

LETTER of UNDERSTANDING

between the

CITY of ANAHEIM

and the

INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS, Local 47

The International Brotherhood of Electrical Workers, Local 47 and the City of Anaheim, after meeting and conferring, have reached an understanding on the wages, hours and terms and other conditions of employment for employees assigned by management to work the Nine Plan, as follows:

**NINE PLAN**

1. Anaheim and the International Brotherhood of Electrical Workers, Local 47, agree that employees of the Fleet and Facility Maintenance Division may be assigned to a Nine Plan alternate work schedule in order to reduce trips to and from work. Such alternate work schedule shall not reduce service to the public.
2. **Anaheim and the International Brotherhood of Electrical Workers, Local 47, agree that employees of the Public Utilities Department may be assigned by management to a Nine Plan alternate work schedule with the concurrence of the affected employees. Consideration of a Nine plan alternate work schedule may be initiated by either management or employees. Employees may be removed from a Nine plan alternate work schedule by management at any time but shall normally be provided a minimum of two (2) weeks notice.**
3. Anaheim and the International Brotherhood of Electrical Workers, Local 47 agree that the regular work schedule for employees assigned to the Nine Plan by management shall be eight (8) nine (9) hour work days and one (1) eight (8) hour work day in each bi-weekly pay period. Such schedule shall be designed and implemented by management. A work period of seven (7) consecutive calendar days shall be assigned to each employee assigned to the

Nine Plan. An employee will be scheduled to work a regular work schedule of forty (40) hours in each work period.

4. Employees who perform authorized work in excess of the regular work day or regular workweek as defined in this Letter of Understanding and who are otherwise eligible for overtime pay shall be compensated for such work at the hourly rates provided in ARTICLE 42 (Overtime) of the Memorandum of Understanding (MOU) or other applicable Articles of the MOU. Specifically, an employee assigned to the Nine Plan with a regularly scheduled nine (9) hour work day will be eligible for overtime after nine (9) hours of regularly scheduled work on such a day.
5. Employees who do not work on the holiday or day observed in lieu of the holiday as set forth in ARTICLE 35 (Holidays) of the Memorandum of Understanding shall be required to submit a vacation request for one (1) hour for each holiday not worked.
6. Employees eligible for bereavement leave as set forth in ARTICLE 34 (Bereavement Leave) continue to be eligible for a maximum of twenty-four (24) working hours of bereavement leave with pay in the event of death of a member of the immediate family. An employee assigned to the Nine Plan and absent for three (3) working days or twenty-seven (27) working hours shall be required to submit a vacation request for three (3) hours of vacation. Employees eligible for bereavement leave as set forth in ARTICLE 34.01 of the Memorandum of Understanding shall be required to submit a vacation request for one (1) hour for each work day of bereavement leave.
7. 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 work day of nine (9) hours shall have nine (9) hours deducted from their accrued sick leave, vacation, or industrial accident leave for each regularly scheduled working day that they are on paid leave. Employees with a regular work day of eight (8) hours shall have eight (8) hours deducted from their accrued sick leave, vacation, or industrial accident leave for each regularly scheduled working day that they are on paid leave.
8. Employees may be assigned to or from the Nine Plan work schedule only effective at the beginning of a pay period.

9. The Nine Plan work schedule may continue by mutual agreement of both parties. The Nine Plan work schedule may be revoked by either party upon forty-five (45) days advance written notice to the other party.

STAFF OFFICIALS OF THE  
CITY OF ANAHEIM,  
a municipal corporation

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL NUMBER 47

BY: <u>David Hill</u>	BY: _____
BY: <u>Maurice S. Edwards</u>	BY: <u>Michael Johnson</u>
BY: <u>[Signature]</u>	BY: <u>[Signature]</u>
DATED: <u>6/22/01</u>	