

MEMORANDUM OF UNDERSTANDING

between the

**ANAHEIM MUNICIPAL EMPLOYEES
ASSOCIATION,
POLICE CADET UNIT**

and the

CITY OF ANAHEIM

June 26, 2020 through June 24, 2021

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ARTICLE 1
PREAMBLE

- 1.1 The wages, hours, and other terms and conditions of employment within the lawful scope of representation of the Anaheim Municipal Employees Association, Police Cadet Unit (hereinafter called "AMEA") have been agreed upon by representatives of the AMEA and staff officials of City of Anaheim (hereinafter called "ANAHEIM") and shall apply to all employees of ANAHEIM working in classifications set forth in Appendix "A" (bargaining unit members). AMEA agrees to recommend acceptance by bargaining unit members of all the terms and conditions of employment as set forth herein, and the staff officials of ANAHEIM agree to recommend to the City Council that all terms and conditions of employment, as set forth herein, be approved pursuant to California Government Code §3505.1.

ARTICLE 2
PURPOSE

- 2.1 The purpose of the City of Anaheim Police Cadet apprenticeship program is to introduce students to various aspects of police work in preparation for a career in law enforcement. The intent of the program is to expose cadet employees to as many areas of the Police Department, and detail assignments, as possible in order to provide a broad range of knowledge and experience.
- 2.2 Participation in the Police Cadet apprenticeship program is conditioned, in part, upon the following terms and conditions of employment:
- 2.2.1 Maintaining enrollment and completion of six (6) semester units or more per semester or quarter of college coursework (summer break excluded).
 - 2.2.2 Proof of enrollment and completion at the beginning and end of each semester during course of employment.
 - 2.2.3 Maintaining a grade point average of 2.0 ("C" grade) or better for all courses taken.
 - 2.2.4 Not being on academic probation or dismissed from academic studies.
 - 2.2.5 In response to the current needs of the Police Department for the fiscal year 2020/2021, employees hired into the Police Cadet classification prior to July 1, 2020 but failing to maintain qualifications under Article 2.2.1 or 2.2.2 due to their completion of a degree and graduation, may remain employed in the Police Cadet classification through June 30, 2021 at the sole discretion of the Chief of Police. This provision shall sunset on June 30, 2021.
- 2.3 Failure to meet the terms and conditions of employment specified in ARTICLE 2.2 et. seq. shall be deemed as immediate dismissal from employment from the Police Cadet apprenticeship program. Any dismissal as a result of violating Article 2.2 et. seq. shall be prohibited from the grievance process.
- 2.3.1 An employee dismissed from employment as a result of violating Article 2.2 et. seq. shall be eligible to reapply to the Police Cadet apprenticeship program

after one (1) complete semester or quarter of college coursework following the dismissal. Said individual must show proof of meeting the terms and conditions specified in Article 2.2 et. seq. with his/her application.

ARTICLE 3
RECOGNITION

- 3.1 ANAHEIM hereby recognizes the AMEA as the exclusively, recognized representative for all bargaining unit members (hereinafter referred to as “members” and/or “employees”) 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, the 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 his exercise of these rights.

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 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.

- 52 The exercise of the forgoing 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
CHECK-OFF

- 6.1 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 the 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 the AMEA shall constitute payment of said dues and initiation fees by such members and employees of the AMEA.

ARTICLE 7
HOURS OF WORK AND PAY DAY

- 7.1 ANAHEIM shall make every reasonable effort to schedule employees, listed in Appendix "A", in accordance with their school schedule. This is a part-time position of approximately thirty (30) hours per week on various shifts. Hours are irregular and based on need of ANAHEIM and may be used on a full-time (40 hour per week) basis, if required. There shall be no minimum number of hours guaranteed.
- 7.1.1 ANAHEIM and AMEA agree that availability is a condition of employment. Any employee who does not maintain his/her availability; does not report as scheduled; or is otherwise absent without leave may be subject to discipline up to and including dismissal.
- 7.2 Regular salaries and compensation of all employees shall be paid on a biweekly basis.

ARTICLE 8
PROBATION

- 8.1 Employees working in classifications listed in Appendix "A" 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 status in the classification in which the probationary period is served.
- 8.1.1 In the event an employee is assigned to light duty or is absent from work due to a lengthy illness or injury 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.

- 82 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 Chief of Police or designee 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 to the Department, the Chief of Police or designee 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, or the Personnel Ordinance and/or the Personnel Resolution, and then such review/appeal will be limited to that which is required by law, ordinance or resolution.
- 83 Anaheim will make every reasonable effort to return an employee rejected or laid off during the probationary period to the classification in which he/she had regular status, unless the reasons for his/her failure to complete the probationary period would be cause for dismissal. If not returned to his/her former classification, the employee shall be separated from employment with ANAHEIM.

ARTICLE 9
WORKING CONDITIONS

- 9.1 ANAHEIM agrees to furnish two (2) uniforms (2 short-sleeve shirts, 2 pair of pants, 1 long-sleeve shirt, and 1 belt) for employees in classifications listed in Appendix “A”.
- 9.2 ANAHEIM agrees to provide each employee in a classification listed in Appendix “A” with a quarterly performance evaluation while on probation. Upon successful completion of probation, a Cadet employee will be evaluated at **least** once annually to assess current job performance and potential employment as a police officer.
- 9.3 ANAHEIM shall authorize a Cadet employee to participate in the Ride-Along-Program on his/her own time and as approved by appropriate management. Applicable waivers must be signed in advance of the Ride-Along. A Cadet employee shall be paid for their Ride-Along shift(s) if the Ride-Along occurs during his/her normally scheduled work hours.

ARTICLE 10
ROTATION AND ASSIGNMENT

- 101 Rotation determinations shall be made in the best interest of ANAHEIM to meet Department needs and efficiencies. Rotation of detail assignments shall occur on a regular basis to enhance the career development for Cadet employees listed in Appendix “A;” typically twice a year – during the spring and fall school semesters. Department needs will take precedence over individual considerations; with final rotation decision resting with the Manager. Prior to rotation, Cadet employees may fill out a rotation questionnaire to determine assignment interest. Needs of the Department, prior performance, availability, prior

assignments, time worked at the front counter, time remaining as a cadet, assignment interest, and seniority shall determine rotation and assignment selection.

- 102 The duration of detail assignments is determined by, and made in the best interest of ANAHEIM, and are generally for a period of six (6) months. If approved by ANAHEIM, a Cadet employee may remain in an assignment for a period longer than one (1) rotation by choice; number of employees rotating; for training purposes; because the employee was assigned to a detail in the middle of a rotation and never completed a full six (6) months in the assignment; or due to the operational needs and best interest of the Department.
- 103 Generally, senior Cadet employees will be assigned to positions requiring more technical skill or responsibility, as well as serving to train Cadet employees for new assignments or those Cadet employees newly hired.

ARTICLE 11
BILINGUAL PAY

- 11.1 Employees required to speak in Spanish or other languages, and including sign language, as well as English as part of the regular duties of their position will be compensated at the rate of seventy cents (70¢) per hour in addition to their regular pay.
- 11.2 Employees required to speak, read and/or write in Spanish or other languages, and including sign language, as well as English as part of the regular duties of their position will be compensated at the rate of ninety cents (90¢) per hour in addition to their regular pay.
- 11.3 The Police Chief shall designate which employees shall be assigned bilingual duties and which language(s) shall be eligible for bilingual pay.
- 11.4 The Human Resources Director shall conduct a test of competency for employees who 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.
- 11.5 The effective date of bilingual pay certification shall be the first date of the pay period following notification to the Human Resources Director of the passing of the bilingual test by the employee as provided in 11.3 above.
- 11.6 Bilingual pay eligibility shall continue only as long as the Police Chief affirms an ongoing need for the assigned bilingual duties, and only so long as the employee demonstrates continuing competency through a proficiency exam once every three (3) years, or sooner at the request of the operating department.

ARTICLE 12
PREMIUM PAY

- 12.1 Cadet employees who perform 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 (1 ½) times the employee's regular hourly rate of pay.
- 12.1.1 Overtime shall be calculated to the nearest one-quarter hour of overtime worked.
- 12.1.2 All overtime must be authorized in advance by the appropriate Administrative Manager.
- 12.2 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.

ARTICLE 13
STANDBY

- 13.1 A cadet employee assigned to court standby at times other than during his/her scheduled work hours for the purpose of being on call as a witness on matters within the scope of his/her employment shall be guaranteed two (2) hours of pay at his/her regular hourly rate of pay for each calendar day of such standby duty.
- 13.1.1 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 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 14
DISCIPLINE

- 14.1 The tenure of every employee shall be conditioned on good behavior and satisfactory work performance. Any employee may be reduced in salary, suspended, demoted or dismissed for good and sufficient cause.
- 14.2 When in the judgment of the Police Chief, 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.

- 143 An employee may be dismissed upon recommendation of a division head or other appropriate supervisor whenever in the judgment of the Police Chief, the employee's work or misconduct so warrants. Upon taking such action, the Police Chief 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.
- 144 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, or dismissed] for good and sufficient cause? If not, what shall the remedy be?"

ARTICLE 15
GRIEVANCE PROCEDURE

- 15.1 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.
- 15.2 In those instances where discipline is imposed other than a salary step reduction, suspension, or dismissal, AMEA may submit a written request for a review of the disciplinary action through an administrative review procedure.

15.2.1 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 Police Chief or Deputy Police Chief shall conduct an administrative review within fourteen (14) calendar days of submission of the written request.

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

- 15.3 Employee grievances submitted by AMEA to the Human Resources Department shall be handled in the following manner:

- 15.3.1 If not resolved in the informal process, the grievance or dispute as defined in Article 15.1 above shall be reduced to written form by AMEA and be presented to the Human Resources Department within seven (7) working days of the date of the alleged occurrence or dispute. Thereafter, a

representative of ANAHEIM shall meet within ten (10) calendar days of the receipt of the written grievance with an authorized agent of AMEA in an attempt to resolve the dispute. ANAHEIM shall issue its decision within ten (10) calendar days after said meeting.

15.4 In the event that the parties cannot resolve the dispute to the parties' satisfaction (i.e., ANAHEIM and/or AMEA), the dispute shall, upon the request of either party be referred within thirty (30) calendar days to an impartial arbitrator for a final and binding decision.

15.4.1 If the grievance is submitted to an impartial arbitrator by either party for a final and binding decision, AMEA and ANAHEIM agree to:

15.4.1.1 Develop a standing list of mutually approved arbitrators.

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

15.4.1.1.2 AMEA and ANAHEIM agree to reestablish the list of arbitrators once year in January.

15.4.1.1.3 AMEA and ANAHEIM may agree to remove arbitrators from the list at any time.

15.4.1.2 AMEA and ANAHEIM agree to select from the standing list that has the earliest, reasonable available hearing date, unless the parties agree to select another arbitrator from the list.

15.5 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.

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

15.7 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.

ARTICLE 16 **PENSIONS**

16.1 ANAHEIM will provide as a retirement benefit a Deferred Compensation Plan (457P) not covered by the Public Employees Retirement System (PERS). The classification of Police Cadet is excluded by contract agreement from PERS.

16.2 ANAHEIM and AMEA agree that mandatory participation is required by all employees in a classification listed in Appendix "A".

- 16.3 ANAHEIM and AMEA agree that the employee contribution to the 457P plan shall be seven and one-half percent (7.50%) of the employee's biweekly gross pay.

ARTICLE 17
CONSTRUCTION

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

ARTICLE 18
SAVINGS CLAUSE

- 18.1 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 19
DURATION

19.1 This MOU shall be in full force and effect following ratification by the City Council of the City of Anaheim through June 24, 2021. The effective date of all provisions in the MOU is June 26, 2020 unless otherwise stated.

STAFF OFFICIALS
OF THE CITY OF ANAHEIM,
a Municipal Corporation

ANAHEIM MUNICIPAL EMPLOYEES
ASSOCIATION, POLICE CADET
UNIT

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Dated: September 1, 2020

APPENDIX "A"
WAGES

June 26, 2020 through June 24, 2021

<u>Classification</u>	<u>Step Code</u>	<u>Schedule</u>	<u>Hourly Rate</u>
Police Cadet	7	1260	\$14.00
Police Cadet	8	1260	\$14.50
Police Cadet	9	1260	\$15.00