

MEMORANDUM OF UNDERSTANDING

between the

**ANAHEIM MUNICIPAL
EMPLOYEES ASSOCIATION
PART-TIME UNIT**

and the

CITY OF ANAHEIM

June 24, 2022 through July 3, 2025

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ARTICLE 1 - PREAMBLE

- 1.1 The wages, hours, and conditions of employment that are set forth in this Memorandum of Understanding (hereinafter “MOU”) have been discussed and jointly proposed by and between the staff officials of the City of Anaheim (hereinafter “ANAHEIM”) and the Anaheim Municipal Employees Association Part-Time Unit (hereinafter “AMEA”) and shall apply to all the employees of ANAHEIM working in the classifications set forth in Appendix “B”.
- 1.2 The terms and conditions of employment that are set forth in this MOU have been discussed in good faith between the staff officials of ANAHEIM and AMEA. AMEA agrees to recommend acceptance by its members of all of the terms and conditions of employment as set forth herein, and the staff officials of ANAHEIM agree to recommend to the Anaheim City Council that all of the terms and conditions of employment as set forth herein be incorporated in full in a resolution by the City Council. Upon adoption of such a resolution, all the 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 - 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 - EMPLOYEE RIGHTS

- 4.1 Employees shall have all rights granted to public employees under California law. Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees also have the right to refuse

to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with ANAHEIM. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by ANAHEIM or by any employee organization because of the exercise of these rights.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 Management exclusively retains 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 performance; determine the procedures and standards of selection for employment, training, and promotion; direct its employees; establish work schedules and work assignments; evaluate employee performance; 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; classify and reclassify positions; determine the content of job classifications; contract out work and transfer work into or out of the unit; take all necessary action to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.
- 5.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by management; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the law and by the specific and express terms of this MOU, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE 6 - NOTIFICATION

- 6.1 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.
- 6.2 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 adoption of such ordinance, resolution, rule, or regulation.

ARTICLE 7 - CONSULTATION

- 7.1 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 the meet and confer process.

ARTICLE 8 - DISCUSSION

- 8.1 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.
- 8.2 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 labor representative of AMEA may be present.
- 8.3 If the parties are not able to resolve the issue after three (3) meetings, the issue will be considered dropped, unless both parties agree to meet additional times.
- 8.4 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 matter(s) incorporated in the LOU shall be presented to the City Council for determination when necessary.

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 meet and confer process and the use of such impasse procedure is mutually agreed upon by the City Management Representative and AMEA.

- 9.1.1 When the meet and confer process results in agreement between the City Management Representative and AMEA, such agreement shall be incorporated in a written MOU and shall be signed by the City Management Representative and AMEA representatives. The matters incorporated in the MOU shall be presented to the City Council for determination.
- 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 be required to meet and confer on management or employee rights as herein defined. Proposed amendments to this ARTICLE are excluded from the scope of meet and confer.

ARTICLE 10 - AMEA ORGANIZATION

- 10.1 AMEA representatives are those elected or appointed in accordance with the constitution and bylaws of AMEA. ANAHEIM recognizes AMEA's right to appoint employee representatives.
 - 10.1.1 AMEA shall notify in writing the City Management Representative 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.
 - 10.1.2 An employee elected or appointed as an officer or employee representative of AMEA shall be required to work as scheduled in their respective job class and shall not interrupt the work of other employees.
- 10.2 AMEA officers and representatives (subject to the provisions of ARTICLE 3 - RECOGNITION) shall be permitted to visit employee work locations for the purpose of observing working conditions; however, such visits shall not interrupt the work of such employees, nor interfere with the normal operations of the department or with established safety requirements.
 - 10.2.1 AMEA officers and representatives shall not enter any work location without the approval of the Human Resources Department and the Department Head, Division Head, or other appropriate manager or supervisor.
 - 10.2.2 Solicitation of membership and all activities concerned with the internal management of AMEA, such as collecting dues; holding membership meetings; preparing petitions or grievance material; preparing proposals; campaigning for office, conducting elections, and distributing literature; etc., shall not be conducted during working hours.

- 10.3 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 paid their regular hourly rate of pay when they are attending the meet and confer sessions for any hours for which they were scheduled to work.
- 10.3.1 Such meetings are subject to scheduling in a manner consistent with operating needs and work schedules. Work schedules will not be modified to ensure nor to avoid payment to part-time employees attending meet and confer sessions.
- 10.3.2 Officers, employee representatives, and representatives of AMEA shall not leave their duties, work stations, or assignments without the knowledge of the Department Head, Division Head, or other appropriate manager or supervisor.
- 10.3.3 ANAHEIM will pay employees who are released from work for AMEA business at AMEA expense and will bill AMEA at the employee's regular hourly rate of pay.
- 10.4 ANAHEIM shall furnish a bulletin board at mutually agreeable, specific locations for the purpose of posting notices pertaining to AMEA business and shall determine what reasonable portion of bulletin boards are to be allocated to AMEA.
- 10.4.1 All posted materials must be dated and must identify AMEA. If AMEA does not abide by these provisions, it will forfeit its right to have materials posted on ANAHEIM's bulletin boards.
- 10.5 ANAHEIM shall allow AMEA to conduct meetings in City facilities. Such meetings shall be scheduled in accordance with regulations governing use of public meeting rooms at City facilities.

ARTICLE 11 - CHECK-OFF

- 11.1 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-represented members and employees when authorized to do so by AMEA, 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 12 - GENERAL

- 12.1 It is hereby the declared personnel policy of ANAHEIM that:
- 12.1.1 Tenure of employees shall be subject to good behavior, satisfactory work performance, necessity for the performance of work, and the availability of funds;
 - 12.1.2 Employment shall be based on merit and fitness, free of personal and political considerations;
 - 12.1.3 Appointments, promotions, and other actions requiring the application of the merit principle shall be based on systematic tests and/or evaluations;
 - 12.1.4 Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis.
- 12.2 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 testing and/or rejection shall not be done to discriminate for or against an applicant because of AMEA or non-AMEA membership or for any other criteria as defined in California Government Code Section 12940 et seq., except where such criteria is a bona fide occupational qualification.

ARTICLE 13 - SENIORITY

- 13.1 In any employment circumstance, e.g. layoffs, shift selection, annual vacation bidding, etc., where two (2) or more employees have the same seniority, the employee's last name on file with the Human Resources Department shall be used as a tie-breaker using alphabetical order with the employee whose last name appears in the alphabet first being the tie-breaker.
- 13.1.1 If an employee has a hyphenated name (e.g. "Doe - Smith"), the first name shall be used (e.g. "Doe"), and then the second name if necessary.
 - 13.1.2 If the employees have the same last name, the employee's first name and then middle name shall be used.

ARTICLE 14 - PAYROLL DEDUCTIONS

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

- 14.1.1 Withholding tax;
 - 14.1.2 Contributions to retirement benefits;
 - 14.1.3 Contribution to survivors' benefits;
 - 14.1.4 Payment of hospitalization and major medical insurance premiums;
 - 14.1.6 Contributions to the City Employees Annual Charities Fund Drive;
 - 14.1.7 Payment of membership dues to AMEA; and
 - 14.1.8 Other purposes as may be authorized by the City Council.
- 14.2 All employees must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

ARTICLE 15 - SALARY RELATIONSHIPS

- 15.1 ANAHEIM and AMEA agree that wages for all classifications represented by AMEA shall be based on the salary relationships shown below. The rates in Appendix "B" reflect an agreed upon implementation plan to these salary relationships.

Classifications bolded and underlined are the benchmarked classifications (100%)

Library Page

Library Page Driver.....1.0593 x Library Page

Park Ranger

Senior Park Ranger..... 1.2500 x Park Ranger

Part-Time Code Enforcement Officer II

Part-Time Code Enforcement Officer I..... 0.8500 x PT Code Enforcement Officer II

Part-Time Criminal Research Specialist

Part-Time Forensic Specialist II

Part-Time Forensic Specialist I..... 0.8696 x Part-Time Forensic Specialist II

Part-Time Housing Specialist II

Part-Time Housing Specialist I..... 0.9000 x Part-Time Housing Specialist II

Part-Time Laborer

Part-Time Librarian

Part-Time Library Assistant..... 0.9000 x Part-Time Librarian
Part-Time Library Technician..... 0.8000 x Part-Time Librarian

Part Time Library Bookmobile Clerk

Part-Time Maintenance Coordinator

Part-Time Office Specialist II

Part-Time Intermediate Clerk..... 0.9500 x Part-Time Office Specialist II
Part-Time Library Clerk..... 0.8550 x Part-Time Office Specialist II
Part-Time Office Specialist I..... 0.9000 x Part-Time Office Specialist II
Part-Time Senior Library Clerk..... 1.0550 x Part-Time Office Specialist II
Part-Time Senior Office Specialist..... 1.1750 x Part-Time Office Specialist II

Part-Time Permit Technician II

Part-Time Permit Technician I..... 0.9250 x Part-Time Permit Technician II

Part-Time Police Dispatcher II

Part-Time Fire Dispatcher I..... 0.8500 x Part-Time Police Dispatcher II
Part-Time Fire Dispatcher II..... 0.9500 x Part-Time Police Dispatcher II
Part-Time Police Communications
Operator..... 0.7500 x Part-Time Police Dispatcher II
Part-Time Police Communications
Supervisor..... 1.2500 x Part-Time Police Dispatcher II
Part-Time Police Dispatcher I..... 0.9000 x Part-Time Police Dispatcher II
Part-Time Senior Police Dispatcher..... 1.1000 x Part-Time Police Dispatcher II

Part-Time Police Records Specialist II

Part-Time Police Records Specialist I... 0.9000 x Part-Time Police Records Specialist II
Part-Time Senior Police
Records Specialist..... 1.2000 x Part-Time Police Records Specialist II

Part-Time Property & Evidence Technician

Part-Time Storekeeper

Part-Time Survey Technician I

Part-Time Traffic Controller

Program Specialist

Senior Program Specialist..... 1.2655 x Program Specialist

Traffic Control Assistant

ARTICLE 16 - COMPENSATION

- 16.1 Wages for the various classifications shall be set forth in Appendix “B” attached to this MOU and by this reference made a part hereof. The City Management Representative will not recommend any revision or modifications to this MOU without first consulting on such recommendation with AMEA.
- 16.2 Newly hired employees shall normally be compensated at the lowest step of the salary schedule of the job class for which the employee was hired. When a prospective employee’s experience and qualifications require special consideration, an Executive Manager may authorize the Human Resources Department to offer a higher step in the salary schedule. Salary steps greater than the seventh (7th) step require approval of the Human Resources Director.
- 16.3 Part-Time employees in classifications listed in Appendix “B” shall be eligible for consideration for merit pay increases to the next higher salary step after one thousand and forty (1,040) hours in a salary step.
- 16.4 An incumbent employee reclassified to a lower job class shall be placed in the step of the lower salary schedule closest to the current base hourly rate of pay, and shall retain record of step hours worked for the purpose of merit pay increases. If the ninth (9th) step of the salary schedule of the lower job class is lower than the incumbent’s base hourly rate of pay, the base hourly rate of pay shall be identified as the “Y” step of the lower salary schedule. An employee compensated at the “Y” step because of a downward reclassification shall remain in the “Y” step until such time as the job class is assigned to a salary schedule in which the ninth (9th) step is equivalent to or higher than the “Y” step, at which time the employee shall be placed in the ninth (9th) step.
- 16.5 An employee who is promoted or reclassified 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 (9th) step of the higher salary schedule provides a pay increase of less than four percent (4%). Consideration for merit pay increases shall be in accordance with Section 16.3 above and shall be based on step hours worked in the higher job class.
- 16.6 An employee who is demoted for cause shall be placed in the step of the lower job class that will provide a reduction in pay of not less than four percent (4%). An employee who requests and is granted a voluntary demotion will be placed in the salary step in the new salary schedule that is closest to their previous hourly rate that does not provide an increase in the hourly rate. Employees who are demoted, whether voluntary or for cause, shall be eligible for consideration for merit pay increases in accordance with Section 16.3 above based on step hours worked in the lower job class.

- 16.7 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 employees shall receive a true copy of any personnel action taken concerning the status of their employment.
- 16.8 Non-substantive revisions to republish the information contained in Appendix "B" – Wages to comply with the requirements of California Code of Regulations Section 570.5 may be made only after notification to AMEA.

ARTICLE 17 - MULTIPLE APPOINTMENTS

- 17.1 ANAHEIM and AMEA agree that employees working in classifications listed in Appendix "B" may be appointed to more than one (1) job classification simultaneously. Employees so appointed will be compensated for the actual hours worked in each job classification at the applicable salary schedule rate. Employees may be assigned to one (1) or more classifications that are not within the scope of representation of AMEA.
- 17.2 No employee shall be allowed multiple appointments to more than one (1) department, nor shall an employee be allowed multiple appointments to classifications assigned to different PERS retirement plans.
- 17.3 Employees appointed to additional classifications, in accordance with this ARTICLE, shall normally be placed in the closest salary step of the new classification that does not provide a decrease in pay.
- 17.4. An incumbent employee reclassified to a lower job class shall be placed in the step of the lower salary schedule closest to the current base hourly rate of pay of the primary appointment, and shall retain record of step hours worked for the purpose of merit pay increases. If the ninth (9th) step of the salary schedule of the lower job class is lower than the incumbent's base hourly rate of pay, the base hourly rate of pay shall be identified as the "Y" step of the lower salary schedule. An employee compensated at the "Y" step because of a downward reclassification shall remain in the "Y" step until such time as the job class is assigned to a salary schedule in which the ninth (9th) step is equivalent to or higher than the "Y" step, at which time the employee shall be placed in the ninth (9th) step.
- 17.5 An employee who is promoted or reclassified 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%) from the rate of pay of the primary appointment except when the ninth (9th) step of the higher salary schedule provides a pay increase of less than four percent (4%). Consideration for merit pay increases shall be in accordance with Section 17.3 above and shall be based on step hours worked in the higher job class.

- 17.6 An employee who is demoted for cause shall be placed in the step of the lower job class that will provide a reduction in pay of not less than four percent (4%) from the rate of pay of the primary appointment. An employee who requests and is granted a voluntary demotion shall be placed in the salary step closest to the salary step of the previous job class that does not provide an increase in the hourly rate. Employees who are demoted, whether voluntary or for cause, shall be eligible for consideration for merit pay increases in accordance with Section 17.3 above based on step hours worked in the lower job class.
- 17.7 The various terms and conditions of employment under this MOU shall apply only to hours worked in a classification listed in Appendix "B", except that:
- 17.7.1 The provisions of Section 18.3.1 and 18.3.2 imposing limits on hours worked in a fiscal year shall apply to the aggregate of hours worked in all appointments.
- 17.7.2 Discipline that may be imposed on an employee who has one (1) or more appointments to a job classification listed in Appendix "B" shall be considered a matter subject to review through the grievance procedure under this MOU without regard to the employee's actual assignment at the time of the incident giving rise to the disciplinary action.
- 17.8 Eligibility for consideration for merit pay increases shall be based on step hours worked in each separate classification, and merit pay increases shall be granted only for the classification in which the employee has established eligibility.
- 17.9 An employee in the classification of Park Ranger who is assigned responsibility for training and/or evaluating newly hired employees shall be assigned the additional classification of Senior Park Ranger, and shall be paid at the first step of the Senior Park Ranger salary range for all hours spent training and evaluating newly hired employees.
- 17.10 An employee in the classification of Traffic Control Assistant who is assigned responsibility for training and/or evaluating newly hired employees shall be assigned the additional classification of Part-Time Traffic Controller, and shall be paid at the first step of the Part-Time Traffic Controller salary range for all hours spent training and evaluating newly hired employees.

ARTICLE 18 - HOURS OF WORK AND PAY DAY

- 18.1 Employees shall be scheduled to work as needed and to cover peak periods and absences of other employees. Hours are irregular and based on need and may be full days or partial days. Except as provided in Section 18.5 below, there shall be no minimum number of hours guaranteed.

- 18.1.1 ANAHEIM and AMEA agree that availability is a condition of employment. An employee who does not maintain their availability, does not report as scheduled, or is otherwise absent without leave may be subject to discipline up to and including dismissal.
- 18.2 Regular salaries and compensation of all employees shall be paid on a biweekly basis.
- 18.3 ANAHEIM has determined a need to set forth criteria for defining groups of employees engaged in limited employment who are covered by this MOU. Accordingly, the following categories are hereby established.
- 18.3.1 **Part-Time Non-CalPERS members:** Employees hired to work an average of less than twenty (20) hours per week on an ongoing basis (maximum of one thousand (1,000) hours pursuant to the California Public Employees' Retirement Law (PERL) for exclusion from California Public Employees' Retirement System (CalPERS) membership in a fiscal year) or working in a position excluded from CalPERS membership by law or contract exclusion.
- 18.3.2 **Part-Time CalPERS Employees:** Employees hired with prior CalPERS membership; who have met CalPERS membership eligibility (worked one thousand (1,000) hours in a fiscal year) per Government Code Section 10305(a)(3)(B) of the Public Employees' Retirement Law (PERL); or otherwise are determined to be eligible per the PERL.
- 18.4 The number of positions in each category shall vary in accordance with ANAHEIM's requirements and shall be established by ANAHEIM. Assignment of personnel to these positions shall be made by ANAHEIM.
- 18.5 **Authorized Hours:** Employees in classifications listed in Appendix "B" designated by a "3" before the schedule number shall be guaranteed a minimum of three (3) hours paid at their regular hourly rate upon reporting for work, except when scheduled for meetings or training the guarantee shall be two (2) hours.

ARTICLE 19 - APPOINTMENTS AND PROMOTIONS

- 19.1 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.
- 19.2 Minimum standards of employment for each job class shall be recommended by the Human Resources Director and approved by the City Manager.

- 19.3 At such times as the appointing authority with concurrence of the Human Resources Director determines that it is 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.
- 19.4 Advancement to a higher paid job class shall constitute a promotion.
- 19.5 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 occupation qualification.

ARTICLE 20 - PROBATION

- 20.1 Employees working in classifications listed in Appendix “B” shall serve a probationary period of twelve (12) months. Upon successful completion of a probationary period, an employee shall be considered to have part-time regular status in the classification in which the probationary period is served.
 - 20.1.1 In the event an employee is assigned to light duty or is absent from work due to a lengthy illness or injury, or other reason resulting in protected leave time during the probationary period, said employee’s probationary status may be extended beyond the regular period of probation in the amount of one (1) complete biweekly pay period for each complete biweekly pay period assigned to light duty or lost to illness or injury or protected leave time.
 - 20.1.2 Subject to the discretion of the appropriate Department Head, an employee’s probationary status may be extended beyond the regular probationary period for reasons other than those addressed in 20.1.1 by providing the employee advanced written notice. In no event shall a probationary extension under this provision exceed six (6) months. The department shall advise AMEA in writing regarding the extension of probation as soon as practicable.
- 20.2 The work and conduct of probationary employees shall be subject to close scrutiny. An employee shall be retained beyond the end of the probationary period only if the appropriate Executive Manager affirms that the work and conduct of the employee have been found to be satisfactory. If the work and conduct of a probationary employee is found to be below standards of the department, the appropriate Executive Manager may reject the probationer at any time during the probationary period. Such

rejections shall not be subject to review or appeal unless such rejection is alleged to be contrary to the provisions of any state or federal law, and then such review/appeal will be limited to that which is required by law, ordinance, or resolution.

- 20.3 ANAHEIM will make every reasonable effort to return an employee rejected or laid off during the probationary period to the classification in which the employee had regular status, unless the reasons for their failure to complete the probationary period would be cause for dismissal. If not returned to former classification, the employee shall be separated from employment with ANAHEIM.

ARTICLE 21 - TRAINING

- 21.1 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.

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

21.1.2 There shall be no compensation for time spent in meetings for the purpose of education or training of any kind unless such attendance is required by the appropriate Executive Manager or the Executive Manager's designated representative.

- 21.2 Employees in a classification listed in Appendix "B" shall be allowed the opportunity to enroll in an ANAHEIM sponsored training course, or a training class that is pre-approved by the appropriate Executive Manager or the Executive Manager's designated representative, 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).

ARTICLE 22 - REDUCTION IN FORCE

- 22.1 ANAHEIM and AMEA agree that ANAHEIM will notify AMEA of a planned reduction in work hours or layoffs which may affect employees represented by the AMEA at the same time or prior to notification of individual employees.

- 22.2 When notice is provided in accordance with Section 22.1 above, ANAHEIM and AMEA agree to meet and confer regarding the basis upon which work hours will be reduced or employees will be laid off. If the parties are unable to come to an agreement within twenty-one (21) calendar days of the date that ANAHEIM provided notice under this ARTICLE, employees shall be laid off from their position on the

basis of City seniority, from the least senior to the most senior. "Seniority" shall be determined on the basis of the employee's City hire date without regard to the number of actual hours worked.

ARTICLE 23 - REINSTATEMENT

23.1 An employee who terminates employment in good standing may be reinstated to a vacant position in the former job class within two (2) years of the termination date without re-qualifying for employment by competitive process.

23.1.1 An employee reinstated within thirty (30) days of the termination date shall be considered to have continuous service and shall not serve a new probationary period. The employee shall be placed in their former salary step and shall retain record of step hours worked for the purpose of merit pay increases.

23.1.2 An employee reinstated after thirty (30) days of their termination date shall serve a new probationary period and shall be considered to have broken service for the purpose of merit pay increases.

ARTICLE 24 - OTHER EMPLOYMENT

24.1 As set forth in Administrative Regulation 233, AMEA agrees that employees may not engage in other employment that constitutes a conflict of interest as defined by Section 1126 of the California Government Code. A Department Head, as a condition of continued employment, may require an employee to terminate the other employment when the Department Head determines that a conflict of interest exists. An employee may appeal such a determination to the Human Resources Director whose decision shall be final and binding.

ARTICLE 25 - SERVICE PINS

25.1 Service awards, in the form of service pins or the equivalent, shall be presented to employees in classifications listed in Appendix "B" 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; and
Forty (40) years of service.

Such service awards shall also be presented to an employee upon retirement.

ARTICLE 26 - BILINGUAL PAY

- 26.1 Employees required to speak Spanish or other languages (including sign language), as well as English as part of the regular duties of their position will be compensated at the rate of eighty-five cents (\$0.85) per hour to be included in the regular hourly rate of pay.
- 26.2 Employees required to speak, read, and/or write in Spanish or other languages (including sign language), as well as English as part of the regular duties of their position will be compensated at the rate of ninety-five cents (\$0.95) per hour to be included in the regular hourly rate of pay.
- 26.3 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 dollar and fifteen cents (\$1.15) per hour to be included in the regular hourly rate of pay.

- Part-Time Police Dispatcher I
- Part-Time Police Dispatcher II
- Part-Time Police Communications Operator
- Part-Time Senior Police Dispatcher
- Part-Time Police Communications Supervisor

- 26.4 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 dollar and sixty-five cents (\$1.65) per hour to be included in the regular hourly rate of pay.

- Part-Time Police Dispatcher I
- Part-Time Police Dispatcher II
- Part-Time Police Communications Operator
- Part-Time Senior Police Dispatcher
- Part-Time Police Communications Supervisor

- 26.5 The appropriate Executive Manager shall designate which employees shall be assigned bilingual duties and which language(s) shall be eligible for bilingual pay.
- 26.6 Human Resources shall conduct a test of competency for employees considered for assignment to bilingual duties to certify these employees eligible for bilingual pay, except that 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.

- 26.7 The effective date of bilingual pay certification shall be the first day of the pay period following notification to the Human Resources Director of the passing of the bilingual test by the employee as provided in Section 26.5 above. Employees may be required to undergo a test of continued competency, upon request of the employee's department.

ARTICLE 27 - PREMIUM PAY

- 27.1 An employee working in classifications listed in Appendix "B" who performs authorized work in excess of forty (40) hours in a regular work week shall be compensated for such overtime work at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

27.1.1 Overtime shall be calculated to the nearest one-quarter (¼) hour of overtime worked.

27.1.2 All overtime must be authorized in advance by the appropriate Administrative Manager.

- 27.2 Employees working in classifications listed in Appendix "B" who perform authorized work on the following days shall be compensated for such work at the rate of one and one-half (1½) times the employee's regular hourly rate of pay:

January 1st, New Year's Day
Third Monday in January, Martin Luther King Jr.'s Birthday
Third Monday in February, Presidents' Day
Last Monday in May, Memorial Day
July 4th, Independence Day
First Monday in September, Labor Day
November 11th, Veterans Day
Fourth Thursday in November, Thanksgiving Day
December 25th, Christmas Day

- 27.3 Shift Premium: Employees who work the following assigned shifts shall be compensated at the rate of seventy-five cents (\$0.75) per hour to be included in the regular hourly rate of pay:

27.3.1 Part-Time Traffic Controllers and/or Traffic Control Assistants shall receive shift premium for all hours worked between 2:30 p.m. and 12:30 a.m.

- 27.3.2 Park Rangers and/or Senior Park Rangers shall receive shift premium for all hours worked between 5:00 p.m. and 3:00 a.m. on Friday, Saturday, and Sunday. There shall be no shift premium for any hours worked between 3:01 a.m. Monday through 4:59 p.m. Friday.
- 27.3.3 Part-Time Police Dispatchers I and II shall receive shift premium for all hours worked between 6:00 p.m. and 6:00 a.m., Friday, Saturday, and Sunday. There shall be no shift premium for any hours worked between 6:01 a.m. Monday through 5:59 p.m. Friday.
- 27.3.4 Part-Time Code Enforcement Officer I and II shall receive shift premium for any hours worked between 6:00 p.m. and 6:00 a.m.
- 27.3.5 Part-Time Fire Dispatcher I and II shall receive shift premium for any hours worked between 7:00 p.m. and 7:00 a.m.
- 27.4 Notwithstanding the above overtime provisions, there shall be no overtime pay for the time spent, outside scheduled work hours, in attending meetings of any kind which are for the purpose of education or training, unless required by ANAHEIM to attend such training.
- 27.5 Employees in the following job classes shall receive Permit Technician certification pay for possession of a Permit Technician Certification:

Part-Time Permit Technician II

- 27.5.1 Permit Technician certification pay will be paid once each year during the pay period that includes November 16. Upon an employee's initial certification, the employee will be eligible for Permit Technician certification pay for the future pay period that includes November 16. Eligibility for annual certification pay will continue only as long as the employee maintains certification in good standing as provided by the International Code Council or equivalent recognized state or national professional association.
- 27.5.2 Permit Technician certification pay shall be two hundred fifty dollars (\$250).
- 27.5.3 Probationary employees are not eligible for Permit Technician certification pay.
- 27.6 Employees in the following job classes shall receive Code Enforcement Officer certification pay upon obtaining a certificate of completion in a Certified Code Enforcement Officer training program from an accredited college or professionally recognized state or national certification program:

Part-Time Code Enforcement Officer I
Part-Time Code Enforcement Officer II

27.6.1 Code Enforcement Officer certification pay will be paid once each year during the pay period that includes November 16. Upon an employee's initial certification, the employee will be eligible for Code Enforcement Officer certification pay for the future pay period that includes November 16. Eligibility for annual certification pay will continue only if the employee is re-certified as provided by an accredited college or professionally recognized state or national certification program.

27.6.2 Code Enforcement Officer certification pay shall be three hundred seventy-five dollars (\$375) for certificate of completion of Module II (Intermediate) and shall be seven hundred fifty dollars (\$750) for certificate of completion of Module III (Advanced) certificate. Certification pays in this Section shall not pyramid.

27.6.2.1 Employees receiving pay for Module I (Basic) certification prior to Council adoption of this MOU shall continue to be eligible for such pay until employee obtains Module II (Intermediate) certification.

27.6.3 Probationary employees are not eligible for Code Enforcement Officer certification pay.

ARTICLE 28 - STANDBY

28.1 An employee assigned to court standby at times other than during their scheduled work hours for the purpose of being on call as a witness on matters within the scope of their employment shall be guaranteed two (2) hours of pay at the regular hourly rate of pay for each calendar day of such standby duty.

28.1.1 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 on the same day, or when an employee is carried over from a single subpoena from a morning session to an afternoon session, 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 29 - DISCIPLINE

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

- 29.2 When in the judgment of the appropriate Department Head, Division Head, or other appropriate manager, an employee's work performance or conduct justifies disciplinary action short of demotion or dismissal, the employee may be reduced in salary or suspended without pay. Upon taking such action, a written notification containing a statement of the substantial reasons for the action shall be filed with the employee and the Human Resources Director. No employee shall be suspended for more than thirty (30) calendar days at any one time.
- 29.3 An employee may be demoted or dismissed upon recommendation of a Division Head or other appropriate supervisor whenever in the judgment of the appropriate Department Head the employee's work or misconduct so warrants. Upon taking such action, the Department Head shall file with the employee and the Human Resources Director a written notification containing a statement of the substantial reasons for the action and the effective date of the action.
- 29.4 ANAHEIM and AMEA agree to stipulate to the following submission language when discipline under this ARTICLE is submitted to an impartial arbitrator: "Was (name of employee) [reduced in salary, suspended, demoted, or dismissed] for good and sufficient cause? If not, what shall be the remedy?"

ARTICLE 30 - GRIEVANCE PROCEDURE

- 30.1 Any grievance or dispute which may arise out of the application or interpretation of the terms or conditions of this MOU, as alleged by AMEA, shall be considered to be a matter subject to review through the grievance procedure and shall be settled in accordance with the procedure set forth immediately herein below, except a dispute by an applicant regarding employment.
- 30.2 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.

30.2.1 Administrative Review Procedure:

- i. 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 or Administrative Manager 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 or Administrative Manager shall review the disciplinary action and may affirm, reverse, or modify the disciplinary action as deemed appropriate. The Department Head or Administrative Manager's determination shall be delivered in writing

within fourteen (14) calendar days after the administrative review. The Department Head or Administrative Manager's determination shall be final and binding.

30.3 Employee grievances submitted by AMEA to ANAHEIM shall be handled in the following manner:

30.3.1 Step I. An attempt shall be made to adjust all grievances on an informal basis between the employee, up to two (2) AMEA representatives, and a supervisor in the employee's chain of command, up to and including the employee's manager, within fourteen (14) calendar days after the occurrence of the incident involved in the grievance. The manager shall deliver an answer within fourteen (14) calendar days after conducting the Step I meeting.

30.3.2 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 fourteen (14) calendar days after the Step I answer is received by AMEA. The Department Head or Administrative Manager shall meet with the employee and up to two (2) AMEA representatives within twenty-one (21) calendar days after submission of the grievance. 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 fourteen (14) calendar days after said meeting.

30.3.3 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. Such submission must occur within thirty (30) calendar days after the Step II answer is received.

29.3.3.1 In the event the parties are unable to agree upon the selection of such impartial arbitrator within ten (10) calendar days, upon request by either party an arbitrator shall be selected from a list of prospective arbitrators submitted by the American Arbitration Association or any other mutually agreed upon provider.

30.3.4 An arbitrator's decision shall be final and binding on both parties, it being agreed that said arbitrator shall have no powers to add to or subtract from the provisions herein, and that the laws of the State of California shall be controlling at all times.

30.4 All expenses of any arbitration shall be borne equally by ANAHEIM and AMEA.

- 30.5 The parties may mutually agree to submit any grievance or dispute covered under the provisions of this ARTICLE to non-binding mediation, prior to submission to arbitration. This language is not intended to impede or delay the arbitration process.

ARTICLE 31 - EMPLOYEE AVAILABILITY AND LEAVES

- 31.1 ANAHEIM and AMEA agree that availability is a condition of employment. Employees in classifications listed in Appendix “B” shall be required to maintain an availability of twenty (20) hours per week, except that employees in classifications listed in Appendix “B” who are enrolled in PERS by virtue of their employment with ANAHEIM shall be required to maintain an availability of thirty (30) hours per week. An employee who does not maintain their availability, does not report to work as scheduled, or who is otherwise absent without leave shall be subject to discipline up to and including dismissal from their position with ANAHEIM.
- 31.1.1 Employees may request, and the appropriate Executive Manager may authorize, a modified availability less than the requirements outlined above. An employee who does not maintain the modified availability, does not report to work as scheduled, or who is otherwise absent without leave shall be subject to discipline up to and including dismissal from their position with ANAHEIM.
- 31.2 ANAHEIM and AMEA agree that employees in classifications listed in Appendix “B” of this MOU who have been continuously employed for a period of at least one (1) full year, may be eligible for an unpaid leave of absence of up to sixty (60) calendar days. Such leaves shall be scheduled and taken in the best interests of ANAHEIM and shall require the prior written approval of the appropriate Executive Manager or designated representative. ANAHEIM will make every reasonable effort to return an employee who has been on an authorized leave of absence to the employee’s previous scheduled work days and hours.
- 31.3 ANAHEIM and AMEA agree that employees in classifications listed in Appendix “B” of this MOU shall be provided unpaid leave of up to five (5) work shifts in the event of a death in their immediate family. Bereavement leave must be completed within three (3) months of the date of death. “Immediate family” for the purposes of this paragraph shall be defined as parent, foster parent, step-parent, spouse, or registered domestic partner, child, stepchild, sibling, grandparent, grandchild, parent-in-law, daughter-in-law or son-in-law of the employee or employee’s spouse, or registered domestic partner. As used herein, “registered domestic partner” means that a Declaration of Domestic Partnership has been filed with the California Secretary of State.
- 31.4 Leaves taken under the provisions of the federal Family Medical Leave Act and/or the California Family Medical Leave Act shall be concurrent with any leave entitlement an employee may have under the provisions of Section 31.2 above.

- 31.5 Part-time employees shall be allowed to use up to a maximum of forty-eight (48) hours of accrued sick leave in a calendar year. It is the responsibility of such employees to adhere to all City and Department policies and regulations regarding attendance and sick leave.

ARTICLE 32 - MILITARY LEAVE

- 32.1 ANAHEIM's policy relating to military leave and compensation therefore, shall be in accordance with the provisions of the Military and Veterans Code of the State of California, and with all federal provisions.

32.1.1 Notwithstanding Section 32.1, during any term of deployment, employees shall be considered to be on leave without pay status (LWOP) and shall accrue no paid leaves. However, such employee will not lose seniority during military leave .

- 32.2 Employees serving in the Military Reserve Force shall provide ANAHEIM with their weekend drill and/or annual training schedule at least four (4) weeks or as soon as practicable prior to their anticipated absence from work. When such advance notice is not possible due to unforeseen circumstances, an employee shall notify ANAHEIM no later than the employee's first work day after the employee is notified of a scheduled drill or training.

ARTICLE 33 - TRAVEL AND MILEAGE EXPENSE

- 33.1 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.
- 33.2 ANAHEIM's Mileage Reimbursement rate will be the standard mileage rate established by the Internal Revenue Service.
- 33.3 An increase or decrease shall be effective the first day of the second month after the date of publication by the Internal Revenue Service.

ARTICLE 34 - HEALTH INSURANCE

- 34.1 An employee working in a classification listed in Appendix "B" shall be provided health insurance as long as the employee remains employed and is available to work, and meets the conditions specified below.
- 34.2 ANAHEIM agrees to allow eligible part-time employees working in classifications represented by AMEA to enroll in the ANAHEIM sponsored HMO Plans.

34.3 An employee working in the classification of Part-Time Senior Park Ranger, Part-Time Park Ranger, Part-Time Traffic Control Assistant, or Part-Time Traffic Controller shall be eligible for coverage on the first day of the month following completion of twenty-six (26) complete biweekly pay periods or one thousand and forty (1,040) hours worked, whichever is sooner, or upon becoming eligible pursuant to the Affordable Care Act (ACA).

34.3.1 An employee classified as a Part-Time Property and Evidence Technician hired prior to March 11, 2015, shall receive health insurance pursuant to Section 34.3. An employee classified as a Property and Evidence Technician hired on or after March 11, 2015, shall receive health insurance pursuant to Section 34.4.

34.4 An employee who is eligible pursuant to the Affordable Care Act (ACA) shall be provided health insurance, through the HMO Plan, on the first day of the month following one (1) complete calendar month after appointment to part-time thirty (30) hour status in accordance with Section 18.3.2 or upon becoming eligible pursuant to the ACA, and for as long as they maintain eligibility under ACA requirements.

An employee's status in the California Public Employees' Retirement System has no impact or effect on a part-time employee's eligibility for medical benefits, and is not a determining factor in providing medical benefits. Furthermore, a part-time employee hired into a thirty (30) hour position may lose access to medical benefits during the review period if the employee does not maintain the requisite number of hours pursuant to the ACA.

34.5 ANAHEIM's maximum contribution towards an employee's purchase of the Kaiser HMO Plans (employee only) is as follows:

HMO Plan 1	The flat-dollar amount equivalent to seventy-five percent (75%) of the HMO Plan 2 premium
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HMO Plan 2	(Full-time equivalent) Seventy-five percent (75%) of the single-party premium
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An employee shall pay any difference between ANAHEIM's contribution and the total cost of the HMO Plan.

34.6 An eligible employee pursuant to Section 34.3 above shall be eligible for HMO Plan 1 or Plan 2.

34.7 At any time during the term of this MOU, the PARTIES agree to reopen ARTICLE 34 – Health Insurance, for the sole purpose of conforming with any changes expressly mandated by the ACA.

ARTICLE 35 - PENSIONS

- 35.1 An employee working in a classification listed in Appendix "B" for whom the City is providing a retirement benefit under Government Code Section 21354.5 (2.7%@55), shall contribute a total of twelve percent (12%) of compensation earnable as defined by Government Code Section 20636. This amount is comprised of: (a) the eight percent (8%) statutory member contribution to CalPERS, determined by Government Code Section 20677(a)(3); and (b) an amount equivalent to four percent (4%) cost sharing of the employer contribution as allowed under Government Code Section 20516(f).
- 35.2 ANAHEIM institutes a revised defined benefit plan for covered employees hired on or after January 1, 2013, consisting 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 set annually by CalPERS.

ARTICLE 36 - PHYSICAL EXAMINATIONS

- 36.1 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.
- 36.2 In order to be eligible for promotion or transfer to a job class in a category requiring greater physical qualification than the present job class, an employee must pass the appropriate physical examination.
- 36.3 An employee who returns to work after an absence in excess of five (5) consecutive scheduled work shifts due to illness or physical incapacity may be required by the Department Head to undergo a physical examination. An employee who fails to pass a physical examination required under the provisions of this ARTICLE may be transferred or demoted to a position requiring lesser physical qualifications or terminated.
- 36.4 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 their practice as defined by California State Law.
- 36.5 ANAHEIM shall pay for any physical examination required under the provisions of this ARTICLE.

ARTICLE 37 - VACATION BENEFIT

- 37.1 An employee who works eleven hundred (1,100) or more hours in the prior calendar year will be given each January a lump sum “vacation payment” of three percent (3%) of their annual gross earnings from the prior calendar year (calendar year defined as the period for which wages earned are reported for tax purposes).

ARTICLE 38 - NOTIFICATION OF CONTRACTING OUT

- 38.1 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.
- 38.1.1 Such notification shall be given before the decision to contract out is made; and
- 38.1.2 AMEA will have the opportunity to comment prior to a determination by ANAHEIM to enter into contracting arrangements.

ARTICLE 39 - CONSTRUCTION

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

ARTICLE 40 - SAVINGS CLAUSE

- 40.1 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 41 - NO STRIKE

- 41.1 It is agreed and understood that under the terms of this MOU, AMEA and/or its members shall not conduct any strikes, including sympathy strikes, slow-downs, or work stoppages; nor shall there be any refusal or failure to fully and faithfully perform job functions and responsibilities, by AMEA or by its officers, stewards, agents, or unit members during the term of this MOU.

- 41.2 AMEA recognizes the duties and obligations of its representatives to comply with the provisions of this MOU and to make every effort toward inducing employees to do so. In the event of a strike, work stoppage, or slowdown by employees who are represented by AMEA, AMEA agrees in good faith to take all necessary steps to cease such employee action.
- 41.3 An employee violating this ARTICLE may be subject to disciplinary action up to and including dismissal. It is understood that in the event this ARTICLE is violated, that ANAHEIM may pursue any and all legal remedies available to it against an employee, if the employee violates the terms of this Agreement, and/or AMEA, if AMEA violates this Agreement.

ARTICLE 42 - OTHER PROVISIONS

- 42.1 ANAHEIM shall not charge employees to replace lost or damaged proximity cards.

ARTICLE 43 - DURATION

43.1 The terms of the MOU are to remain in full force and effect through the third day of July 2025. 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.

STAFF OFFICIALS OF THE CITY OF ANAHEIM, a Municipal Corporation

ANAHEIM MUNICIPAL EMPLOYEES ASSOCIATION, PART-TIME UNIT

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: _____

By: [Signature]

By: _____

By: [Signature]

By: _____

By: [Signature]

By: _____

By: _____

By: _____

Date: November 2, 2022

APPENDIX “A” - SPECIAL PROVISIONS

- A.1 Effective the first day of the pay period that includes July 1, 2022, ANAHEIM shall provide a base salary increase of four percent (4.0%)
- A.2 Effective the pay period that includes July 1, 2023, ANAHEIM shall provide a base salary increase of three percent (3.0%).
- A.3 Effective the pay period that includes July 1, 2024, ANAHEIM shall provide a base salary increase of three and one half percent (3.5%)
- A.4 The following terms referenced in this MOU are defined as follows:

Regular Hourly Rate of Pay – the rate of pay utilized for purposes of the calculation of overtime under the Fair Labor Standards Act (“FLSA”).

Base Rate of Pay - the rate of pay associated with an employee’s placement on the salary schedule for their classification.

APPENDIX "B" - WAGES
JUNE 24, 2022 – JUNE 22, 2023
4.0% Increase

Code	Classification	Grade	Step	Hourly Rates	
959	Library Page	PA220	8 - 9	\$15.60	- \$16.38
969	Library Page Driver	PA215	8 - 9	\$16.52	- \$17.35
922	Park Ranger	PA100	6 - 9	\$16.65	- \$19.28
980	Program Specialist	PA600	4 - 9	\$15.60	- \$19.91
P54	PT Code Enforcement Officer I	A1410	4 - 9	\$27.20	- \$34.71
P21	PT Code Enforcement Officer II	A1400	4 - 9	\$31.99	- \$40.83
S82	PT Criminal Research Specialist	A1940	5 - 9	\$33.96	- \$41.28
916	PT Fire Dispatcher I	B1420	3 - 9	\$26.33	- \$35.29
P93	PT Fire Dispatcher II	B1440	3 - 9	\$29.43	- \$39.44
J74	PT Forensic Specialist I	PA400	4 - 9	\$33.10	- \$42.24
B18	PT Forensic Specialist II	PA410	5 - 9	\$39.96	- \$48.57
R50	PT Housing Specialist I	A1820	4 - 9	\$25.65	- \$32.74
907	PT Housing Specialist II	A1800	5 - 9	\$29.93	- \$36.38
918	PT Intermediate Clerk	B1320	4 - 9	\$19.61	- \$25.03
867	PT Laborer	PA150	1 - 9	\$17.48	- \$25.82
R89	PT Librarian	PA210	4 - 9	\$31.44	- \$40.12
S68	PT Library Assistant	A2120	5 - 9	\$29.71	- \$36.11
815	PT Library Bookmobile Clerk	PA245	4 - 9	\$21.81	- \$27.84
952	PT Library Clerk	PA200	4 - 9	\$17.65	- \$22.53
R23	PT Library Technician	PA230	5 - 9	\$26.41	- \$32.10
B29	PT Maintenance Coordinator	A3625	5 - 9	\$31.07	- \$37.77

JUNE 24, 2022 – JUNE 22, 2023
4.0% Increase

J41	PT Office Specialist I	B1315	4	-	9	\$18.59	-	\$23.72
804	PT Office Specialist II	B1300	4	-	9	\$20.65	-	\$26.35
R85	PT Permit Technician I	A1310	4	-	9	\$26.12	-	\$33.34
B33	PT Permit Technician II	A1300	5	-	9	\$29.65	-	\$36.04
S59	PT Police Communications Operator	PA315	4	-	9	\$24.40	-	\$31.14
S63	PT Police Communications Supervisor	PA325	5	-	9	\$42.70	-	\$51.90
S62	PT Police Dispatcher I	PA310	5	-	9	\$30.74	-	\$37.37
831	PT Police Dispatcher II	PA300	5	-	9	\$34.16	-	\$41.52
R62	PT Police Records Specialist I	PA510	4	-	9	\$19.78	-	\$25.25
B35	PT Police Records Specialist II	PA500	4	-	9	\$21.98	-	\$28.05
977	PT Property and Evidence Technician	PA140	4	-	9	\$26.01	-	\$33.19
S17	PT Senior Library Clerk	PA240	5	-	9	\$22.87	-	\$27.80
813	PT Senior Office Specialist	B1360	4	-	9	\$24.26	-	\$30.96
B46	PT Senior Police Dispatcher	PA320	5	-	9	\$37.57	-	\$45.67
B47	PT Senior Police Records Specialist	PA520	5	-	9	\$27.69	-	\$33.66
P17	PT Storekeeper	B1730	4	-	9	\$23.10	-	\$29.48
B65	PT Survey Technician I	A3710	4	-	9	\$28.19	-	\$35.98
S46	PT Traffic Controller	PA130	4	-	9	\$19.67	-	\$25.10
P34	Senior Park Ranger	PA120	5	-	9	\$19.83	-	\$24.10
979	Senior Program Specialist	PA620	4	-	9	\$19.74	-	\$25.20
992	Traffic Control Assistant	PA110	7	-	9	\$17.03	-	\$18.78

JUNE 23, 2023 – JUNE 20, 2024
3.0% Increase

Code	Classification	Grade	Step	Hourly Rates	
959	Library Page	PA220	8 - 9	\$16.07	- \$16.87
969	Library Page Driver	PA215	8 - 9	\$17.02	- \$17.87
922	Park Ranger	PA100	6 - 9	\$17.16	- \$19.86
980	Program Specialist	PA600	4 - 9	\$16.07	- \$20.51
P54	PT Code Enforcement Officer I	A1410	4 - 9	\$28.00	- \$35.74
P21	PT Code Enforcement Officer II	A1400	4 - 9	\$32.95	- \$42.05
S82	PT Criminal Research Specialist	A1940	5 - 9	\$34.98	- \$42.52
916	PT Fire Dispatcher I	B1420	3 - 9	\$27.12	- \$36.35
P93	PT Fire Dispatcher II	B1440	3 - 9	\$30.32	- \$40.63
J74	PT Forensic Specialist I	PA400	4 - 9	\$34.09	- \$43.51
B18	PT Forensic Specialist II	PA410	5 - 9	\$41.16	- \$50.03
R50	PT Housing Specialist I	A1820	4 - 9	\$26.42	- \$33.72
907	PT Housing Specialist II	A1800	5 - 9	\$30.83	- \$37.47
918	PT Intermediate Clerk	B1320	4 - 9	\$20.20	- \$25.78
867	PT Laborer	PA150	1 - 9	\$18.00	- \$26.59
R89	PT Librarian	PA210	4 - 9	\$32.38	- \$41.32
S68	PT Library Assistant	A2120	5 - 9	\$30.60	- \$37.19
815	PT Library Bookmobile Clerk	PA245	4 - 9	\$22.46	- \$28.67
952	PT Library Clerk	PA200	4 - 9	\$18.18	- \$23.20
R23	PT Library Technician	PA230	5 - 9	\$27.20	- \$33.06
B29	PT Maintenance Coordinator	A3625	5 - 9	\$32.00	- \$38.90
J41	PT Office Specialist I	B1315	4 - 9	\$19.14	- \$24.43

JUNE 23, 2023 – JUNE 20, 2024
3.0% Increase

804	PT Office Specialist II	B1300	4	-	9	\$21.27	-	\$27.14
R85	PT Permit Technician I	A1310	4	-	9	\$26.91	-	\$34.34
B33	PT Permit Technician II	A1300	5	-	9	\$30.54	-	\$37.12
S59	PT Police Communications Operator	PA315	4	-	9	\$25.14	-	\$32.08
S63	PT Police Communications Supervisor	PA325	5	-	9	\$43.98	-	\$53.46
S62	PT Police Dispatcher I	PA310	5	-	9	\$31.67	-	\$38.49
831	PT Police Dispatcher II	PA300	5	-	9	\$35.19	-	\$42.77
R62	PT Police Records Specialist I	PA510	4	-	9	\$20.37	-	\$26.00
B35	PT Police Records Specialist II	PA500	4	-	9	\$22.64	-	\$28.89
977	PT Property and Evidence Technician	PA140	4	-	9	\$26.79	-	\$34.19
S17	PT Senior Library Clerk	PA240	5	-	9	\$23.55	-	\$28.63
813	PT Senior Office Specialist	B1360	4	-	9	\$24.99	-	\$31.89
B46	PT Senior Police Dispatcher	PA320	5	-	9	\$38.71	-	\$47.05
B47	PT Senior Police Records Specialist	PA520	5	-	9	\$28.52	-	\$34.67
P17	PT Storekeeper	B1730	4	-	9	\$23.79	-	\$30.36
B65	PT Survey Technician I	A3710	4	-	9	\$29.04	-	\$37.06
S46	PT Traffic Controller	PA130	4	-	9	\$20.25	-	\$25.85
P34	Senior Park Ranger	PA120	5	-	9	\$20.43	-	\$24.83
979	Senior Program Specialist	PA620	4	-	9	\$20.34	-	\$25.96
992	Traffic Control Assistant	PA110	7	-	9	\$17.54	-	\$19.34

JUNE 21, 2024 – JULY 3, 2025
3.5% Increase

Code	Classification	Grade	Step	Hourly Rates	
959	Library Page	PA220	8 - 9	\$16.63	- \$17.46
969	Library Page Driver	PA215	8 - 9	\$17.62	- \$18.50
922	Park Ranger	PA100	6 - 9	\$17.76	- \$20.56
980	Program Specialist	PA600	4 - 9	\$16.63	- \$21.23
P54	PT Code Enforcement Officer I	A1410	4 - 9	\$28.98	- \$36.99
P21	PT Code Enforcement Officer II	A1400	4 - 9	\$34.10	- \$43.52
S82	PT Criminal Research Specialist	A1940	5 - 9	\$36.21	- \$44.01
916	PT Fire Dispatcher I	B1420	3 - 9	\$28.08	- \$37.63
P93	PT Fire Dispatcher II	B1440	3 - 9	\$31.39	- \$42.06
J74	PT Forensic Specialist I	PA400	4 - 9	\$35.28	- \$45.03
B18	PT Forensic Specialist II	PA410	5 - 9	\$42.60	- \$51.78
R50	PT Housing Specialist I	A1820	4 - 9	\$27.35	- \$34.90
907	PT Housing Specialist II	A1800	5 - 9	\$31.90	- \$38.78
918	PT Intermediate Clerk	B1320	4 - 9	\$20.91	- \$26.69
867	PT Laborer	PA150	1 - 9	\$18.63	- \$27.52
R89	PT Librarian	PA210	4 - 9	\$33.51	- \$42.77
S68	PT Library Assistant	A2120	5 - 9	\$31.67	- \$38.49
815	PT Library Bookmobile Clerk	PA245	4 - 9	\$23.25	- \$29.67
952	PT Library Clerk	PA200	4 - 9	\$18.82	- \$24.02
R23	PT Library Technician	PA230	5 - 9	\$28.15	- \$34.22
B29	PT Maintenance Coordinator	A3625	5 - 9	\$33.12	- \$40.26
J41	PT Office Specialist I	B1315	4 - 9	\$19.81	- \$25.28

JUNE 21, 2024 – JULY 3, 2025
3.5% Increase

804	PT Office Specialist II	B1300	4	-	9	\$22.01	-	\$28.09
R85	PT Permit Technician I	A1310	4	-	9	\$27.85	-	\$35.54
B33	PT Permit Technician II	A1300	5	-	9	\$31.61	-	\$38.42
S59	PT Police Communications Operator	PA315	4	-	9	\$26.01	-	\$33.20
S63	PT Police Communications Supervisor	PA325	5	-	9	\$45.53	-	\$55.34
S62	PT Police Dispatcher I	PA310	5	-	9	\$32.78	-	\$39.84
831	PT Police Dispatcher II	PA300	5	-	9	\$36.42	-	\$44.27
R62	PT Police Records Specialist I	PA510	4	-	9	\$21.08	-	\$26.91
B35	PT Police Records Specialist II	PA500	4	-	9	\$23.43	-	\$29.90
977	PT Property and Evidence Technician	PA140	4	-	9	\$27.73	-	\$35.39
S17	PT Senior Library Clerk	PA240	5	-	9	\$24.38	-	\$29.63
813	PT Senior Office Specialist	B1360	4	-	9	\$25.86	-	\$33.01
B46	PT Senior Police Dispatcher	PA320	5	-	9	\$40.07	-	\$48.70
B47	PT Senior Police Records Specialist	PA520	5	-	9	\$29.52	-	\$35.88
P17	PT Storekeeper	B1730	4	-	9	\$24.62	-	\$31.42
B65	PT Survey Technician I	A3710	4	-	9	\$30.06	-	\$38.36
S46	PT Traffic Controller	PA130	4	-	9	\$20.96	-	\$26.75
P34	Senior Park Ranger	PA120	5	-	9	\$21.14	-	\$25.70
979	Senior Program Specialist	PA620	4	-	9	\$21.05	-	\$26.87
992	Traffic Control Assistant	PA110	7	-	9	\$18.16	-	\$20.02