

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

The Anaheim Police Association (“APA”) and the City of Anaheim (“ANAHEIM”), hereinafter referred to as the PARTIES, have met and conferred and reached an agreement in regards to ARTICLE 42 – General Overtime of the June 28, 2019 through July 3, 2025 Memorandum of Understanding between the APA and ANAHEIM. The PARTIES agree to the following terms and conditions:

ARTICLE 42 – GENERAL OVERTIME

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

42.1.1 Overtime shall be calculated to the nearest one-quarter (1/4) hour of overtime worked, except any overtime of less than one-half (1/2) hour duration shall be calculated to the nearest one-half (1/2) hour.

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

42.1.3 An employee entitled to overtime pay either pursuant to the Fair Labor Standards or the applicable MOU shall have the option of (1) being paid for any overtime work performed, or (2) accepting the half-time portion in pay and accumulating the straight time. The employee may accrue up to a maximum of eighty (80) hours compensatory time per fiscal year. Such compensatory time shall be paid off to a balance of forty (40) hours twice per fiscal year. Compensatory time shall be paid off on the last payday in December and on the last payday in June of each year. A terminating employee shall be compensated at his/her current rate of pay for accrued compensatory time.

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

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

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

42.1.6 Notwithstanding the above overtime provisions, there shall be no compensation for the time spent in attending meetings of any kind which are for the purpose of education or training, unless required by law.

COMPENSATORY TIME – USE OF

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

1. All requests to use accrued compensatory time must be made to the employee's immediate supervisor.
2. The employee's request to use accrued compensatory time may be denied by the City if: (1) the request was made with less than twenty-one (21) calendar day advance notice; or (2) the requested use is "unduly" disruptive to the operations of the Department. Unduly disruptive means that an employee's request for compensatory time off, if granted, would negatively impact the Department's ability to safely deploy personnel or provide services to the public. A request to use compensatory time off made with less than the twenty-one (21) calendar day notice may still be granted at the discretion of the Supervisor or Watch Commander to whom the request is made.
3. In all cases where an employee's request to use compensatory time drops his/her patrol shift/team below minimum staffing levels, the employee must secure a replacement willing to work that shift. If an officer does not identify a replacement officer in the request, the request will be denied. If for any reason the shift/team falls below minimum staffing levels after a compensatory time off request is approved, it will be the responsibility of the Department to secure a replacement to staff the shift.
4. In addition to the preceding, no compensatory time off requests shall be approved on the following days, unless the employee secures a replacement to work his/her shift: Super Bowl Sunday, Easter, Halloween, Christmas Eve, New Year's Eve, and on any MOU-designated City holiday. If an MOU-designated City holiday falls on a Saturday or Sunday and ANAHEIM recognizes the prior Friday or subsequent Monday, respectively, in observance of that holiday, this provision shall apply to the actual day of the holiday (i.e., Saturday or Sunday).

5. Accrued compensatory time may be used in increments of one-half (1/2) hour, subject to the rules and regulations, herein. Accrued compensatory time may be used for all or a portion of an employee's shift.
6. Compensatory time off requests shall be granted on a "first come, first serve" basis, based upon the date and time the request was submitted by the employee to his/her supervisor. No more than one employee will be allowed to take compensatory time off if the patrol shift/team is at minimum staffing levels at the time the first request for compensatory time off is approved. The employee whose request is granted will be required to secure a replacement pursuant to paragraph 3 above.
7. Employees shall not be required to disclose the reason or purpose for taking compensatory time off.

The remainder of the MOU between the APA and ANAHEIM shall not be affected hereby and shall remain in full force and effect.

STAFF OFFICIALS OF THE CITY OF ANAHEIM, a Municipal Corporation

By: 

By: 

By: 

Date: 1/24/2022

ANAHEIM POLICE ASSOCIATION

By:  APA PRESIDENT

By: _____

By: _____

Date: 01/24/22