

**LETTER OF UNDERSTANDING between the
ANAHEIM MUNICIPAL EMPLOYEES ASSOCIATION, GENERAL EMPLOYEES,
and the
CITY OF ANAHEIM**

The Anaheim Municipal Employees Association, General Employees (“AMEA”), and the City of Anaheim (“ANAHEIM”), herein referred to collectively as the “PARTIES” have met and conferred and reached an agreement in regard to Article 16 – Hours of Work and Pay, to establish, on a pilot basis, an alternate compressed work schedule of four ten-hour shifts. (“4/10 schedule”). The PARTIES have agreed to the following terms and conditions:

1. The alternate 4/10 schedule may commence the first pay period after approval by the Department Head and shall run concurrently with the City’s Remote Work Assignment Pilot Program, ending August 3, 2023. The 4/10 schedule may be revoked by either party upon providing a two (2) week notice to the other party. The 4/10 schedule may be extended only upon mutual written agreement by the PARTIES through a Letter of Understanding.
2. The assignment to work a 4/10 schedule is subject to ANAHEIM’s sole discretion. The PARTIES agree that not all departments, divisions, programs and operations are suited to use of a 4/10 schedule.
3. Employees participating in the City’s Remote Work Assignment Program shall not be assigned to a 4/10 schedule.
4. The 4/10 schedule shall be comprised of a forty (40) hour work week schedule consisting of four (4) ten-hour work shifts (excludes unpaid meal breaks) in a seven consecutive calendar day period.
5. ANAHEIM shall ensure the 4/10 work schedules are implemented in a manner that provides effective staff coverage for each day service is required to be provided to the public. The alternate work schedule shall not reduce the quality or effectiveness of customer service and service to the public.
6. Employees who perform authorized work in excess of their normal work period, regular work week, workday, or shift shall be compensated for such work at the applicable hourly rate provided in Article 40 – Overtime of the Memorandum of Understanding between the PARTIES. Specifically, an employee assigned to work a 4/10 schedule shall be eligible for overtime compensation after completing ten (10) hours of regularly scheduled work on such day.

7. As set forth in Article 33 – Holidays, if a holiday falls on the employee’s ten (10) hour workday, and the employee is not required to work, the employee will receive only eight (8) hours of holiday paid time off.
 - a. To receive full pay for the holiday, the employee shall be required to submit a request for two (2) hours of vacation or compensatory time to be charged to that day. Alternately, the employee may request, subject to management approval, authorization to make up the two (2) hours. Employees so authorized shall make up the two (2) hours by working two (2) hours in addition to their regular work shift on another day during the same FLSA work period and City pay period. The PARTIES agree that such additional hours shall not be considered overtime, and the employee shall be paid at the employee’s regular hourly rate of pay.
 - b. In the event an employee an employee does not request to make up the hours or is not authorized to make up the hours and does not have sufficient vacation time to cover the hours, or in the event the employee is not eligible for vacation, the employee shall be charged two (2) hours of authorized leave without pay (SLW).
8. Employees shall have one (1) hour deducted from their accrued sick leave, vacation, or industrial accident leave for each hour of leave taken. Employees with a regular workday of ten (10) hours shall have ten (10) hours deducted from their accrued sick leave, vacation, or industrial accident leave for each regularly scheduled working day on approved paid leave.
9. Employees may be assigned to or from the 4/10 schedule only effective at the beginning of a pay period.
10. Affected department heads shall have sole discretion to assign employees to a 4/10 schedule. The Department Head may, at any time, revoke an employee’s 4/10 schedule and such decision is not subject to a grievance or appeal.

The remainder of the Memorandum of Understanding between the PARTIES shall not be affected hereby and shall remain in full force and effect.

STAFF OFFICIALS OF THE CITY OF ANAHEIM, a Municipal Corporation

By: [Signature]

By: [Signature]

By: _____

Date: 2/27/2023

ANAHEIM MUNICIPAL EMPLOYEES ASSOCIATION, GENERAL EMPLOYEES

By: [Signature]

By: [Signature]

By: [Signature]

Date: 2/27/2023