eligibility lists.
- 22.7 In the absence of appropriate employment lists, a provisional appointment may be made by the appropriate Department Head (with the approval of the Human Resources Director) 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 his/her provisional appointment, said provisional appointee shall have his/her employment terminated at the close of the first complete biweekly pay period following the establishment 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 appropriate Department Head (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 a City funded position during his/her period of employment under the grant, said grant- funded appointee shall be terminated from City employment.

ARTICLE 23 – EMPLOYMENT LISTS

- 23.1 Employment lists, in order of their priority, shall be re-employment lists and eligibility lists.
- 23.2 Re-employment lists shall contain the names of regular, full-time employees laid off in good standing for lack of funds or work.
- 23.2.1 Names on re-employment lists shall remain for a period not to exceed two (2) years.
- 23.3 Eligibility lists shall be created in accordance with the provisions of ARTICLE 22 – APPOINTMENTS AND PROMOTIONS.
- 23.3.1 Eligibility lists may contain the names of one (1) or more persons eligible for employment.

23.3.2 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.

23.3.3 Promotional eligibility lists shall remain in effect for a period of six (6) months or until depleted. The Human Resources Director may extend the promotional eligibility list for an additional six (6) months.

ARTICLE 24 – PROBATION

24.1 Employees appointed from eligibility lists, reinstated employees, and employees reassigned according to the Vocational Rehabilitation Administrative Regulation shall be subject to a period of probation. The regular period of probation shall be twelve (12) months unless otherwise specified for certain designated job classes.

24.1.1 The regular period of promotional probation shall be six (6) months unless otherwise specified for certain designated job classes.

24.1.1.1 Certain designated job classes in the classified service shall have a regular period of promotional probation, which begins on the date of appointment and ends twelve (12) months thereafter. These job classes shall be:

Fire Communications Shift Supervisor
Fire Dispatcher II
Police Dispatcher II

24.1.2 Certain designated job classes in the classified service shall have a regular period of probation, which begins on the date of appointment and ends eighteen (18) months thereafter. These jobs classes shall be:

Fire Dispatcher I
Police Dispatcher I

24.1.3 In the event an employee is assigned to light duty status or is absent from work due to a lengthy illness or injury during his/her probationary period, said employee's probationary status may be extended beyond the regular period of probation in the amount of one (1) complete biweekly pay period for each complete biweekly pay period assigned to light duty status or lost due to such illness or injury.

- 24.1.4 Upon successful completion of a probationary period, an employee shall be granted regular status in the classification in which the probationary period is served; except that employees in the Fire Dispatcher I and Police Dispatcher I classification shall not be granted regular status but will be promoted in accordance with ARTICLE 22 – APPOINTMENTS AND PROMOTIONS or rejected in accordance with this ARTICLE.
- 24.1.5 The probationary period for the classifications of Fire Dispatcher II, Police Dispatcher II, Police Records Specialist I and Police Records Specialist II may be extended by an additional six (6) months at the discretion of the appropriate Department Head. ANAHEIM shall notify AMEA when taking such action.
- 24.2 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 appropriate Department Head may reject the probationer at any time during the probationary period. Such rejections shall not be subject to review or appeal unless such a rejection is alleged to be contrary to the provisions of any state or federal laws.
- 24.2.1 An employee rejected or laid off during the probationary period from a position to which he/she has been promoted or transferred shall be returned to the classification in which he/she has regular status unless the reasons for his/her failure to complete his/her probationary period would be cause for dismissal.
- 24.2.2 The appropriate Department Head shall request the Human Resources Department to prepare a Personnel Action Form to separate or return to a former classification any employee to be rejected during a probationary period.
- 24.3 An employee shall be retained beyond the end of the probationary period only if the appropriate Department Head affirms that the services of the employee have been found to be satisfactory.

ARTICLE 25 – OUTSIDE EMPLOYMENT

- 25.1 An employee may engage in employment other than his/her job with ANAHEIM, if his/her Department Head determines that such outside employment does not interfere with the performance of assigned duties and does not constitute a conflict of interest.

ARTICLE 26 – SERVICE AWARDS

26.1 Service awards, in the form of service pins or the equivalent, shall be presented to employees in classifications listed in Appendix “A” for:

- 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 (35) years of service
- Forty (40) years of service

Such a service award shall also be presented to an employee upon his/her retirement.

26.1.1 For purposes of this ARTICLE, the term “years of service” shall be defined as continuous, full-time service.

ARTICLE 27 – TRAINING

27.1 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.

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

27.2 Each employee in a classification listed in Appendix “A” shall be allowed the opportunity to enroll in an ANAHEIM sponsored training course at least once each calendar year. To be approved, courses must be in one (1) of the four (4) core competency areas identified in the City’s Training Plan (Interpersonal Skills, Technical Proficiency, Achieves Results, or Responsive Customer Service). In the event an employee requests a course that is not included in the City Training Catalog, the Human Resources Director shall determine whether the course curriculum satisfies one (1) or more of the required core competency areas.

ARTICLE 28 – SALARY STEP REDUCTION, SUSPENSION, DEMOTION, AND DISMISSAL

28.1 The tenure of every employee shall be conditioned on good behavior and satisfactory work performance. An employee may have his/her salary step reduced or be suspended, demoted, or dismissed for good and sufficient cause.

- 28.2 When in the judgment of the appropriate Department Head or Administrative Manager, an employee's work performance or conduct justifies disciplinary action short of demotion or dismissal, the employee may be:
- 28.2.1 Suspended without pay. Upon taking such action, the appropriate Department Head or Administrative Manager 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 thirty (30) calendar days at any one time, or;
 - 28.2.2 Salary reduced by one (1) or more steps. Upon taking such action, the appropriate Department Head or Administrative Manager 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 his/her former salary step at such time as deemed appropriate by the appropriate Department Head or Administrative Manager.
- 28.3 An employee may be demoted or dismissed upon recommendation of an appropriate manager or supervisor whenever in the judgment of the appropriate Department Head or Administrative Manager, the employee's work or misconduct so warrants. Upon taking such action, the appropriate Department Head or Administrative Manager 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.
- 28.4 In the disciplinary process, ANAHEIM shall conform with the procedural due process requirements of *Skelly v. State Personnel Board*. At such time as Skelly due process is required, prior to the determination that discipline will be imposed, the appropriate Department Head or Administrative Manager, at a minimum shall:
- 28.4.1 Provide written notification to the employee of the proposed discipline at least six (6) working days prior to the date the discipline is proposed to be implemented. The notification shall include:
 - 28.4.1.1 The discipline that is proposed;
 - 28.4.1.2 The grounds for imposing disciplinary action;
 - 28.4.1.3 The actions, omissions, or conduct of the employee upon which the proposed discipline is based; and
 - 28.4.1.4 An invitation to respond either orally or in writing prior to the proposed effective date of the discipline.

- 28.4.2 Provide copies of documents considered which support the proposed discipline.
 - 28.4.3 Provide written notification of the final determination after consideration of the employee's response or after the opportunity to respond if the employee chooses not to respond.
 - 28.4.4 ANAHEIM and AMEA recognize and understand that failure to comply with ARTICLE 28.4 shall not invalidate a disciplinary action, but may result in penalties upon ANAHEIM, as reflected in decisions of the California appellate courts.
- 28.5 When an employee is dismissed as provided in this ARTICLE, ANAHEIM and AMEA agree to the following accelerated procedure under the provisions of ARTICLE 50 – GRIEVANCE GENERAL:
- 28.5.1 ANAHEIM and AMEA agree that only one (1) post-Skelly hearing by the appropriate Department Head or Administrative Manager shall be held. This hearing shall be held within ten (10) working days after the dismissal is grieved unless mutually extended.
 - 28.5.2 If the grievance is then appealed to Step III to be submitted to an impartial arbitrator for a final and binding decision, ANAHEIM and AMEA agree to:
 - 28.5.2.1 Develop a standing list of mutually approved arbitrators.
 - 28.5.2.1.1 This list shall include no more than five (5) mutually approved arbitrators.
 - 28.5.2.1.2 ANAHEIM and AMEA agree to reestablish the list of arbitrators once each year in January.
 - 28.5.2.1.3 ANAHEIM or AMEA may remove arbitrators from this list at any time.
 - 28.5.2.2 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.
 - 28.5.2.3 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 be the remedy?”

ARTICLE 29 – REASSIGNMENT, LAYOFF AND RE-EMPLOYMENT

- 29.1 Layoff for lack of work or lack of funds shall be on the basis of an evaluation of qualifications and seniority within the affected job class.
- 29.1.1 An employee whose position has been abolished due to lack of work or lack of funds shall be reassigned by his/her Department Head to any position within his/her division or department in an equivalent or lower job class for which he/she meets the minimum requirements and has City seniority over other employees in the job class. An apprentice job class is considered equivalent to the journey level job class for purposes of this ARTICLE. If the employee whose position has been abolished does not have City seniority over other employees in equivalent or lower classes, he/she may be reassigned by his/her Department Head to any vacant position within the department in an equivalent or lower job class, for which he/she meets the minimum requirements. An employee so reassigned shall be placed in the salary step of the appropriate salary schedule closest to his/her rate of pay. An employee so reassigned shall be reinstated to his/her former job class and salary step status when positions in his/her former job class (within his/her division or department) become vacant. Such reinstatement shall be on the basis of City seniority.
- 29.1.2 Whenever an employee whose position has been abolished cannot be reassigned to a vacant position within his/her division or department, the employee shall be reassigned by the City Manager to any vacant position in any other division or department in his/her job class or in an equivalent or lower job class for which he/she meets the minimum qualifications for employment. If an employee is reassigned to a vacant position within his/her job class in any other division or department, he/she shall retain his/her rate of pay. If an employee is reassigned to a vacant position in an equivalent or lower job class in any other division or department, he/she may be placed in any salary step of the appropriate salary schedule that does not provide an increase in salary. An employee reassigned to a vacant position in an equivalent or lower job class in any other division or department shall be reinstated to his/her former job class and salary step status when positions in his/her former job class (within his/her former division or department) become vacant. Such reinstatement shall be on the basis of City seniority.
- 29.2 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 class. Persons on the re-employment list shall be re-employed with his/her former salary step status when positions in his/her job class (within the division or department from which they were laid off) become vacant. Re-employment shall be on the basis of City seniority.

- 29.3 Whenever an employee is reassigned to a vacant position in the same class, an equivalent class, or lower class as herein provided, the employee shall retain the same anniversary date for purposes of merit pay increases.
- 29.4 Whenever an employee is reinstated to a vacant position in his/her former job class, or re-employed as herein provided, the employee shall be given a new anniversary date for purposes of merit pay increases in accordance with the provisions of ARTICLE 16 – APPROPRIATE SALARY STEP.
- 29.5 An employee reinstated from the re-employment list shall be considered to have continuous service and may be credited with the amount of accumulated sick leave the employee had accrued at the time of layoff if the employee elects to remit to ANAHEIM any payment received under the provisions of ARTICLE 39 – SICK LEAVE.
- 29.6 ANAHEIM and AMEA agree that ANAHEIM will notify AMEA of layoffs, which affect employees represented by AMEA at the same time or prior to notification of employees.
- 29.7 The provisions of this ARTICLE shall only apply to regular, full-time employees in the classified service. Employees appointed to certain grant-funded positions, as designated by the City Manager under ARTICLE 22.8, and newly hired probationary employees shall be excluded from the provisions of this ARTICLE.

ARTICLE 30 – TRANSFER

- 30.1 A change of an employee's place of employment from one division to another or 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 class on the same salary schedule as his/her own job class shall also be considered a transfer.
- 30.1.1 A transfer from one division to another or from one department to another shall require the approval of the head of the division or department to which the employee is transferring and the Human Resources Director. Such a transfer shall be initiated by request of the employee to the Human Resources Director.
- 30.1.2 A transferred employee shall retain his/her rate of pay and his/her anniversary date for purposes of merit pay increases.
- 30.1.3 In order to be transferred to a job class with minimum standards of employment substantially different from those of his/her own job class, an employee shall be required to demonstrate his/her eligibility for employment in accordance with the provisions of ARTICLE 22 -- APPOINTMENTS AND PROMOTIONS and shall serve a new

probationary period in accordance with the provisions of ARTICLE 24 PROBATION.

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

ARTICLE 31 – REINSTATEMENT

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

31.1.1 An employee reinstated within thirty (30) days of his/her termination date shall be considered to have continuous service, shall not serve a new probationary period, and shall be credited with the amount of accumulated sick leave he/she had at the time of termination. He/she shall be placed in his/her former salary step and shall retain his/her anniversary date for purposes of merit pay increases. If his/her anniversary date has occurred during the period of his/her absence, his/her new anniversary date shall be the first day of the next biweekly pay period following reinstatement.

31.1.2 An employee reinstated after thirty (30) days of his/her termination date shall serve a new probationary period and may be considered to have broken service for purposes of salary step status, and shall be considered to have broken service for all other employee benefits.

- 31.2 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.

- 31.3 The provisions of this ARTICLE shall apply to regular, full-time employees.

ARTICLE 32 – VOLUNTARY DEMOTION

- 32.1 If an employee takes a voluntary demotion as a result of a downward reclassification of his/her position, his/her salary step status shall be in accordance with the provisions of ARTICLE 16.4.

- 32.2 Voluntary demotions as a result of impending layoff shall be in accordance with the provisions of ARTICLE 29 - REASSIGNMENT, LAYOFF, AND RE-EMPLOYMENT.

- 32.3 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 may be placed in any salary step of the appropriate salary schedule that does not provide an increase in salary. He/she shall be given a new anniversary date for purposes of merit pay increases in accordance with provisions of ARTICLE 16.1.

32.3.1 Voluntary demotions in accordance with the Vocational Rehabilitation Administration Regulation shall be in accordance with the provisions of ARTICLE 32 – VOLUNTARY DEMOTION.

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

32.4.1 An employee reinstated to his/her former job class from a voluntary demotion shall retain his/her rate of pay. If his/her rate of pay is not included in the salary schedule of his/her former job class, he/she shall be placed in the salary step of that salary schedule which is closest to his/her rate of pay. He/she shall retain his/her anniversary date for purposes of merit pay increases; however, if he/she is placed in the fifth or sixth step of the salary schedule, he/she shall be eligible for a merit pay increase after six (6) months or his/her regular anniversary date, whichever is sooner.

ARTICLE 33 – BEREAVEMENT LEAVE

33.1 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, step-parent, spouse or registered domestic partner, child (including still-born), grandchild, brother or sister of the employee, or any parent, foster parent, or step-parent of the employee’s spouse or registered domestic partner, regardless of residence.

33.2 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, daughter-in-law, son-in-law not under the same roof of the employee; and any grandparent, grandchild, child, brother, or sister of the employee’s spouse or registered domestic partner, regardless of residence.

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

- 33.4 ANAHEIM guarantees that in addition to the above, employees may use all available sick leave or vacation on the books up to forty (40) hours. If no sick leave or vacation is on the books, ANAHEIM guarantees the employee the ability to use leave without pay up to forty (40) hours.
- 33.5 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 34 – HOLIDAYS

- 34.1 The following days shall be recognized as holidays, and regular full-time employees shall have these holidays off with pay:

January 1st, 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 4th, Independence Day
First Monday in September, Labor Day
November 11th, Veteran's Day
Fourth Thursday in November, Thanksgiving Day
Friday after Thanksgiving Day
December 25th, Christmas Day
Every day designated by the City Council for a public feast, thanksgiving, or holiday.

- 34.2 In the event that any of the above holidays fall on an employee's scheduled day off, said employee shall observe the preceding work day or the following work day as scheduled by the Department Head to provide maximum regular service to the public.
- 34.3 Employees may be required to work on any of the above holidays or days observed in lieu of those holidays. An employee required to work on any of the above holidays or days observed in lieu of those holidays, shall receive additional compensation equivalent to one and one-half (1½) times his/her regular rate of pay.
- 34.4 In the event that any of the recognized City holidays fall on a weekend, all field employees shall observe the same day.
- 34.5 When an employee working in the Police Department classifications listed in ARTICLE 34.5.3 is required to work on any of the above listed holidays or days observed in lieu of those holidays, the employee shall receive compensation in addition to eight (8) hours regular holiday pay.

34.5.1 In the event the holiday falls on the employee's regularly scheduled twelve (12) hour day, the first four (4) hours worked shall be compensated at the employee's regular hourly rate of pay, including shift differential, if applicable. All hours worked in excess of four (4) hours shall be compensated at one and one-half (1½) times the employee's regular rate of pay, including shift differential, if applicable.

34.5.2 In the event a holiday falls on the employee's regularly scheduled eight (8) hour work day, all hours worked shall be compensated at one and one-half (1½) times the employee's regular hourly rate of pay, including shift differential, if applicable.

34.5.3 These provisions apply to:

Police Communications Supervisor
Police Communications Operator
Police Dispatcher I
Police Dispatcher II

34.6 Employees working in the Police Department classifications listed in ARTICLE 34.5.3 may elect to accrue credit for overtime hours worked on a holiday in lieu of payment for those holiday work hours. ARTICLE 34.5 describes circumstances under which an employee working on a holiday may be entitled to accrue credit for hours of holiday overtime at the rate of one and one-half (1½) hour per hour worked. In such circumstances, the employee may elect to either be paid at the rate of one and one-half (1½) hour for each overtime hour worked or accrue credit for holiday work time which is recorded at the rate of one and one-half (1½) hour for each overtime hour worked. At the close of the pay period that includes November 16 each year, an employee shall be compensated at his/her current regular hourly rate of pay for each hour of holiday time accrued.

34.7 An employee assigned to the Fire Communications Work Schedule shall receive an additional twelve (12) hours pay at their regular rate of pay or shall accrue twelve (12) hours holiday time for each holiday listed in ARTICLE 34.1.

34.8 Once each year an employee shall be compensated, at his/her current rate of pay, for any holiday time off accrued but not taken at the close of the biweekly pay period that includes November 16.

34.9 Upon termination, an employee shall be compensated by check at his/her current rate of pay for any holiday time off accrued but not taken.

34.10 In order to be eligible for holiday pay, an employee must be either at work or on paid leave of absence on the regularly scheduled work day immediately preceding the holiday or day observed in lieu of the holiday and the regularly scheduled work day immediately following the holiday or day observed in lieu of the holiday. No

employee who is on suspension or unpaid leave of absence on either the regularly scheduled workday immediately preceding or immediately following the holiday or day observed in lieu of the holiday shall receive compensation for said holiday or day observed in lieu of the holiday.

34.11 For employees assigned by management to work the Nine Plan alternate schedule:

34.11.1 If the holiday falls on an employee's nine (9) hour workday, the employee will receive only eight (8) hours of holiday pay. The employee shall be required to submit a request for one (1) hour of vacation to be charged to that day, unless, at management's discretion, the employee requests in advance and receives written authorization to make up that hour by working one (1) hour in addition to his/her regular work shift on some other day during that same work period. AMEA and ANAHEIM agree that such additional hour worked shall not be considered overtime and the employee shall be paid at his/her regular hourly rate of pay.

34.11.2 In the event an employee does not request to make up the hour or is not authorized to make up the hour and does not have sufficient vacation time to cover the hour, or in the event the employee is not eligible for vacation, the employee shall be charged one (1) hour of authorized leave without pay.

34.12 For employees assigned by management to work the Ten Plan alternate schedule:

34.12.1 If the holiday falls on an employee's ten (10) hour workday, the employee will receive only eight (8) hours of holiday pay. The employee shall be required to submit a request for two (2) hours of vacation to be charged to that day, unless, at management's discretion, the employee requests in advance and receives written authorization to make up those hours by working one (1) or more hours in addition to his/her regular work shift on some other day or days during that same work period. AMEA and ANAHEIM agree that such additional hours worked shall not be considered overtime and the employee shall be paid at his/her regular hourly rate of pay.

34.12.2 In the event an employee does not request to make up the hours or is not authorized to make up the hours and does not have sufficient vacation time to cover the hours, or in the event the employee is not eligible for vacation, the employee shall be charged two (2) hours of authorized leave without pay.

ARTICLE 35 – INDUSTRIAL ACCIDENT LEAVE

35.1 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.
- 35.2 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 eighty percent (80%) of his/her base rate of pay.
- 35.2.1 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 Center of the filing of such legal action.
- 35.3 Industrial Accident Leave shall begin on the first day of such absence as defined in ARTICLE 35.1.
- 35.3.1 Industrial Accident Leave shall continue during all absences due to a single injury, but not to exceed one (1) year of accumulated absence.
- 35.3.2 Industrial Accident Leave benefits provided by this ARTICLE shall apply to each injury or disease as defined in ARTICLE 35.1.
- 35.3.3 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.
- 35.3.4 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.
- 35.3.5 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.
- 35.4 No employee shall have accrued sick leave deducted while on Industrial Accident Leave. Vacation and sick leave shall continue to accrue for an employee on Industrial Accident Leave in accordance with the provisions of ARTICLE 39 - SICK LEAVE and ARTICLE 40 - VACATION.

ARTICLE 36 – JURY DUTY AND COURT APPEARANCES

- 36.1 In the event any full-time employee is duly summoned to any court for the purpose of performing jury duty, he/she shall receive his/her regular compensation for any regularly scheduled working hours spent in actual performance of such service.
- 36.1.1 Whenever an employee is duly summoned to appear as a witness, except where the employee is a litigant or a defendant in a criminal case or any action brought about as a result of his/her own misconduct, he/she shall receive his/her regular compensation for any regularly scheduled working hours spent in actual performance of such service.
- 36.1.2 Employees receiving witness fees shall remit such fees to the Finance Director in order to be considered at work for payroll purposes during time spent as such witnesses.

ARTICLE 37 – LEAVE WITHOUT PAY

- 37.1 An employee who is absent from work and who is not on leave with pay shall be considered to be on leave without pay.
- 37.1.1 An employee on leave without pay shall not receive compensation and shall not accumulate vacation or sick leave while on such leave.
- 37.1.2 An employee who has a 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 employee's Department Head.
- 37.1.3 In the event that leave without pay is granted an employee for reasons of illness or physical incapacity due to illness or injury, ANAHEIM shall continue to pay for any hospitalization and major medical insurance previously paid for by ANAHEIM for a maximum of six (6) complete months. ANAHEIM shall waive the payment of employee premiums for any ANAHEIM sponsored medical, dental, and life insurance benefit plans for a maximum of six (6) months.
- 37.1.4 An employee may be granted leave without pay not to exceed six (6) months. An extension of leave without pay beyond six (6) months is permitted only when leave without pay is granted an employee for reasons of illness or physical incapacity and a determination has been made by the Human Resources Department that return to work is likely.

37.1.5 An employee returning to work from leave without pay shall be placed in the same salary step he/she 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 ARTICLE 16.1 provided that he/she returns to a position in his/her same job class. If the employee returns to a position in a lower job class, his/her salary step status shall be determined in accordance with the provisions of ARTICLE 32 – VOLUNTARY DEMOTION.

ARTICLE 38 – MILITARY LEAVE

38.1 ANAHEIM's policy relating to military leave and compensation shall be in accordance with the provisions of the Military and Veterans Code of the State of California and with all federal provisions (Public Law 93-508).

38.1.1 During any term of deployment, employees shall be considered to be on leave without pay (LWOP) and shall receive no accruals.

ARTICLE 39 – SICK LEAVE

39.1 Employees shall accrue annual sick leave with pay in accordance with the following provisions:

39.1.1 Regular, full-time employees with an average regular work week of forty (40) hours shall accrue paid sick leave at the rate of three (3) hours for each complete biweekly pay period.

39.1.2 Paid sick leave shall continue to accrue in accordance with the above provisions during any period of leave with pay.

39.1.3 An employee requesting sick leave for an absence from work as a result of any injury or disease which comes under the State of California 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 his/her base rate of pay.

39.2 Each employee shall have one-half (1/2) hour deducted from his/her accrued sick leave time for each one-half (1/2) hour of sick leave taken. The minimum amount of sick leave that may be taken at any given time shall be one-half (1/2) hour.

- 39.2.1 An employee may, at his/her option, elect to use vacation time to bridge the period after sick leave is exhausted and prior to short term disability (hereinafter "STD") commencing.
- 39.3 Sick leave that is accrued, but not taken, shall be accumulated.
- 39.3.1 Regular, full-time employees with an average regular work week of forty (40) hours shall be paid at their regular hourly rate of pay for all hours accumulated beyond one hundred seventy-five (175) in each calendar year. Payment shall be made in January of each year, or upon the employee's termination of employment for any reason. A maximum of one hundred seventy-five (175) hours shall carry over from year to year.
- 39.3.2 ANAHEIM shall pay to an employee upon the employee's termination of employment due to retirement in accordance with ARTICLE 51 - INSURANCE - ACTIVE EMPLOYEES or layoff in accordance with ARTICLE 29 - REASSIGNMENT, LAYOFF AND RE-EMPLOYMENT, all hours accumulated up to the maximum of one hundred seventy-five (175) hours that may be carried over from year to year. If an employee dies while employed, ANAHEIM shall pay to his/her beneficiary, as designated by the California Public Employees' Retirement System (hereinafter "PERS") records, the cash equivalent of all hours accumulated up to the maximum of one hundred seventy-five (175) hours that may be carried over from year to year.
- 39.4 An employee who has completed six (6) months as a regular, full-time employee and is continuously and totally disabled for more than one (1) calendar month shall receive a short term disability leave benefit of net sixty percent (60%) of his/her base rate of pay, after withholding taxes and less deductible benefits. Such disability benefit shall continue during total disability up to a maximum of six (6) months from date of disability. Upon completion of thirty (30) and/or ninety (90) days of absence while receiving short term disability benefits, an employee shall be required to undergo a physical examination by the treating physician or medical practitioner and shall submit a report of such examination explaining the nature and extent of the disabling illness or injuries and the prognosis and date of expected return to work. Short term disability benefits shall continue beyond sixty (60) and/or one hundred and twenty (120) days of absence only upon submission of the report of physical examination by the treating physician or medical practitioner.
- 39.4.1 Deductible benefits include salary or other compensation paid by: 1) any employer; 2) 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; and 3) a pension plan toward which ANAHEIM contributed.

- 39.4.2 Total disability means an employee's complete inability to engage in his/her regular occupation.
- 39.4.3 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.
- 39.4.4 ANAHEIM shall waive the payment of employee premiums for any ANAHEIM sponsored medical, dental, and life insurance benefit plans during any biweekly pay period during which short term disability benefits are paid.
- 39.5 In the event that any paid holiday occurs during a period when an employee is on paid sick leave, the holiday shall not be charged against the employee's accrued sick leave. The only sick leave hours that shall be charged against an employee's accrued sick leave shall be those hours that the employee is regularly scheduled to work.
- 39.6 An employee eligible for paid sick leave shall be granted such leave for the following reasons:
 - 39.6.1 Illness of the employee or physical incapacity of the employee due to illness or injury.
 - 39.6.2 Enforced quarantine of the employee in accordance with community health regulations.
 - 39.6.3 Medical and dental appointments during work hours. Use of sick leave for scheduled medical and dental appointments shall require prior approval of the employee's supervisor and will be granted in accordance with the best interest of ANAHEIM and the employee's department or division.
 - 39.6.4 Temporary disabilities caused by pregnancy and childbirth.
 - 39.6.5 To attend to the illness of the employee's immediate family. "Immediate family" means a child, parent, or spouse of the employee regardless of residence.
 - 39.6.5.1 In addition, ANAHEIM shall allow employees who do not have sufficient accrued vacation or other forms of paid leave available, to use their accrued sick leave in the event of a medical emergency or serious illness of any other member of the employee's household, under the same roof, and any grandchild, brother, or sister of the employee, regardless of residence.

- 39.7 An employee who cannot perform his/her assigned duties due to illness or physical incapacity shall inform his/her immediate supervisor of the fact and the reason therefore as soon as possible. Failure to do so within a reasonable time may be cause of denial of sick leave with pay.
- 39.8 In the event that an employee is absent on sick leave in excess of twenty-four (24) consecutive working hours, the employee's Department Head or Division Head may require that the employee submit a written statement by a physician licensed by the State of California certifying that the employee's condition prevented the employee from performing the duties of his/her position. Failure on the part of the employee to comply with such a requirement may be considered cause for disciplinary action.
- 39.9 In the event that an employee becomes ill during working hours and is placed on paid sick leave prior to the close of the workday, such paid sick leave shall be calculated to the nearest one-half (1/2) hour.
- 39.10 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 one hundred seventy-five (175) hours) shall be credited as follows: seventy-five percent (75%) to be reported as service credit at retirement; and 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 PERS records if the employee dies while employed.
- 39.10.1 Employees who retire shall receive service credit for all hours up to one hundred seventy-five (175).
- 39.10.2 An employee who has more than ten (10) years of continuous City service may elect to receive all or a portion of his/her Employee Sick Leave Trust Fund amount. Such payments shall be paid in cash by separate check subject to standardized withholding taxes. 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 (4th) payment paying the entire remaining balance in the account.
- 39.10.2.1 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.
- 39.11 If two (2) or more periods of total disability occur during a specific six (6)-month elimination period for the insured long term disability (hereinafter "LTD") plan, all

such periods shall be considered as one (1) period of continuous total disability under the following conditions:

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

39.11.2 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

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

ARTICLE 40 – VACATION

40.1 Regular, full-time employees with an average workweek of forty (40) hours shall receive annual vacation with pay in accordance with the following provisions:

40.1.1 For the first four (4) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of four (4) hours for each complete biweekly pay period plus two (2) hours of paid vacation at the close of the final complete biweekly pay period of each fiscal year (106 hours or 13.25 working days per year).

40.1.2 Upon completion of four (4) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of five (5) hours for each complete biweekly pay period (130 hours or 16.25 working days per year).

40.1.3 Upon completion of eight (8) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of six (6) hours for each complete biweekly pay period (156 hours or 19.5 working days per year).

40.1.4 Upon completion of fourteen (14) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of seven (7) hours for each complete biweekly pay period (182 hours or 22.75 working days per year).

40.1.5 Upon completion of nineteen (19) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of eight (8) hours for each complete biweekly pay period (208 hours or 26 working days per year).

40.1.6 Upon completion of twenty-four (24) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of nine (9) hours for

each complete biweekly pay period (234 hours or 29.25 working days per year).

- 40.2 Paid vacations shall continue to accrue in accordance with the above provisions during any period of leave with pay. All vacations shall be scheduled and taken in accordance with the best interests of ANAHEIM and the department or division in which the employee is employed. The maximum amount of vacation that may be taken at any given time shall be that amount that has accrued to the employee concerned. The minimum amount of vacation that may be taken at any given time shall be one-half (½) hour.
- 40.3 An employee shall be eligible to take any accrued vacation upon completion of six (6) months of service.
- 40.4 Each employee shall have one-half (½) hour deducted from his/her accrued vacation time for each one-half (½) hour of vacation taken. Vacation which is accrued, but not taken, shall be accumulated.
- 40.5 Maximum vacation accumulations for employees with an average regular workweek of forty (40) hours shall be as follows:
 - 40.5.1 For employees accruing vacation at the rate of eighty (80) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be one hundred sixty (160) hours.
 - 40.5.2 For employees accruing vacation at the rate of one hundred six (106) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be two hundred twelve (212) hours.
 - 40.5.3 For employees accruing vacation at the rate of one hundred thirty (130) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be two hundred sixty (260) hours.
 - 40.5.4 For employees accruing vacation at the rate of one hundred fifty-six (156) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be three hundred twelve (312) hours.
 - 40.5.5 For employees accruing vacation at the rate of one hundred eighty-two (182) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be three hundred sixty-four (364) hours.

- 40.5.6 For employees accruing vacation at the rate of two hundred eight (208) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be four hundred sixteen (416) hours.
- 40.5.7 For employees accruing vacation at the rate of two hundred thirty-four (234) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be four hundred sixty-eight (468) hours.
- 40.6 Upon termination, an employee shall be compensated by check at his/her current rate of pay for any vacation accrued but not taken, provided he/she has successfully completed his/her probationary period.
- 40.7 In the event that any recognized holiday occurs during an employee's vacation, the holiday shall not be charged against the employee's accrued vacation. The only vacation hours that shall be charged against an employee's accrued vacation shall be those hours that the employee is regularly scheduled to work.
- 40.8 An employee shall have the ability to be compensated for accrued vacation in either two (2) separate increments of up to sixty (60) hours each or one (1) increment of up to one hundred twenty (120) hours, subject to the following provisions:
- 40.8.1 A minimum of forty (40) hours of vacation must have been used during the previous twelve (12) months.
- 40.8.2 An employee's request for the annual vacation payoff is subject to the approval of the employee's Department Head.
- 40.8.3 The employee's balance cannot drop below forty (40) hours as a result of the request.

ARTICLE 41 – OVERTIME - GENERAL

- 41.1 A full-time employee who performs authorized work in excess of his/her 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 his/her regular hourly rate of pay.
- 41.1.1 Overtime shall be calculated to the nearest one-quarter (¼) hour of overtime worked, except any overtime of less than one-half (½) hour duration shall be calculated to the nearest one-half (½) hour.
- 41.1.2 All overtime must be authorized by the appropriate Division Head.

- 41.2 Full-time employees who perform authorized work in excess of sixteen (16) consecutive hours shall be compensated at the rate of two (2) times their regular hourly rate of pay for all additional consecutive hours worked in excess of sixteen (16) in any workday or shift.
- 41.3 All employees who earn overtime may elect to be paid by check for any overtime worked or to be paid at the rate of one-half (½) times their regular hourly rate and accrue one (1) hour of compensatory time earned for each hour of overtime worked, subject to the following conditions:
- 41.3.1 Compensatory time must be so designated at the time it is earned and once designated, may not be converted to another form of overtime.
- 41.3.2 An employee shall have the option of accruing 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 each fiscal year.
- 41.3.3 An employee who separates service for any reason or promotes out of the bargaining unit shall be paid at his/her current regular hourly rate of pay for all compensatory time accrued but not taken.
- 41.3.4 Requests for compensatory time off shall be reviewed and approved in accordance with ARTICLE 40.2.
- 41.4 Notwithstanding the overtime provisions of ARTICLE 41 – OVERTIME – GENERAL, 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.

ARTICLE 42 – BILINGUAL PAY

- 42.1 Effective the pay period beginning December 19, 2014, with the paycheck dated January 9, 2015, employees required to speak in Spanish or other languages (including sign language), as well as English, as part of their regular duties of their position will be compensated at the rate of seventy dollars (\$70) per pay period in addition to their regular pay.
- 42.2 Effective the pay period beginning December 19, 2014, with the paycheck dated January 9, 2015, employees required to speak, read and/or write in Spanish or other languages (including sign language), as well as English, as part of their regular duties of their position will be compensated at the rate of ninety dollars (\$90) per pay period in addition to their regular rate of pay.

42.3 Employees, who work in a classification listed below and who are required to speak in Spanish or other languages (including sign language), as well as English, as part of their regular duties of their position will be compensated at the rate of one hundred dollars (\$100) per pay period in addition to their regular pay.

42.4 Employees, who work in a classification listed below and who are required to speak, read and/or write in Spanish or other languages (including sign language), as well as English, as part of their regular duties of their position will be compensated at the rate of one hundred fifty dollars (\$150) per pay period in addition to their regular pay.

- Fire Dispatcher I
- Fire Dispatcher II
- Fire Communications Shift Supervisor
- Police Dispatcher I
- Police Dispatcher II
- Police Communications Operator
- Police Communications Supervisor

42.5 The appropriate Department Head shall designate which positions shall be assigned bilingual duties and which languages shall be eligible for bilingual pay.

42.6 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 authorized bilingual certifiers may conduct their own test of bilingual competency and notify the Human Resources Director of the outcome of the test.

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

42.8 Bilingual pay eligibility shall continue only as long as the employee's Department Head affirms an ongoing need for the assigned bilingual duties, and only so long as the employee demonstrates continuing competency through a proficiency examination once every three (3) years.

ARTICLE 43 – CALL-OUT

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

43.1.1 All emergency call-out time shall be calculated to the nearest one-quarter (¼) hour of time worked.

- 43.1.2 When an employee is called out for emergency work, he/she shall be paid at the rate of one and one-half (1½) times their regular rate of pay for such emergency work.
- 43.2 A minimum of three (3) hours (including travel time) of pay at the rate of one and one-half (1½) times the employee's regular rate of pay shall be guaranteed for each emergency call-out.
- 43.3 Forty-five (45) minutes time shall be added to the time worked to compensate the employee for travel time incurred for each emergency call-out.
- 43.4 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, except when such overtime occurs immediately before or after a regular work period.

ARTICLE 44 – SHIFT DIFFERENTIALS

- 44.1 All eight (8) hour periods, regularly scheduled to begin at 3:00 p.m., or thereafter, but before 3:00 a.m. shall be designated as night shift provided, however, that ANAHEIM employees in classifications set forth in Appendix "A" who work the 2:30 p.m. to 11:00 p.m. shift at the Anaheim Police Department will also be designated as being on the night shift.
- 44.1.1 A premium of five percent (5%) of the employee's regular hourly rate of pay shall be paid for work performed in the night shift.
- 44.1.2 A premium of five percent (5%) of the employee's regular hourly rate of pay shall be paid for each hour worked in his/her regular rate of pay between 3:00 a.m. and 6:00 a.m.
- 44.1.3 When a shift premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the applicable shift premium.
- 44.1.3.1 When an employee is required to work continuously without a break beyond the end of his/her night shift, the overtime rate shall be applied to the applicable shift premium.
- 44.1.4 Shift premium shall be payable only for hours actually worked and shall not be paid for non-work time, such as vacations, holidays, sick leave, etc.

ARTICLE 45 – SHORT SHIFT CHANGE

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

- 45.1.1 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.
- 45.1.2 The first shift after transfer from one eight (8) hour 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.
- 45.1.3 Whenever required to transfer from one schedule of working days to another without eight (8) hours off between shifts more than once in a workweek.
- 45.1.4 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 workweek.

ARTICLE 46 – STANDBY

- 46.1 An employee assigned to standby duty for the purpose 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 his/her regular hourly rate of pay for each calendar day of such standby duty.
 - 46.1.1 An employee assigned to standby duty for the purpose of being on call for two (2) separate court subpoenas for both a morning and an afternoon session, 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.

ARTICLE 47 – TRAVEL AND MILEAGE EXPENSE

- 47.1 Travel expense allowance for employees while on City business shall be provided in accordance with regulations established by the City Manager and/or the City Council.
- 47.2 ANAHEIM’s mileage reimbursement rate will be the standard mileage rate established by the Internal Revenue Service.
- 47.3 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 48 – MEAL ALLOWANCES

- 48.1 The City shall provide an employee adequate meals under the following conditions:
- 48.1.1 An employee shall be provided two (2) adequate meals if he/she is called out on emergency overtime work one (1) hour before a scheduled workday. If a meal has been earned under another section of this ARTICLE within two (2) hours of the scheduled workday, only one (1) meal shall be provided under this Section.
 - 48.1.2 An employee will be provided one (1) meal if he/she 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.
 - 48.1.3 An employee shall be provided one (1) adequate meal if he/she works two (2) hours overtime beyond the normal quitting time.
 - 48.1.4 An employee shall receive one (1) meal if he/she is scheduled to work overtime two (2) hours before a regular day.
 - 48.1.5 An employee shall be provided one (1) adequate meal at four (4) hour intervals during the performance of emergency overtime work.
 - 48.1.6 Mealtime shall be compensated at the appropriate overtime rate and shall normally be limited to one-half (½) hour with a maximum of forty-five (45) minutes paid mealtime.
 - 48.1.7 An employee may at his/her request, be compensated for meals at the rate of one-half (½) hour of overtime pay per meal.

ARTICLE 49 – CERTIFICATION PAY

- 49.1 Employees in the following job classes shall receive emergency medical dispatcher certification pay upon certification as an Emergency Medical Dispatcher by the National Academy of Emergency Medical Dispatch of the United States of America:

Fire Communications Shift Supervisor
Fire Dispatcher I
Fire Dispatcher II

- 49.1.1 The effective date of emergency medical dispatcher certification pay shall be the first day of the pay period following verification of eligibility. Upon an employee's initial certification, he/she will be eligible for emergency

medical dispatcher certification pay until his/her certification expires. Eligibility for certification pay will continue only if he/she is periodically re-certified as provided by the County of Orange Emergency Medical Services/State of California.

49.1.2 Emergency medical dispatcher certification pay shall be one dollar (\$1.00) per hour, effective the first pay period following City Council approval. Employees employed on July 1, 1994, shall be eligible to receive emergency medical dispatcher certification pay immediately upon verification of eligibility.

49.2 Employees in the following job classes shall receive Auto Parts Specialist certification pay upon certification as a Parts Specialist by the National Institute for Automotive Service Excellence:

Automotive Parts Specialist
Parts Supervisor

49.2.1 Auto Parts Specialist certification pay will be paid once each fiscal year during the pay period that includes November 16. Upon an employee's initial certification, he/she will be eligible for Auto Parts Specialist certification pay for that fiscal year immediately upon submission of verification. Eligibility for annual certification pay will continue only if he/she is re-certified as provided by The National Institute for Automotive Service Excellence.

49.2.2 Auto Parts Specialist certification pay shall be five hundred dollars (\$500).

49.2.3 Probationary employees are not eligible for Auto Parts Specialist certification pay.

49.2.4 Only full-time regular employees are eligible for Auto Parts Specialist certification pay.

49.3 An employee whose position requires possession of a Class "A" driver license shall receive Class "A" certification pay of two hundred fifty dollars (\$250) once each fiscal year during the pay period that includes November 16.

49.3.1 Probationary employees are not eligible for Class "A" certification pay.

49.3.2 Only regular, full-time employees whose position requires possession of a Class "A" driver license and who possess a Class "A" license in good standing during the pay period that includes November 16 are eligible for Class "A" certification pay.

ARTICLE 50 – GRIEVANCE – GENERAL

- 50.1 The dispute resolution procedures set forth in this ARTICLE are intended for use by ANAHEIM and AMEA as the parties to this MOU. No grievance may be brought under this ARTICLE unless specifically authorized in writing by AMEA. Nothing herein is intended to restrict or limit an employee from exercising any right he/she may otherwise possess under the law, independent of this MOU.
- 50.2 Any alleged violation of the terms and conditions of this Agreement, any alleged improper treatment of an employee, or any alleged violation of commonly accepted safety practices and procedures brought forward by AMEA shall be considered to be a matter subject to review through the grievance procedure and settled in accordance with the provisions of this ARTICLE. ANAHEIM and AMEA may mutually agree that any alleged violation of the MOU that requires interpretation of the MOU language or a past practice shall first be submitted to non-binding mediation, prior to any submission to arbitration. This language is not intended to impede or delay the arbitration process.
- 50.2.1 ARTICLE 28.5 provides for an accelerated procedure under the provisions of this ARTICLE when an employee is dismissed.
- 50.2.2 Disputes related to benefits and procedures provided for under the Workers' Compensation Laws of California or which fall within the jurisdiction of the Workers' Compensation Appeals Board are not subject to the grievance procedure.
- 50.2.3 Employees' rights to representation in grievance matters under the provisions of ARTICLE 50.2 shall be limited in the following manner:
- 50.2.3.1 No supervisor shall be represented in grievance matters by an employee whom he/she may supervise.
- 50.2.3.2 No employee shall be represented in grievance matters by a supervisor for whom he/she may work.
- 50.2.4 Performance evaluations of an overall rating of "Valued Contributor" shall not be subject to review through the grievance process nor through the administrative review procedure set forth in ARTICLE 50.2.5.
- 50.2.5 In those instances where discipline is imposed other than salary step reduction, suspension, demotion, or dismissal, AMEA may submit a written request for a review of the disciplinary action through an administrative review procedure.
- 50.2.5.1 Administrative Review Procedure:

The written request must be submitted to the Human Resources Department within fourteen (14) calendar days after receipt of notice by the employee of the disciplinary action. The Department Head under which the discipline was administered shall conduct an administrative review within fourteen (14) calendar days of submission of the written request.

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

- 50.3 The staff officials of ANAHEIM will not recommend any revision or modification to the grievance procedure without first discussing such recommendations with AMEA.
- 50.4 Any violation of this MOU as alleged by ANAHEIM shall be resolved between authorized representatives of ANAHEIM and AMEA. In the event that the parties cannot resolve the dispute, the dispute shall, upon the request of either ANAHEIM or AMEA, be referred to an impartial arbitrator for a final and binding decision.
- 50.5 All expenses of any arbitration shall be borne equally by ANAHEIM and AMEA.
- 50.6 Employee grievances submitted by AMEA to ANAHEIM shall be handled in the following manner:
 - 50.6.1 Step I. An attempt shall be made to adjust all grievances on an informal basis between the employee, his/her AMEA representative, and a supervisor in the employee's chain of command, up to and including his/her manager, within seven (7) working days after the occurrence of the incident involved in the grievance. The manager shall deliver his/her answer within seven (7) working days after conducting the Step I meeting.
 - 50.6.1.1 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.
 - 50.6.2 Step II. If the grievance is not adjusted to the satisfaction of AMEA in Step I, it shall be submitted in writing to the employee's Department Head or Administrative Manager within seven (7) working days after the Step I answer is received by AMEA. The Department Head or Administrative Manager shall meet with the employee and his/her AMEA representative within ten (10) working days after submission of the grievance to him/her. The Department Head or Administrative Manager shall review the

grievance and may affirm, reverse, or modify, as deemed appropriate, the disposition made at Step I and the Step II answer shall be delivered to AMEA within seven (7) working days after said meeting.

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

50.6.3 Step III. If AMEA is not satisfied with the answer to the Step II, it shall be submitted to an impartial arbitrator for a final and binding decision or, if the City Manager and AMEA agree, it shall be submitted to the City Manager for a final and binding decision. Such submission must occur within thirty (30) days after the Step II answer is received.

50.6.3.1 The parties (ANAHEIM and AMEA) 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.

50.7 If submitted to the City Manager, the City Manager or his/her assistant shall meet with the employee and his/her AMEA representative within ten (10) working days after submission of the grievance to him/her. The City Manager or his/her assistant may affirm, reverse, or modify as deemed appropriate, the disposition made at Step II.

50.8 The City Manager or his/her assistant shall deliver his/her decision to AMEA within five (5) working days after said meeting, and such decision shall be final and binding on both parties.

50.9 In order to proceed to arbitration, either ANAHEIM or AMEA shall serve written notice to the other party specifying the grievance to be submitted.

50.9.1 Such written notice must be submitted no later than thirty (30) calendar days after the Step II answer is received by the other party.

50.9.2 ANAHEIM and AMEA shall thereafter attempt to resolve the issue and select an impartial arbitrator. If an arbitrator cannot be agreed upon, ANAHEIM and AMEA shall request a panel from the American Arbitration Association or any other mutually agreed upon provider. If ANAHEIM and/or AMEA fail(s) to submit jointly, or separately, the issue to the agreed upon arbitrator, the American Arbitration Association or any other mutually agreed upon provider within thirty (30) calendar days after the written notice to proceed to arbitration is received, then either ANAHEIM or AMEA may take action to compel arbitration. Failure to take action to compel arbitration within sixty (60) calendar days after written notice to the

other party specifying the grievance to be submitted will conclusively be deemed abandonment of the right to compel arbitration.

- 50.10 The arbitrator's decision shall be final and binding on both ANAHEIM and AMEA, it being agreed that the arbitrator shall have no powers to add to or subtract from, nor to modify any of the terms of any MOU between ANAHEIM and AMEA and that the arbitrator's award shall be consistent with and controlled by this MOU, Ordinances and Charter of the City of Anaheim, and the laws and Constitution of the State of California.
- 50.11 The parties will request the arbitrator to render his/her 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.
- 50.11.1 Any grievance not presented and/or carried forward by AMEA within the time limits specified in this ARTICLE shall be deemed null and void, provided, however, AMEA and ANAHEIM may agree to continue said time limits.
- 50.12 Any adoption, deletion, or revision of ANAHEIM policy as may be suggested or recommended by any employee or employee organization shall not be considered to be a matter subject to review through the grievance procedure.
- 50.13 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 his/her former status of employment, including reinstatement of seniority and accrued fringe benefits. In such cases, the City Manager may order the payment of back pay to an employee reinstated, by either the City Manager or an impartial arbitrator, in any amount up to payment for the full period of time involved. In implementing a Step III award, the City Manager shall order the payment of back pay to a reinstated employee in the amount provided in the Step III award. It shall be conclusively presumed that there is no award of back pay to a reinstated employee unless specifically set forth in the Step III award. Any earnings of the reinstated employee from other employment during his/her period of suspension shall be deducted from the amount of back pay awarded.

ARTICLE 51 – INSURANCE – ACTIVE EMPLOYEES

51.1 Health Insurance

ANAHEIM agrees to offer the Kaiser Foundation Health Plan and other prepaid and/or insured health plans recommended by the Joint Committee on Medical Programs and approved by the City Council. Health Maintenance Organization (HMO) benefit schedules shall be standardized to the extent possible and shall

require a ten dollars (\$10) co-payment for outpatient and physician services until January 1, 2007, at which time the co-payment shall be increased to fifteen dollars (\$15).

51.1.1 ANAHEIM and Employee Contributions

- 51.1.1.1 Effective 2005, 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 2005 shall equal the percent change in the CPI-W for the year ending May 2004, 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 2004).
 - 51.1.1.2 Employees shall be required to pay any difference between the total monthly cost of the health plan selected and the ANAHEIM contribution set forth in ARTICLE 51.1.1.1.
 - 51.1.1.3 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. 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.
 - 51.1.1.4 ANAHEIM shall during the term of this MOU pay up to the contribution rate in effect in 2007: Single, twenty-four dollars and ninety-nine cents (\$24.99); 2-Party, thirty-eight dollars and ninety-nine cents (\$38.99); and Family, fifty-six dollars and three cents (\$56.03) towards the monthly premium cost of the plan selected by the employee.
- 51.1.2 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 a single enrollment shall pay no health insurance premium while both spouses are

employed by ANAHEIM, or may alternatively elect the “opt-out” payment provided in ARTICLE 51.1.1.3.

51.1.3 Proof of marriage will be required of all employees enrolled in any City Medical plan to enroll a dependent spouse. Effective July 1, 2005, ANAHEIM shall provide health coverage to couples who have filed a Declaration of Domestic Partnership with the California Secretary of State (“Registered Domestic Partners”).

51.1.4 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.

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

51.2 Life Insurance

ANAHEIM agrees to provide fifty thousand dollars (\$50,000) of Basic group term life insurance during the term of this MOU.

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

51.2.1 ANAHEIM agrees to provide supplemental term life insurance of up to four hundred fifty thousand dollars (\$450,000) in increments of fifty thousand dollars (\$50,000). One hundred percent (100%) of the cost of the supplemental term life insurance shall be paid by the employee.

51.2.2 ANAHEIM shall contribute one-half (½) the cost of the premium for group term life insurance and dependent coverage. The employee shall contribute the difference between the ANAHEIM contribution and the total premium cost.

51.2.3 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).

51.2.4 Permanent and Total Disability Life Insurance Benefit

51.2.4.1 Employees eligible to retire: Such employee who is permanently and totally disabled shall receive the following life insurance benefit:

- (a) One hundred dollars (\$100) paid up life insurance for each year of service as provided under the Retired Life Insurance Program.
- (b) Decreasing term life insurance in the amount of the employee's basic life insurance less the paid up life insurance described above. Such term life insurance shall decrease by one sixtieth (1/60) of the adjusted value each month until the face value of such insurance reaches zero (0) (5 years).
- (c) The permanently and totally disabled employee will pay no premium during the term of this benefit.

51.2.4.2 Employees not eligible to retire shall receive the following life insurance benefit:

- (a) Decreasing term life insurance in the amount of the employee's basic life insurance. Such term insurance shall decrease by one sixtieth (1/60) of the original amount each month until the face value reaches zero (0) (5 years).
- (b) The permanently and totally disabled employee shall pay no premium during the term of this benefit.

51.3 Long Term Disability Benefits

51.3.1 ANAHEIM agrees to pay for long term disability insurance during the term of this MOU.

51.3.2 An employee shall not be eligible to receive long term disability benefits until he/she has completed one (1) year of service.

51.4 Dental Plans

51.4.1 ANAHEIM agrees to continue sponsorship of the fee for service dental plan.

51.4.2 ANAHEIM agrees to continue sponsorship of prepaid dental plans.

51.5 Short Term Disability

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

51.5.2 ANAHEIM agrees to provide the existing short term disability plan in accordance with ARTICLE 39.4. ANAHEIM agrees to pay ANAHEIM's portion of medical, dental, life, and optical insurance while absent due to illness or injury and while collecting short term disability benefits.

51.6 Pensions

51.6.1 ANAHEIM agrees to implement procedures to amend the PERS Miscellaneous Plan for Anaheim City, Employer Number 303 to provide Government Code section 21354.5 ("2.7 @ 55") retirement benefits to be effective on or before December 29, 2005 contingent upon agreement being reached with all bargaining units representing miscellaneous employees.

51.6.1.1 ANAHEIM and AMEA agree that the incremental cost to implement Government Code section 21354.5 ("2.7 @ 55") retirement benefits of 6.4% of employee compensation shall be paid by employees through a reduction in the City's contribution to post-retirement medical benefit reserving costs of approximately 3.9% of employee compensation, and a reduction in general salary adjustments of 2.5% over the term of this Agreement.

51.6.1.2 ANAHEIM and AMEA agree that the incremental cost to implement Government Code section 21354.5 ("2.7 @ 55") retirement benefits shall be the ongoing defined contribution by ANAHEIM.

51.6.1.3 ANAHEIM and AMEA agree that it is the intent of the parties that any variances in the employer rate attributable to the implementation of Government Code section 21354.5 ("2.7 @ 55") retirement benefits shall accrue to the employee. All proportional costs above the 2005/06 employer rate of 15.063% shall be paid by the employee. All proportional reductions below the 2005/06 employer rate of 15.063% shall be paid to the employee. "Proportional costs" and "proportional reductions" mean the ratio between the unmodified 2005/06 PERS employer rate of 8.626% and the modified PERS employer rate of 15.063%; such that 42.6% of any variance from the 2005/06 PERS employer rate of 15.063% shall accrue to the employee.

51.6.1.4 A rate variance shall be calculated for a fiscal year based upon the PERS employer rate assessed for PERS Miscellaneous Plan for

Anaheim City, Employer Number 0303. If the rate exceeds 15.063%, employees shall pay the proportional difference in the form of a biweekly payroll deduction. If the rate is less than 15.063% (to the floor of 8.626%), employees shall receive the proportional difference in the form of an addition to the employee's biweekly pay check. Adjustments to pay under the provisions of this Section shall be based upon biweekly PERS reportable compensation.

- 51.6.1.5 ANAHEIM and AMEA agree to modify ARTICLES 51.6.1.3 and 51.1.6.1.4. Employee contributions to the employer contribution rate shall be capped at four percent (4%). Should PERS modify its reporting for contribution rates, employees shall contribute a total of twelve percent (12%) – four percent (4%) plus eight percent (8%).
- 51.6.2 ANAHEIM shall contribute seven percent (7%) of the employee contribution for retirement benefits for employees currently making a seven percent (7%) contribution in accordance with the provisions of the contract between ANAHEIM and PERS.
 - 51.6.2.1 Effective the pay period beginning March 27, 2015, ANAHEIM shall discontinue contributions specified in ARTICLE 51.6.2, and employees shall contribute eight percent (8%) of the employee contribution rate for retirement benefits.
- 51.6.3 ANAHEIM shall contribute a portion of the cost of employee survivors' benefits in accordance with the provisions of the above contract.
- 51.6.4 The contract between PERS and ANAHEIM and all the amendments thereto as it applies to employees in classifications listed in Appendix "A" shall become a part of this MOU by reference.
- 51.6.5 ANAHEIM and AMEA agree that ANAHEIM will amend PERS Miscellaneous Plan for Anaheim City, Employer Number 0303, to institute a revised defined benefit plan for covered employees hired on or after January 1, 2013. The revised defined retirement plan shall consist of the 2.0% @ 62 defined formula (Government Code section 7522.20(a)), with a final compensation period of three (3) consecutive years (Government Code section 20037) and the employee paying the full required member contribution amount equal to eight percent (8%) of compensation earnable, plus any additional amount necessary to cause those employees to the applicable retirement formula, as provided in Government Code sections 7522.30 and 20516.

51.6.6 ANAHEIM and AMEA agree that any provision of ARTICLE 51.6.5, as amended herein, that are contrary to or inconsistent with the lawful provisions of the California Public Employees' Pension Reform Act of 2013 shall be modified so as to cause them to be consistent with those lawful provisions through a LOU that amends the MOU, as amended herein, and incorporated with the MOU.

51.7 Deferred Compensation

51.7.1 ANAHEIM and AMEA agree that employees in classifications represented by AMEA may participate in deferred compensation programs offered by ANAHEIM.

ARTICLE 52 – POST RETIREMENT MEDICAL BENEFITS

52.1 Retired employees who are receiving a post-retirement medical benefit from ANAHEIM on the date the City Council approves this MOU shall continue to receive such benefit in accordance with the provisions of the MOU between ANAHEIM and AMEA that was in effect at the time of their retirement.

52.2 Regular, full-time employees in the classified service in classifications listed in Appendix "A", who are enrolled as subscribers 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 (medical and dental) as retirees subject to the following terms and conditions:

52.2.1 The employee must be credited with at least ten (10) years of continuous, full-time ANAHEIM service on the date of retirement, and

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

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

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

52.2.5 ANAHEIM shall provide separate contributions toward the premium costs of the ANAHEIM sponsored medical and/or dental plans elected by the employee according to the following schedule:

52.2.5.1 For service retirements, the contributions shall be a percentage of the annual contributions made by ANAHEIM on behalf of active employees, the percentage equal to one and one-half (1½) times

the miscellaneous “2% @ 60” 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 and the retiree’s age shall be calculated to the nearest complete one-quarter (1/4) year.

- 52.2.5.2 For disability requirements, the contribution shall be a percentage of the annual contributions made by ANAHEIM on behalf of active employees, the percentage equal to two percent (2%) for each year of service to a maximum contribution of ninety-five percent (95%) based on the employee’s consecutive years of Anaheim service shall be calculated to the nearest complete one quarter (1/4) year.
 - 52.2.5.3 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.
 - 52.2.5.4 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.
 - 52.2.5.5 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.
 - 52.2.5.6 The surviving spouse or registered domestic partner 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.
- 52.2.6 Employees who retire on or after January 1, 2006 shall be credited with ANAHEIM service accrued through December 31, 2005 for the purpose of determining eligibility and benefit levels under the provisions of ARTICLE 52.2. No employee who has less than ten (10) complete years of credited ANAHEIM service as of December 31, 2005 shall be provided benefits under ARTICLE 52.2.

52.2.7 The following provisions shall apply to employees who retire on or after January 1, 2006 and who are receiving post-retirement medical benefits under the provisions of ARTICLE 52.2:

52.2.7.1 Only ANAHEIM service accrued through December 31, 2005 shall be credited to the employee in determining ANAHEIM's percentage contribution towards the premium costs of the plan(s) elected by the retiree.

52.2.7.2 Retirees shall be required to enroll in Medicare parts "A" and "B" upon establishing eligibility. Failure to enroll when eligible will result in cancellation of coverage.

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

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

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

52.2.8.3 There shall be coordination of benefits where other insurance exists.

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

52.3 EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1996

Regular, full-time employees in the classified service in classifications listed in Appendix "A", hired on or after January 1, 1996 shall participate in an Integral Part Trust ("RHS plan") designed to provide reimbursement of qualified medical expenses upon retirement or separation from City service. "Qualified medical expenses" are those expenses authorized under the provisions of Internal Revenue Code section 213, excepting only those expenses the parties mutually agree to exclude.

52.3.1 When an employee is hired into a classification represented by AMEA, ANAHEIM shall make an initial employer contribution of three thousand dollars (\$3,000) into the employee's Retirement Health Savings ("RHS") account.

52.3.2 Effective the first pay period of calendar year 2010 and each biweekly pay period thereafter, the City shall make a contribution to the individual

account of each employee in a classification represented by AMEA who has an established RHS account of one percent (1%) of that employee's base biweekly compensation.

52.3.3 Employees shall be fully vested for all ANAHEIM contributions made on their behalf after five (5) full years of continuous ANAHEIM service.

52.3.4 ANAHEIM and AMEA agree that each employee shall be required to contribute three percent (3%) of his/her gross biweekly pay to his/her individual RHS Account.

52.3.5 An employee who separates City service for any reason will be eligible to withdraw funds for reimbursement of eligible medical expenses without regard to the employee's age or years of service. Employee premium contributions for employer provided group health insurance provided by other employers are not an eligible medical expense.

52.3.6 Employees hired on or after January 1, 1996 who have completed ten (10) years of consecutive ANAHEIM service and who are awarded a retirement from PERS as the reason for separation from ANAHEIM service shall be allowed access to ANAHEIM sponsored group health plans as a retiree.

52.4 EMPLOYEES HIRED PRIOR TO JANUARY 1, 1996

Regular, full-time employees in the classified service in classifications listed in Appendix "A", hired prior to January 1, 1996 shall participate in an Integral Part Trust ("RHS plan") designed to provide reimbursement of qualified medical expenses upon retirement or separation from City service. "Qualified medical expenses" are those expenses authorized under the provisions of Internal Revenue Code section 213, excepting only those expenses the parties mutually agree to exclude.

52.4.1 ANAHEIM and AMEA agree that each eligible employee shall be required to contribute one percent (1%) of his/her gross biweekly pay to his/her individual RHS Account.

52.4.2 An employee who separates City service for any reason will be eligible to withdraw funds for reimbursement of eligible medical expenses without regard to the employee's age or years of service. Employee premium contributions for employer provided group health insurance provided by other employers are not an eligible medical expense.

ARTICLE 53 – PHYSICAL EXAMINATIONS

- 53.1 In order to be eligible for employment with ANAHEIM, candidates shall be required to pass a physical examination, the character of which shall be in accordance with standards established by the Human Resources Director.
- 53.2 In order to be eligible for promotion or transfer to a job class in a category requiring greater physical qualification than his/her present job class, an employee must pass the appropriate physical examination.
- 53.3 An employee who returns to work after an absence in excess of forty-eight (48) consecutive working hours due to illness or physical incapacity may be required by his/her Department Head to undergo a physical examination.
- 53.3.1 An employee who fails to pass a physical examination required under the provisions of ARTICLE 53.3 may be transferred or demoted to a position requiring lesser physical qualifications, recommended for disability retirement, or terminated.
- 53.4 All physical examinations required under the provisions of this ARTICLE shall be performed by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law.
- 53.4.1 Exceptions to the provisions of ARTICLE 53.4 may be made only in the case of out-of-state candidates for employment. In such cases, the physician performing the examination may be a physician licensed by the state in which the candidate resides.
- 53.5 ANAHEIM shall pay for any physical examination required under the provisions of this ARTICLE.

ARTICLE 54 – JOINT COMMITTEE ON MEDICAL PROGRAMS

- 54.1 The parties to this Agreement, 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.
- 54.2 Serving on the committee with Human Resources Department staff and operating department management staff will be two (2) members from the Anaheim Municipal Employees Association (Clerical Employees Unit).

- 54.3 This committee will meet as often as is necessary during the life of this Agreement and will 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, plan design, and cost containment provisions. The report shall be forwarded to the City Manager for review.
- 54.4 Because of the complexity of the problem and the diverse interests of the respective organizations, the parties recognize that it is incumbent upon all members of the committee to work in a spirit of harmony and cooperation to achieve what should be beneficial to all concerned.

ARTICLE 55 – AGENCY SHOP

- 55.1 ANAHEIM agrees to implement an agency shop in accordance with Government Code section 3502.5.

ARTICLE 56 – NOTIFICATION OF CONTRACTING OUT

- 56.1 ANAHEIM agrees to notify AMEA of possible contracting out of City work or services if such contracting out will have a significant long term impact on work performed by employees in classifications represented by AMEA.
- 56.1.1 Such notification will be given before a decision to contract out is made; and
- 56.1.2 AMEA will have an opportunity to comment prior to a determination by ANAHEIM to enter into contracting arrangements.

ARTICLE 57 – NO STRIKE

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

ARTICLE 58 – CONSTRUCTION

- 58.1 Nothing in this Agreement shall be construed to deny any person or employee the rights granted by federal and state laws and City Charter provisions. The rights, powers, and authority of the City Council in all matters, including the right to

maintain any legal action, shall not be modified or restricted by this Agreement. The provisions of this Agreement are not intended to conflict with the provisions of Chapter 10, Division 4, Title 1 of the Government Code of the State of California (sections 3500, et seq.) as amended in 1982.

ARTICLE 59 – SAVINGS CLAUSE

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

ARTICLE 60 – DURATION

61.1 The terms of this MOU are to remain in full force and effect until the 4th day of January 2018. Upon adoption of a resolution approving this MOU and the terms hereof by the City Council of the City of Anaheim, this MOU shall be in full force and effect as of the 5th day of January 2016.

STAFF OFFICIALS
OF THE CITY OF ANAHEIM,
a Municipal Corporation

ANAHEIM MUNICIPAL EMPLOYEES
ASSOCIATION, CLERICAL EMPLOYEES

By: 

By: Ramon Figueroa

By: _____

By: _____

By: _____

By: _____

By: 

By: Michael P. Hansen

By: 

By: Jamar Bannas

By: 

By: George H. [unclear]

By: 

By: _____

By: _____

By: _____

Dated: 07-11-16

APPENDIX “A” – SPECIAL PROVISIONS

- A.1 ANAHEIM shall not charge employees to replace lost or damaged proximity cards.
- A.2 Effective pay period beginning July 1, 2016, employees shall receive a two percent (2%) wage increase.
- A.3 Effective pay period beginning June 30, 2017, employees shall receive a two percent (2%) wage increase.
- A.4 Effective January 1, 2017, ANAHEIM and AMEA agree to reopen the contract for purposes of addressing any potential changes to health insurance in the event the City is subject to a penalty tax, fine, or increase medical costs as a result of requirements of the Federal Affordable Healthcare Act.

APPENDIX "A" – SALARY RELATIONSHIPS

ACCOUNTING SPECIALIST

| | |
|---|-------------------------------|
| Accounting Technician | 1.250 x Accounting Specialist |
| Box Office Specialist | 1.100 x Accounting Specialist |
| Collections Specialist | 1.050 x Accounting Specialist |
| Payroll Specialist | 1.100 x Accounting Specialist |
| Payroll Technician | 1.250 x Accounting Specialist |
| Senior Accounting Specialist | 1.100 x Accounting Specialist |
| Senior Collections Specialist | 1.150 x Accounting Specialist |
| Police Training and Records Coordinator | 1.250 x Accounting Specialist |

DATA PROCESSING CLERK

| | |
|---------------------------|-------------------------------|
| Data Entry Operator | 1.050 x Data Processing Clerk |
| Senior Data Entry Manager | 1.100 x Data Processing Clerk |

OFFICE SPECIALIST II

| | |
|----------------------------------|------------------------------|
| Booking & Scheduling Specialist | 1.250 x Office Specialist II |
| Clerk | .850 x Office Specialist II |
| Customer Services Specialist I | .900 x Office Specialist II |
| Customer Services Specialist II | 1.000 x Office Specialist II |
| Departmental Records Coordinator | 1.200 x Office Specialist II |
| Guest Services Specialist I | .900 x Office Specialist II |
| Guest Services Specialist II | 1.000 x Office Specialist II |
| Housing Loan Processor | 1.100 X Office Specialist II |
| Intermediate Clerk | .950 x Office Specialist II |
| Library Circulation Specialist | 1.106 x Office Specialist II |
| Library Clerk | .855 x Office Specialist II |
| Library Customer Services Clerk | .900 x Office Specialist II |
| Licensing Specialist | 1.100 x Office Specialist II |
| Licensing Supervisor | 1.250 x Office Specialist II |
| Office Specialist I | .900 x Office Specialist II |
| Office Supervisor | 1.300 x Office Specialist II |
| Principal Library Clerk | 1.150 x Office Specialist II |
| Principal Office Specialist | 1.225 x Office Specialist II |
| Personnel Specialist | 1.225 x Office Specialist II |
| Senior Clerk | 1.100 x Office Specialist II |
| Senior Guest Services Specialist | 1.050 x Office Specialist II |
| Senior Library Clerk | 1.055 x Office Specialist II |
| Senior Licensing Specialist | 1.450 x Office Specialist II |
| Senior Office Specialist | 1.175 x Office Specialist II |

POLICE DISPATCHER II

| | |
|--------------------------------------|------------------------------|
| Fire Dispatcher I | .850 x Police Dispatcher II |
| Fire Dispatcher II | .950 x Police Dispatcher II |
| Fire Communications Shift Supervisor | 1.125 x Police Dispatcher II |
| Police Communications Operator | .750 x Police Dispatcher II |
| Police Communications Supervisor | 1.250 x Police Dispatcher II |
| Police Dispatcher I | .900 x Police Dispatcher II |
| Senior Police Dispatcher | 1.100 x Police Dispatcher II |

POLICE RECORDS SPECIALIST II

| | |
|----------------------------------|--------------------------------------|
| CLETS/NCIC Specialist | 1.250 x Police Records Specialist II |
| Detention Facility Assistant | 1.125 x Police Records Specialist II |
| Police Records Specialist/Matron | 1.100 x Police Records Specialist II |
| Police Records Specialist I | .900 x Police Records Specialist II |
| Police Records Supervisor | 1.350 x Police Records Specialist II |
| Senior Police Records Specialist | 1.200 x Police Records Specialist II |

PROPERTY & EVIDENCE TECHNICIAN

| | |
|---|--|
| Property & Evidence Supervisor | 1.150 x Property & Evidence Technician |
| Senior Property & Evidence Technician | 1.075 x Property & evidence Technician |
| Police Facility Maintenance Coordinator | 1.000 x Property & Evidence Technician |

SENIOR STOREKEEPER

| | |
|-----------------------------|----------------------------|
| Automotive Parts Specialist | .850 x Senior Storekeeper |
| Bookmobile Operator | .850 x Senior Storekeeper |
| Parts Supervisor | 1.250 x Senior Storekeeper |
| Storekeeper | .900 x Senior Storekeeper |
| Supply Clerk/Driver | .800 x Senior Storekeeper |
| Wardrobe Specialist | .800 x Senior Storekeeper |

APPENDIX “A” – WAGES

July 1, 2016 – June 29, 2017

| Code | Classification | | Grade | Sched | Step | Hourly Rates | | Biweekly Rates | | Monthly Rates | | Annual Rates | |
|-------------|--------------------------------------|-----|--------------|--------------|-------------|---------------------|-----------|-----------------------|--------------|----------------------|--------------|---------------------|---------------|
| E24 | Accounting Specialist | U2 | B1000 | 2564 | 4 - 9 | \$20.09 | - \$25.64 | \$1,607.20 | - \$2,051.20 | \$3,482.27 | - \$4,444.27 | \$41,787.20 | - \$53,331.20 |
| E25 | Accounting Technician | 0 | B1040 | 3205 | 4 - 9 | \$25.11 | - \$32.05 | \$2,008.80 | - \$2,564.00 | \$4,352.40 | - \$5,555.33 | \$52,228.80 | - \$66,664.00 |
| E27 | Box Office Specialist | 0 | B1020 | 2820 | 4 - 9 | \$22.10 | - \$28.20 | \$1,768.00 | - \$2,256.00 | \$3,830.67 | - \$4,888.00 | \$45,968.00 | - \$58,656.00 |
| 125 | Clerk | 0 | B1305 | 1980 | 4 - 9 | \$15.51 | - \$19.80 | \$1,240.80 | - \$1,584.00 | \$2,688.40 | - \$3,432.00 | \$32,260.80 | - \$41,184.00 |
| M63 | CLETS/NCIC Specialist | U2 | B1550 | 3099 | 5 - 9 | \$25.50 | - \$30.99 | \$2,040.00 | - \$2,479.20 | \$4,420.00 | - \$5,371.60 | \$53,040.00 | - \$64,459.20 |
| 094 | Collections Specialist | 0 | B1010 | 2692 | 4 - 9 | \$21.09 | - \$26.92 | \$1,687.20 | - \$2,153.60 | \$3,655.60 | - \$4,666.13 | \$43,867.20 | - \$55,993.60 |
| K58 | Customer Services Specialist I | 0 | B1315 | 2096 | 4 - 9 | \$16.42 | - \$20.96 | \$1,313.60 | - \$1,676.80 | \$2,846.13 | - \$3,633.07 | \$34,153.60 | - \$43,596.80 |
| K39 | Customer Services Specialist II | 0 | B1300 | 2329 | 4 - 9 | \$18.25 | - \$23.29 | \$1,460.00 | - \$1,863.20 | \$3,163.33 | - \$4,036.93 | \$37,960.00 | - \$48,443.20 |
| 168 | Data Entry Operator | U2 | B1110 | 2237 | 4 - 9 | \$17.53 | - \$22.37 | \$1,402.40 | - \$1,789.60 | \$3,038.53 | - \$3,877.47 | \$36,462.40 | - \$46,529.60 |
| 167 | Data Processing Clerk | 0 | B1100 | 2130 | 4 - 9 | \$16.69 | - \$21.30 | \$1,335.20 | - \$1,704.00 | \$2,892.93 | - \$3,692.00 | \$34,715.20 | - \$44,304.00 |
| K40 | Departmental Records Coordinator | 0 | B1365 | 2795 | 4 - 9 | \$21.90 | - \$27.95 | \$1,752.00 | - \$2,236.00 | \$3,796.00 | - \$4,844.67 | \$45,552.00 | - \$58,136.00 |
| M18 | Detention Facility Assistant | U2 | B1530 | 2789 | 4 - 9 | \$21.85 | - \$27.89 | \$1,748.00 | - \$2,231.20 | \$3,787.33 | - \$4,834.27 | \$45,448.00 | - \$58,011.20 |
| K55 | Fire Communications Shift Supervisor | U2 | B1460 | 4130 | 5 - 9 | \$33.98 | - \$41.30 | \$2,718.40 | - \$3,304.00 | \$5,889.87 | - \$7,158.67 | \$70,678.40 | - \$85,904.00 |
| 247 | Fire Dispatcher I | 0 | B1420 | 3120 | 3 - 9 | \$23.28 | - \$31.20 | \$1,862.40 | - \$2,496.00 | \$4,035.20 | - \$5,408.00 | \$48,422.40 | - \$64,896.00 |
| K50 | Fire Dispatcher II | UFS | B1440 | 3487 | 3 - 9 | \$26.02 | - \$34.87 | \$2,081.60 | - \$2,789.60 | \$4,510.13 | - \$6,044.13 | \$54,121.60 | - \$72,529.60 |
| K59 | Guest Services Specialist I | 0 | B1315 | 2096 | 4 - 9 | \$16.42 | - \$20.96 | \$1,313.60 | - \$1,676.80 | \$2,846.13 | - \$3,633.07 | \$34,153.60 | - \$43,596.80 |
| K47 | Guest Services Specialist II | 0 | B1300 | 2329 | 4 - 9 | \$18.25 | - \$23.29 | \$1,460.00 | - \$1,863.20 | \$3,163.33 | - \$4,036.93 | \$37,960.00 | - \$48,443.20 |
| E32 | Housing Loan Processor | 0 | B1345 | 2562 | 4 - 9 | \$20.07 | - \$25.62 | \$1,605.60 | - \$2,049.60 | \$3,478.80 | - \$4,440.80 | \$41,745.60 | - \$53,289.60 |
| 275 | Intermediate Clerk | 0 | B1320 | 2213 | 4 - 9 | \$17.34 | - \$22.13 | \$1,387.20 | - \$1,770.40 | \$3,005.60 | - \$3,835.87 | \$36,067.20 | - \$46,030.40 |
| E26 | Library Bookmobile Clerk | U2 | B1720 | 2461 | 4 - 9 | \$19.28 | - \$24.61 | \$1,542.40 | - \$1,968.80 | \$3,341.87 | - \$4,265.73 | \$40,102.40 | - \$51,188.80 |
| E33 | Library Circulation Specialist | 0 | B1350 | 2576 | 4 - 9 | \$20.18 | - \$25.76 | \$1,614.40 | - \$2,060.80 | \$3,497.87 | - \$4,465.07 | \$41,974.40 | - \$53,580.80 |
| E34 | Library Clerk | 0 | B1310 | 1991 | 4 - 9 | \$15.60 | - \$19.91 | \$1,248.00 | - \$1,592.80 | \$2,704.00 | - \$3,451.07 | \$32,448.00 | - \$41,412.80 |
| O12 | Library Customer Services Clerk | U | B1315 | 2096 | 4 - 9 | \$16.42 | - \$20.96 | \$1,313.60 | - \$1,676.80 | \$2,846.13 | - \$3,633.07 | \$34,153.60 | - \$43,596.80 |
| K70 | Licensing Specialist | 0 | B1345 | 2562 | 4 - 9 | \$20.07 | - \$25.62 | \$1,605.60 | - \$2,049.60 | \$3,478.80 | - \$4,440.80 | \$41,745.60 | - \$53,289.60 |
| K66 | Licensing Supervisor | UFS | B1375 | 2911 | 5 - 9 | \$23.95 | - \$29.11 | \$1,916.00 | - \$2,328.80 | \$4,151.33 | - \$5,045.73 | \$49,816.00 | - \$60,548.80 |
| K63 | Office Specialist I | 0 | B1315 | 2096 | 4 - 9 | \$16.42 | - \$20.96 | \$1,313.60 | - \$1,676.80 | \$2,846.13 | - \$3,633.07 | \$34,153.60 | - \$43,596.80 |
| E22 | Office Specialist II | 0 | B1300 | 2329 | 4 - 9 | \$18.25 | - \$23.29 | \$1,460.00 | - \$1,863.20 | \$3,163.33 | - \$4,036.93 | \$37,960.00 | - \$48,443.20 |
| E21 | Office Supervisor | UFS | B1380 | 3028 | 5 - 9 | \$24.91 | - \$30.28 | \$1,992.80 | - \$2,422.40 | \$4,317.73 | - \$5,248.53 | \$51,812.80 | - \$62,982.40 |
| 110 | Parts Supervisor | 0 | B1770 | 3619 | 4 - 9 | \$28.36 | - \$36.19 | \$2,268.80 | - \$2,895.20 | \$4,915.73 | - \$6,272.93 | \$58,988.80 | - \$75,275.20 |

| | | | | | | | | | | | | | | | | | |
|-----|---|-----|-------|------|-------|---------|---|---------|------------|---|------------|------------|---|------------|-------------|---|-------------|
| E20 | Payroll Specialist | 0 | B1020 | 2820 | 4 - 9 | \$22.10 | - | \$28.20 | \$1,768.00 | - | \$2,256.00 | \$3,830.67 | - | \$4,888.00 | \$45,968.00 | - | \$58,656.00 |
| E19 | Payroll Technician | 0 | B1040 | 3205 | 4 - 9 | \$25.11 | - | \$32.05 | \$2,008.80 | - | \$2,564.00 | \$4,352.40 | - | \$5,555.33 | \$52,228.80 | - | \$66,664.00 |
| H87 | Personnel Specialist | U2 | B1370 | 2853 | 4 - 9 | \$22.35 | - | \$28.53 | \$1,788.00 | - | \$2,282.40 | \$3,874.00 | - | \$4,945.20 | \$46,488.00 | - | \$59,342.40 |
| E14 | Police Communications Operator | U2 | B1410 | 2753 | 4 - 9 | \$21.57 | - | \$27.53 | \$1,725.60 | - | \$2,202.40 | \$3,738.80 | - | \$4,771.87 | \$44,865.60 | - | \$57,262.40 |
| F73 | Police Communications Supervisor | UFS | B1470 | 4589 | 5 - 9 | \$37.75 | - | \$45.89 | \$3,020.00 | - | \$3,671.20 | \$6,543.33 | - | \$7,954.27 | \$78,520.00 | - | \$95,451.20 |
| K69 | Police Dispatcher I | U2 | B1430 | 3304 | 5 - 9 | \$27.18 | - | \$33.04 | \$2,174.40 | - | \$2,643.20 | \$4,711.20 | - | \$5,726.93 | \$56,534.40 | - | \$68,723.20 |
| 426 | Police Dispatcher II | UFS | B1400 | 3671 | 5 - 9 | \$30.20 | - | \$36.71 | \$2,416.00 | - | \$2,936.80 | \$5,234.67 | - | \$6,363.07 | \$62,816.00 | - | \$76,356.80 |
| O26 | Police Facility Maintenance Coordinator | 0 | B1600 | 2933 | 4 - 9 | \$22.98 | - | \$29.33 | \$1,838.40 | - | \$2,346.40 | \$3,983.20 | - | \$5,083.87 | \$47,798.40 | - | \$61,006.40 |
| 439 | Police Records Specialist I | 0 | B1510 | 2231 | 4 - 9 | \$17.48 | - | \$22.31 | \$1,398.40 | - | \$1,784.80 | \$3,029.87 | - | \$3,867.07 | \$36,358.40 | - | \$46,404.80 |
| E17 | Police Records Specialist II | 0 | B1500 | 2479 | 4 - 9 | \$19.42 | - | \$24.79 | \$1,553.60 | - | \$1,983.20 | \$3,366.13 | - | \$4,296.93 | \$40,393.60 | - | \$51,563.20 |
| E16 | Police Records Specialist/Matron | U2 | B1520 | 2727 | 5 - 9 | \$22.44 | - | \$27.27 | \$1,795.20 | - | \$2,181.60 | \$3,889.60 | - | \$4,726.80 | \$46,675.20 | - | \$56,721.60 |
| E13 | Police Records Supervisor | UFS | B1560 | 3347 | 4 - 9 | \$26.22 | - | \$33.47 | \$2,097.60 | - | \$2,677.60 | \$4,544.80 | - | \$5,801.47 | \$54,537.60 | - | \$69,617.60 |
| AD4 | Police Training and Records Coordinator | 0 | B1040 | 3205 | 4 - 9 | \$25.11 | - | \$32.05 | \$2,008.80 | - | \$2,564.00 | \$4,352.40 | - | \$5,555.33 | \$52,228.80 | - | \$66,664.00 |
| O13 | Principal Library Clerk | U | B1355 | 2678 | 5 - 9 | \$22.03 | - | \$26.78 | \$1,762.40 | - | \$2,142.40 | \$3,818.53 | - | \$4,641.87 | \$45,822.40 | - | \$55,702.40 |
| E15 | Principal Office Specialist | UFS | B1370 | 2853 | 4 - 9 | \$22.35 | - | \$28.53 | \$1,788.00 | - | \$2,282.40 | \$3,874.00 | - | \$4,945.20 | \$46,488.00 | - | \$59,342.40 |
| E18 | Property and Evidence Supervisor | U2 | B1620 | 3373 | 5 - 9 | \$27.75 | - | \$33.73 | \$2,220.00 | - | \$2,698.40 | \$4,810.00 | - | \$5,846.53 | \$57,720.00 | - | \$70,158.40 |
| K45 | Property and Evidence Technician | 0 | B1600 | 2933 | 4 - 9 | \$22.98 | - | \$29.33 | \$1,838.40 | - | \$2,346.40 | \$3,983.20 | - | \$5,083.87 | \$47,798.40 | - | \$61,006.40 |
| E12 | Senior Accounting Specialist | UFS | B1020 | 2820 | 5 - 9 | \$23.20 | - | \$28.20 | \$1,856.00 | - | \$2,256.00 | \$4,021.33 | - | \$4,888.00 | \$48,256.00 | - | \$58,656.00 |
| 535 | Senior Clerk | UFS | B1345 | 2562 | 4 - 9 | \$20.07 | - | \$25.62 | \$1,605.60 | - | \$2,049.60 | \$3,478.80 | - | \$4,440.80 | \$41,745.60 | - | \$53,289.60 |
| M95 | Senior Collections Specialist | U2 | B1030 | 2949 | 5 - 9 | \$24.26 | - | \$29.49 | \$1,940.80 | - | \$2,359.20 | \$4,205.07 | - | \$5,111.60 | \$50,460.80 | - | \$61,339.20 |
| K61 | Senior Guest Services Specialist | 0 | B1325 | 2445 | 5 - 9 | \$20.12 | - | \$24.45 | \$1,609.60 | - | \$1,956.00 | \$3,487.47 | - | \$4,238.00 | \$41,849.60 | - | \$50,856.00 |
| E10 | Senior Library Clerk | 0 | B1330 | 2457 | 5 - 9 | \$20.21 | - | \$24.57 | \$1,616.80 | - | \$1,965.60 | \$3,503.07 | - | \$4,258.80 | \$42,036.80 | - | \$51,105.60 |
| E07 | Senior Office Specialist | UFS | B1360 | 2737 | 4 - 9 | \$21.45 | - | \$27.37 | \$1,716.00 | - | \$2,189.60 | \$3,718.00 | - | \$4,744.13 | \$44,616.00 | - | \$56,929.60 |
| K71 | Senior Police Dispatcher | U2 | B1450 | 4038 | 5 - 9 | \$33.22 | - | \$40.38 | \$2,657.60 | - | \$3,230.40 | \$5,758.13 | - | \$6,999.20 | \$69,097.60 | - | \$83,990.40 |
| K72 | Senior Police Records Specialist | U2 | B1540 | 2975 | 5 - 9 | \$24.48 | - | \$29.75 | \$1,958.40 | - | \$2,380.00 | \$4,243.20 | - | \$5,156.67 | \$50,918.40 | - | \$61,880.00 |
| K42 | Senior Property and Evidence Technician | 0 | B1610 | 3153 | 5 - 9 | \$25.94 | - | \$31.53 | \$2,075.20 | - | \$2,522.40 | \$4,496.27 | - | \$5,465.20 | \$53,955.20 | - | \$65,582.40 |
| E09 | Senior Storekeeper | 0 | B1700 | 2895 | 5 - 9 | \$23.82 | - | \$28.95 | \$1,905.60 | - | \$2,316.00 | \$4,128.80 | - | \$5,018.00 | \$49,545.60 | - | \$60,216.00 |
| 622 | Storekeeper | 0 | B1730 | 2606 | 4 - 9 | \$20.42 | - | \$26.06 | \$1,633.60 | - | \$2,084.80 | \$3,539.47 | - | \$4,517.07 | \$42,473.60 | - | \$54,204.80 |
| E04 | Supply Clerk/Driver | 0 | B1710 | 2316 | 4 - 9 | \$18.15 | - | \$23.16 | \$1,452.00 | - | \$1,852.80 | \$3,146.00 | - | \$4,014.40 | \$37,752.00 | - | \$48,172.80 |
| 144 | Training Coordinator | 0 | B1385 | 3226 | 4 - 9 | \$25.28 | - | \$32.26 | \$2,022.40 | - | \$2,580.80 | \$4,381.87 | - | \$5,591.73 | \$52,582.40 | - | \$67,100.80 |
| K49 | Wardrobe Specialist | 0 | B1710 | 2316 | 4 - 9 | \$18.15 | - | \$23.16 | \$1,452.00 | - | \$1,852.80 | \$3,146.00 | - | \$4,014.40 | \$37,752.00 | - | \$48,172.80 |

June 30, 2017 – January 4, 2018

| Code | Classification | | Grade | Sched | Step | Hourly Rates | Biweekly Rates | Monthly Rates | Annual Rates |
|-------------|--------------------------------------|-----|--------------|--------------|-------------|---------------------|-------------------------|-------------------------|---------------------------|
| E24 | Accounting Specialist | U2 | B1000 | 2615 | 4 - 9 | \$20.49 - \$26.15 | \$1,639.20 - \$2,092.00 | \$3,551.60 - \$4,532.67 | \$42,619.20 - \$54,392.00 |
| E25 | Accounting Technician | 0 | B1040 | 3269 | 4 - 9 | \$25.61 - \$32.69 | \$2,048.80 - \$2,615.20 | \$4,439.07 - \$5,666.27 | \$53,268.80 - \$67,995.20 |
| E27 | Box Office Specialist | 0 | B1020 | 2877 | 4 - 9 | \$22.54 - \$28.77 | \$1,803.20 - \$2,301.60 | \$3,906.93 - \$4,986.80 | \$46,883.20 - \$59,841.60 |
| 125 | Clerk | 0 | B1305 | 2020 | 4 - 9 | \$15.83 - \$20.20 | \$1,266.40 - \$1,616.00 | \$2,743.87 - \$3,501.33 | \$32,926.40 - \$42,016.00 |
| M63 | CLETS/NCIC Specialist | U2 | B1550 | 3161 | 5 - 9 | \$26.01 - \$31.61 | \$2,080.80 - \$2,528.80 | \$4,508.40 - \$5,479.07 | \$54,100.80 - \$65,748.80 |
| 094 | Collections Specialist | 0 | B1010 | 2746 | 4 - 9 | \$21.52 - \$27.46 | \$1,721.60 - \$2,196.80 | \$3,730.13 - \$4,759.73 | \$44,761.60 - \$57,116.80 |
| K58 | Customer Services Specialist I | 0 | B1315 | 2138 | 4 - 9 | \$16.75 - \$21.38 | \$1,340.00 - \$1,710.40 | \$2,903.33 - \$3,705.87 | \$34,840.00 - \$44,470.40 |
| K39 | Customer Services Specialist II | 0 | B1300 | 2376 | 4 - 9 | \$18.62 - \$23.76 | \$1,489.60 - \$1,900.80 | \$3,227.47 - \$4,118.40 | \$38,729.60 - \$49,420.80 |
| 168 | Data Entry Operator | U2 | B1110 | 2282 | 4 - 9 | \$17.88 - \$22.82 | \$1,430.40 - \$1,825.60 | \$3,099.20 - \$3,955.47 | \$37,190.40 - \$47,465.60 |
| 167 | Data Processing Clerk | 0 | B1100 | 2173 | 4 - 9 | \$17.03 - \$21.73 | \$1,362.40 - \$1,738.40 | \$2,951.87 - \$3,766.53 | \$35,422.40 - \$45,198.40 |
| K40 | Departmental Records Coordinator | 0 | B1365 | 2851 | 4 - 9 | \$22.34 - \$28.51 | \$1,787.20 - \$2,280.80 | \$3,872.27 - \$4,941.73 | \$46,467.20 - \$59,300.80 |
| M18 | Detention Facility Assistant | U2 | B1530 | 2845 | 4 - 9 | \$22.29 - \$28.45 | \$1,783.20 - \$2,276.00 | \$3,863.60 - \$4,931.33 | \$46,363.20 - \$59,176.00 |
| K55 | Fire Communications Shift Supervisor | U2 | B1460 | 4212 | 5 - 9 | \$34.65 - \$42.12 | \$2,772.00 - \$3,369.60 | \$6,006.00 - \$7,300.80 | \$72,072.00 - \$87,609.60 |
| 247 | Fire Dispatcher I | 0 | B1420 | 3182 | 3 - 9 | \$23.74 - \$31.82 | \$1,899.20 - \$2,545.60 | \$4,114.93 - \$5,515.47 | \$49,379.20 - \$66,185.60 |
| K50 | Fire Dispatcher II | UFS | B1440 | 3557 | 3 - 9 | \$26.54 - \$35.57 | \$2,123.20 - \$2,845.60 | \$4,600.27 - \$6,165.47 | \$55,203.20 - \$73,985.60 |
| K59 | Guest Services Specialist I | 0 | B1315 | 2138 | 4 - 9 | \$16.75 - \$21.38 | \$1,340.00 - \$1,710.40 | \$2,903.33 - \$3,705.87 | \$34,840.00 - \$44,470.40 |
| K47 | Guest Services Specialist II | 0 | B1300 | 2376 | 4 - 9 | \$18.62 - \$23.76 | \$1,489.60 - \$1,900.80 | \$3,227.47 - \$4,118.40 | \$38,729.60 - \$49,420.80 |
| E32 | Housing Loan Processor | 0 | B1345 | 2614 | 4 - 9 | \$20.48 - \$26.14 | \$1,638.40 - \$2,091.20 | \$3,549.87 - \$4,530.93 | \$42,598.40 - \$54,371.20 |
| 275 | Intermediate Clerk | 0 | B1320 | 2257 | 4 - 9 | \$17.68 - \$22.57 | \$1,414.40 - \$1,805.60 | \$3,064.53 - \$3,912.13 | \$36,774.40 - \$46,945.60 |
| E26 | Library Bookmobile Clerk | U2 | B1720 | 2510 | 4 - 9 | \$19.67 - \$25.10 | \$1,573.60 - \$2,008.00 | \$3,409.47 - \$4,350.67 | \$40,913.60 - \$52,208.00 |
| E33 | Library Circulation Specialist | 0 | B1350 | 2628 | 4 - 9 | \$20.59 - \$26.28 | \$1,647.20 - \$2,102.40 | \$3,568.93 - \$4,555.20 | \$42,827.20 - \$54,662.40 |
| E34 | Library Clerk | 0 | B1310 | 2031 | 4 - 9 | \$15.91 - \$20.31 | \$1,272.80 - \$1,624.80 | \$2,757.73 - \$3,520.40 | \$33,092.80 - \$42,244.80 |
| O12 | Library Customer Services Clerk | U | B1315 | 2138 | 4 - 9 | \$16.75 - \$21.38 | \$1,340.00 - \$1,710.40 | \$2,903.33 - \$3,705.87 | \$34,840.00 - \$44,470.40 |
| K70 | Licensing Specialist | 0 | B1345 | 2614 | 4 - 9 | \$20.48 - \$26.14 | \$1,638.40 - \$2,091.20 | \$3,549.87 - \$4,530.93 | \$42,598.40 - \$54,371.20 |
| K66 | Licensing Supervisor | UFS | B1375 | 2970 | 5 - 9 | \$24.43 - \$29.70 | \$1,954.40 - \$2,376.00 | \$4,234.53 - \$5,148.00 | \$50,814.40 - \$61,776.00 |
| K63 | Office Specialist I | 0 | B1315 | 2138 | 4 - 9 | \$16.75 - \$21.38 | \$1,340.00 - \$1,710.40 | \$2,903.33 - \$3,705.87 | \$34,840.00 - \$44,470.40 |
| E22 | Office Specialist II | 0 | B1300 | 2376 | 4 - 9 | \$18.62 - \$23.76 | \$1,489.60 - \$1,900.80 | \$3,227.47 - \$4,118.40 | \$38,729.60 - \$49,420.80 |
| E21 | Office Supervisor | UFS | B1380 | 3089 | 5 - 9 | \$25.41 - \$30.89 | \$2,032.80 - \$2,471.20 | \$4,404.40 - \$5,354.27 | \$52,852.80 - \$64,251.20 |
| 110 | Parts Supervisor | 0 | B1770 | 3691 | 4 - 9 | \$28.92 - \$36.91 | \$2,313.60 - \$2,952.80 | \$5,012.80 - \$6,397.73 | \$60,153.60 - \$76,772.80 |

| | | | | | | | | | |
|-----|---|-----|-------|------|-------|-------------------|-------------------------|-------------------------|---------------------------|
| E20 | Payroll Specialist | 0 | B1020 | 2877 | 4 - 9 | \$22.54 - \$28.77 | \$1,803.20 - \$2,301.60 | \$3,906.93 - \$4,986.80 | \$46,883.20 - \$59,841.60 |
| E19 | Payroll Technician | 0 | B1040 | 3269 | 4 - 9 | \$25.61 - \$32.69 | \$2,048.80 - \$2,615.20 | \$4,439.07 - \$5,666.27 | \$53,268.80 - \$67,995.20 |
| H87 | Personnel Specialist | U2 | B1370 | 2911 | 4 - 9 | \$22.81 - \$29.11 | \$1,824.80 - \$2,328.80 | \$3,953.73 - \$5,045.73 | \$47,444.80 - \$60,548.80 |
| E14 | Police Communications Operator | U2 | B1410 | 2808 | 4 - 9 | \$22.00 - \$28.08 | \$1,760.00 - \$2,246.40 | \$3,813.33 - \$4,867.20 | \$45,760.00 - \$58,406.40 |
| F73 | Police Communications Supervisor | UFS | B1470 | 4680 | 5 - 9 | \$38.50 - \$46.80 | \$3,080.00 - \$3,744.00 | \$6,673.33 - \$8,112.00 | \$80,080.00 - \$97,344.00 |
| K69 | Police Dispatcher I | U2 | B1430 | 3370 | 5 - 9 | \$27.73 - \$33.70 | \$2,218.40 - \$2,696.00 | \$4,806.53 - \$5,841.33 | \$57,678.40 - \$70,096.00 |
| 426 | Police Dispatcher II | UFS | B1400 | 3744 | 5 - 9 | \$30.80 - \$37.44 | \$2,464.00 - \$2,995.20 | \$5,338.67 - \$6,489.60 | \$64,064.00 - \$77,875.20 |
| O26 | Police Facility Maintenance Coordinator | 0 | B1600 | 2992 | 4 - 9 | \$23.44 - \$29.92 | \$1,875.20 - \$2,393.60 | \$4,062.93 - \$5,186.13 | \$48,755.20 - \$62,233.60 |
| 439 | Police Records Specialist I | 0 | B1510 | 2276 | 4 - 9 | \$17.83 - \$22.76 | \$1,426.40 - \$1,820.80 | \$3,090.53 - \$3,945.07 | \$37,086.40 - \$47,340.80 |
| E17 | Police Records Specialist II | 0 | B1500 | 2529 | 4 - 9 | \$19.82 - \$25.29 | \$1,585.60 - \$2,023.20 | \$3,435.47 - \$4,383.60 | \$41,225.60 - \$52,603.20 |
| E16 | Police Records Specialist/Matron | U2 | B1520 | 2782 | 5 - 9 | \$22.89 - \$27.82 | \$1,831.20 - \$2,225.60 | \$3,967.60 - \$4,822.13 | \$47,611.20 - \$57,865.60 |
| E13 | Police Records Supervisor | UFS | B1560 | 3414 | 4 - 9 | \$26.75 - \$34.14 | \$2,140.00 - \$2,731.20 | \$4,636.67 - \$5,917.60 | \$55,640.00 - \$71,011.20 |
| AD4 | Police Training and Records Coordinator | 0 | B1040 | 3269 | 4 - 9 | \$25.61 - \$32.69 | \$2,048.80 - \$2,615.20 | \$4,439.07 - \$5,666.27 | \$53,268.80 - \$67,995.20 |
| O13 | Principal Library Clerk | U | B1355 | 2732 | 5 - 9 | \$22.48 - \$27.32 | \$1,798.40 - \$2,185.60 | \$3,896.53 - \$4,735.47 | \$46,758.40 - \$56,825.60 |
| E15 | Principal Office Specialist | UFS | B1370 | 2911 | 4 - 9 | \$22.81 - \$29.11 | \$1,824.80 - \$2,328.80 | \$3,953.73 - \$5,045.73 | \$47,444.80 - \$60,548.80 |
| E18 | Property and Evidence Supervisor | U2 | B1620 | 3441 | 5 - 9 | \$28.31 - \$34.41 | \$2,264.80 - \$2,752.80 | \$4,907.07 - \$5,964.40 | \$58,884.80 - \$71,572.80 |
| K45 | Property and Evidence Technician | 0 | B1600 | 2992 | 4 - 9 | \$23.44 - \$29.92 | \$1,875.20 - \$2,393.60 | \$4,062.93 - \$5,186.13 | \$48,755.20 - \$62,233.60 |
| E12 | Senior Accounting Specialist | UFS | B1020 | 2877 | 5 - 9 | \$23.67 - \$28.77 | \$1,893.60 - \$2,301.60 | \$4,102.80 - \$4,986.80 | \$49,233.60 - \$59,841.60 |
| 535 | Senior Clerk | UFS | B1345 | 2614 | 4 - 9 | \$20.48 - \$26.14 | \$1,638.40 - \$2,091.20 | \$3,549.87 - \$4,530.93 | \$42,598.40 - \$54,371.20 |
| M95 | Senior Collections Specialist | U2 | B1030 | 3007 | 5 - 9 | \$24.74 - \$30.07 | \$1,979.20 - \$2,405.60 | \$4,288.27 - \$5,212.13 | \$51,459.20 - \$62,545.60 |
| K61 | Senior Guest Services Specialist | 0 | B1325 | 2495 | 5 - 9 | \$20.53 - \$24.95 | \$1,642.40 - \$1,996.00 | \$3,558.53 - \$4,324.67 | \$42,702.40 - \$51,896.00 |
| E10 | Senior Library Clerk | 0 | B1330 | 2507 | 5 - 9 | \$20.63 - \$25.07 | \$1,650.40 - \$2,005.60 | \$3,575.87 - \$4,345.47 | \$42,910.40 - \$52,145.60 |
| E07 | Senior Office Specialist | UFS | B1360 | 2792 | 4 - 9 | \$21.88 - \$27.92 | \$1,750.40 - \$2,233.60 | \$3,792.53 - \$4,839.47 | \$45,510.40 - \$58,073.60 |
| K71 | Senior Police Dispatcher | U2 | B1450 | 4118 | 5 - 9 | \$33.88 - \$41.18 | \$2,710.40 - \$3,294.40 | \$5,872.53 - \$7,137.87 | \$70,470.40 - \$85,654.40 |
| K72 | Senior Police Records Specialist | U2 | B1540 | 3035 | 5 - 9 | \$24.97 - \$30.35 | \$1,997.60 - \$2,428.00 | \$4,328.13 - \$5,260.67 | \$51,937.60 - \$63,128.00 |
| K42 | Senior Property and Evidence Technician | 0 | B1610 | 3216 | 5 - 9 | \$26.46 - \$32.16 | \$2,116.80 - \$2,572.80 | \$4,586.40 - \$5,574.40 | \$55,036.80 - \$66,892.80 |
| E09 | Senior Storekeeper | 0 | B1700 | 2953 | 5 - 9 | \$24.29 - \$29.53 | \$1,943.20 - \$2,362.40 | \$4,210.27 - \$5,118.53 | \$50,523.20 - \$61,422.40 |
| 622 | Storekeeper | 0 | B1730 | 2658 | 4 - 9 | \$20.83 - \$26.58 | \$1,666.40 - \$2,126.40 | \$3,610.53 - \$4,607.20 | \$43,326.40 - \$55,286.40 |
| E04 | Supply Clerk/Driver | 0 | B1710 | 2362 | 4 - 9 | \$18.51 - \$23.62 | \$1,480.80 - \$1,889.60 | \$3,208.40 - \$4,094.13 | \$38,500.80 - \$49,129.60 |
| 144 | Training Coordinator | 0 | B1385 | 3291 | 4 - 9 | \$25.79 - \$32.91 | \$2,063.20 - \$2,632.80 | \$4,470.27 - \$5,704.40 | \$53,643.20 - \$68,452.80 |
| K49 | Wardrobe Specialist | 0 | B1710 | 2362 | 4 - 9 | \$18.51 - \$23.62 | \$1,480.80 - \$1,889.60 | \$3,208.40 - \$4,094.13 | \$38,500.80 - \$49,129.60 |