

## LETTER OF UNDERSTANDING

Between the  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 47  
and the  
CITY OF ANAHEIM

The International Brotherhood of Electrical Workers, Local 47, (IBEW) and the City of Anaheim (ANAHEIM) have met and conferred in good faith and reached an understanding regarding terms and conditions of employment. The parties have reached an understanding to amend Article 20 of the Memorandum of Understanding as follows:

### **ARTICLE 20** **TEMPORARY UPGRADE**

- 20.1 *Temporary upgrading shall be defined as the temporary assignment of an employee to perform the work of a job class which is assigned to a salary schedule higher than his/her regular job class. Employees who are temporarily upgraded for a period of two (2) consecutive hours or more, and who are responsible for the full range duties assigned to the higher level classification, shall be compensated at the top step ("9") rate of the classification to which they are assigned for all hours worked in the higher job class.*
- 20.2 *Employees temporarily upgraded to a higher paying position in a management class shall receive a 5% increase.*
- 20.3 *Employees upgraded into Management positions listed below shall receive additional compensation equivalent to one (1) hour of double time pay for each full day of upgrade worked. Such additional compensation shall be in lieu of, and not in addition to, any upgrade premium an employee may be entitled to under any other provisions of this Article.*

*Electric Utility Inspection Supervisor*  
*Water Inspection Supervisor*  
*Electric Field Superintendent*  
*Water Field Superintendent*  
*Water Production Superintendent*  
*Water System Operations Superintendent*  
*Warehouse Manager*

*Employees upgraded to a classification listed above for less than one full day shall be paid a 5% premium in accordance with the language in Sections 20.1 and 20.2.*

- 20.34 *If any employee is temporarily assigned to perform work at a lower rated job classification, his/her rate of pay shall not be changed. Such temporary assignments of work shall be made at the discretion of ANAHEIM.*

20.45 All holiday and vacation and sick leave shall be paid at the employee's regular rate of pay.

20.76 ANAHEIM and UNION agree that parallel moves may be made within classifications in order to avoid the necessity of working an employee at a higher rated job classification.

20.67 An employee must be qualified for the higher position in order to be paid for upgrading. If not fully qualified, his/her time will be considered on-the-job training. The determination of those persons qualified to work in higher rated classifications shall be established by ANAHEIM. It is intended by both parties that lists of employees qualified for temporary upgrading shall be established and that employees selected to work temporarily at a higher rated job classification shall be selected from said lists. Assignments to higher rated classifications shall be made from lists at the sole discretion of ANAHEIM, except as provided below:

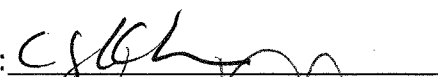
20.67.1 When a lead or supervisory position on a utility field crew is to be filled by temporary upgrade, the senior available qualified employee normally assigned to that crew shall be assigned to the upgrade.

20.67.2 Line Mechanics assigned to bucket trucks will normally not be permitted to participate in upgrade.

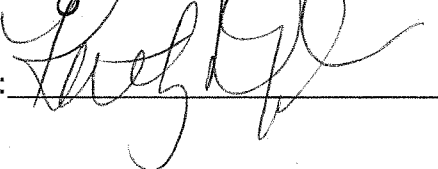
20.78 When an employee responds to an emergency call-out in an upgrade position to supervise a crew and is subsequently relieved and assigned to be a journey level worker, the employee shall remain compensated at the upgrade rate until the job is completed.

**STAFF OFFICIALS of the CITY of ANAHEIM, a Municipal Corporation**

**INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS, Local 47**

By: 

By: 

By: 

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: 2-9-2006

Dated: 2-9-06