

MEMORANDUM OF UNDERSTANDING

between the

ANAHEIM MUNICIPAL
EMPLOYEES ASSOCIATION
PART TIME UNIT

and the

CITY OF ANAHEIM

January 8, 2010 through July 7, 2011

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ARTICLE 1

PREAMBLE

- 1.1 The wages, hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the staff officials of the City of Anaheim (hereinafter called "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 "A".
- 1.2 The terms and conditions of employment that are set forth in the Memorandum 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 of the City Council. Upon adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without any further action by either party.

ARTICLE 2

PURPOSE

- 2.1 The objectives of the parties to this Memorandum 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 the 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, 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.

- 4.2 The wages, hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between ANAHEIM and the AMEA and shall apply to employees of ANAHEIM working in the classifications set forth in Appendix "A".

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.
- 5.2 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 agreement, 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 Anaheim 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 Anaheim City Council for determination; and AMEA shall be given the opportunity to meet with the Anaheim City Management Representative prior to submission to the Anaheim City Council for determination.
- 6.2 In cases of emergency when the Anaheim City Council determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or meeting with AMEA, the Anaheim 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 Anaheim 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 Anaheim City Management Representative shall consult in good faith with representatives of the AMEA on employer-employee relations matters which affect them, including those that are not subject to meeting and conferring.

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 AMEA members and the business manager or business representative of the AMEA may be present.
- 8.3 If the parties are not able to resolve the issues after three meetings, the issues 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 Memorandum of Understanding, such agreement shall be incorporated in a written letter of understanding, signed by the City Management Representative and AMEA representatives. The matters incorporated in the Letter of Understanding shall be presented to the City Council, or its statutory representative, for determination.

ARTICLE 9
MEET & CONFER

- 9.1 The Anaheim City Management Representative and representatives of AMEA shall have the mutual obligation personally to meet and confer in order to exchange freely 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 meeting and conferring process and the use of such impasse procedure is mutually agreed upon by the Anaheim City Management Representative and AMEA.
- 9.1.1 When the meeting and conferring process results in agreement between the Anaheim City Management Representative and AMEA such agreement shall be incorporated in a written memorandum of understanding and shall be signed by the Anaheim City Management Representative and AMEA representatives. The

matters incorporated in the memorandum shall be presented for determination to the Anaheim City Council or its statutory representative.

- 9.2 The Anaheim 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 Anaheim City Charter. The Anaheim City Management Representative shall not be required to meet and confer on Management Rights or Employee Rights as herein defined.
- 9.3 Proposed amendments to this Article are excluded from the scope of meeting and conferring.

ARTICLE 10 **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 shop stewards.
 - 10.1.1 AMEA shall in writing notify the Anaheim City Management Representative of the names and job class titles of its officers, shop stewards 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 shop steward of the 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 knowledge of 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 Anaheim business hours, a reasonable number of officers, shop stewards or other representatives 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, shop stewards and representatives of AMEA shall not leave their duty or workstation or assignment 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 rate of pay. ANAHEIM and AMEA will jointly and severally be responsible for Workers' Compensation and General Liability when such employees are off work for AMEA business at AMEA expense.
- 10.4 ANAHEIM shall furnish portions of non-electronic bulletin boards 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 ANAHEIM facilities. Such meetings shall be scheduled in accordance with regulations governing use of public meeting rooms at ANAHEIM 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 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 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
PAYROLL DEDUCTIONS

- 13.1 Deductions of authorized amounts may be made from employees' pay for the following purposes:
 - 13.1.1 Withholding Tax;
 - 13.1.2 Contributions to retirement benefits;
 - 13.1.3 Contribution to survivors' benefits;
 - 13.1.4 Payment of hospitalization and major medical insurance premium;
 - 13.1.5 Payment to or savings in Orange County's Credit Union;
 - 13.1.6 Contributions to the City Employees Annual Charities Fund Drive;
 - 13.1.7 Payment of membership dues to the Anaheim Municipal Employees' Association;
and
 - 13.1.8 Other purposes as may be authorized by the City Council.

ARTICLE 14
SALARY RELATIONSHIPS

- 14.1 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 A" reflect an agreed upon implementation plan to these salary relationships.

PARK RANGER

Senior Park Ranger 1.368 x Park Ranger

TRAFFIC CONTROL ASSISTANT

Part Time Traffic Controller 1.269 x Traffic Control Assistant

ARTICLE 15
COMPENSATION

- 15.1 Wages for the various classifications shall be set forth in Appendix "A" attached to this Memorandum and by this reference made a part hereof. The City Management Representative of ANAHEIM will not recommend any revision or modifications to this agreement without first consulting on such recommendations with the AMEA.
- 15.2 Newly hired employees shall normally be compensated at the lowest step of the salary schedule of the job class for which they were hired. ANAHEIM may hire at a higher step in the salary schedule through the "B" step without approval of the City Manager.
- 15.3 Part-time employees in classifications listed in Appendix "A" shall be eligible for consideration for merit pay increases as follows:
- 15.3.1 Those classifications assigned Salary Step Movement Code "A" shall be eligible for consideration for a merit pay increase to the next higher salary step after five hundred twenty (520) hours in a salary step.
- 15.3.2 Those classifications assigned Salary Step Movement Code "B" shall be eligible for consideration for a merit pay increase to the next higher salary step after one thousand forty (1,040) hours in salary steps "1", "2", "3", "4", "5", and "6"; and after two thousand eighty (2,080) hours in salary steps "7" and "8".
- 15.3.3 Those classifications assigned Salary Step Movement Code "C" shall be eligible for consideration for a merit pay increase to the next higher salary step after one thousand forty (1,040) hours in a salary step.
- 15.3.4 Those classifications assigned Salary Step Movement Code "D" shall be eligible for consideration for a merit pay increase to the next higher salary step after seven hundred eighty (780) hours in a salary step.
- 15.4 An incumbent employee reclassified with his/her position to a lower job class shall be placed in the step of the lower salary schedule closest to his/her rate of pay, and shall retain his/her record of step hours worked for the purpose of merit pay increases. If the 9th step of the salary schedule of the lower job class is lower than the incumbent's rate of pay, the 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 his/her job class is assigned to a salary schedule in which the 9th step is equivalent to or higher than the "Y" step, at which time the employee shall be placed in the 9th step.
- 15.5 An employee who is promoted or reclassified with his/her position 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 4% except when the 9th step of the higher salary schedule provides a pay increase of less than 4%. Consideration for merit pay increases shall be in accordance with Article 15.3 above, and shall be based on step hours worked in the higher job class.

- 15.6 An employee who is demoted for cause shall be placed in the step of the lower job that will provide a reduction in pay of not less than 4%. An employee who requests and is granted a voluntary demotion may be placed in any salary step in the new salary schedule 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 Article 15.3 above based on step hours worked in the lower job class.
- 15.7 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 his/her status of employment.

ARTICLE 16
MULTIPLE APPOINTMENTS

- 16.1 ANAHEIM and AMEA agree that employees working in classifications listed in Appendix "A" 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 or more classifications that are not within the scope of representation of the AMEA.
- 16.2 No employee shall be allowed multiple appointments to more than one (1) department, nor shall any employee be allowed multiple appointments to classifications assigned to different CalPERS retirement plans.
- 16.3 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.
- 16.4 The various terms and conditions of employment under this Memorandum of Understanding shall apply only to hours worked in a classification listed in Appendix "A", except that:
- 16.4.1 The provisions of Section 17.3.1 and 17.3.2 imposing limits on hours worked in a fiscal year shall apply to the aggregate of hours worked in all appointments.
- 16.4.2 Discipline that may be imposed on an employee who has one or more appointments to a job classification listed in Appendix "A" shall be considered a matter subject to review through the grievance procedure under this Agreement without regard to the employee's actual assignment at the time of the incident giving rise to the disciplinary action.
- 16.5 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.

- 16.6 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 as a Senior Park Ranger for all hours spent training and evaluating newly hired employees.
- 16.7 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 as a Part-Time Traffic Controller for all hours spent training and evaluating newly hired employees.

ARTICLE 17
HOURS OF WORK AND PAY DAY

- 17.1 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 17.5 below, there shall be no minimum number of hours guaranteed.
- 17.1.1 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.
- 17.2 Regular salaries and compensation of all employees shall be paid on a biweekly basis.
- 17.3 ANAHEIM has determined a need to set forth criteria for defining groups of employees engaged in limited employment who are covered by this Memorandum of Understanding between the parties. Accordingly, the following categories are hereby established.
- 17.3.1 **Part-Time Employees**: This category is limited to employees hired to work an average of less than twenty (20) hours per week on an ongoing basis (maximum hours permitted by California Public Employees' Retirement Law for exclusion from Public Employees' Retirement System membership in any fiscal year.)
- 17.3.2 **Part-Time - 30 Hour Employees**: This category is limited to those employees who on a yearly average work more than the maximum hours permitted by California Public Employees' Retirement Law for exclusion from Public Employees' Retirement System membership but less than thirty (30) hours per week on an ongoing basis (maximum 1560 hours) in any fiscal year.
- 17.4 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 and between these positions shall be made by ANAHEIM.
- 17.5 **Authorized Hours**: Employees in classifications listed in Appendix "A" 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 18
APPOINTMENTS AND PROMOTIONS

- 18.1 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.
- 18.2 Minimum standards of employment for each job class shall be recommended by the Human Resources Director and approved by the City Manager.
- 18.3 At such times as the appointing authority with concurrence of the Human Resources Director determines that it is in 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.
- 18.4 Advancement to a higher paid job class shall constitute a promotion.
- 18.5 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 19
PROBATION

- 19.1 Employees working in classifications listed in Appendix "A" shall serve a probationary period of twelve (12) months or until 1,040 hours are worked, whichever is sooner. 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.
 - 19.1.1 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.

- 19.2 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 to 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, 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.
- 19.3 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 20 **TRAINING**

- 20.1 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.
- 20.1.1 Reimbursement to employees for training costs incurred for formalized training shall be in accordance with regulations established by the City Manager.
- 20.1.2 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.
- 20.2 Employees in a classification listed in Appendix "A" shall be allowed the opportunity to enroll in an ANAHEIM sponsored training course once each calendar year. To be approved, courses must be offered through the Human Resources Department, and must be in an identified critical competency area (e.g. Interpersonal Communication, Leadership, Computer and Technology, Cross Functional Work and Teams, Critical Thinking).

ARTICLE 21 **REDUCTION IN FORCE**

- 21.1 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.
- 21.2 When notice is provided in accordance with Section 21.1 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 hire date without regard to the number of actual hours worked.

ARTICLE 22
REINSTATEMENT

- 22.1 An employee who terminates employment in good standing may be reinstated to a vacant position in his/her former job class within three (3) years of his/her termination date without re-qualifying for employment by competitive process.
- 22.1.1 An employee reinstated within thirty (30) days of his/her termination date shall be considered to have continuous service and shall not serve a new probationary period. He/she shall be placed in his/her former salary step and shall retain his/her record of step hours worked for the purpose of merit pay increases.
- 22.1.2 An employee reinstated after thirty (30) days of his/her termination date shall serve a new probationary period and shall be considered to have broken service for the purpose of merit pay increases.

ARTICLE 23
OTHER EMPLOYMENT

- 23.1 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 their other employment when he 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 24
SERVICE PINS

- 24.1 Service awards, in the form of service pins or the equivalent, shall be presented to employees in classifications listed in Appendix "A" for:

Five (5) years of service;	Twenty-five (25) years of service;
Ten (10) years of service;	Thirty (30) years of service;
Fifteen (15) years of service;	Thirty-five (35) years of service;
Twenty (20) years of service;	Forty (40) years of service.

Such a service award shall also be presented to any employee upon his/her retirement.

ARTICLE 25
BILINGUAL PAY

- 25.1 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 fifty cents (50¢) per hour in addition to their regular pay.
- 25.1.1 Effective January 9, 2009 such employees will be compensated at the rate of sixty cents (60¢) per hour in addition to their regular pay.
- 25.2 The appropriate Executive Manager shall designate which employees shall be assigned bilingual duties and which language(s) shall be eligible for bilingual pay.
- 25.3 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.
- 25.4 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 25.3 above. Employees may be required to undergo a test of continued competency, upon request of the operating department.

ARTICLE 26
PREMIUM PAY

- 26.1 Employees working in classifications listed in Appendix "A" 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 (1½) times the employee's regular hourly rate of pay.
- 26.1.1 Overtime shall be calculated to the nearest one-quarter hour of overtime worked.
- 26.1.2 All overtime must be authorized in advance by the appropriate Administrative Manager.
- 26.2 Employees working in classifications listed in Appendix "A" who perform authorized work on December 25th (Christmas Day), January 1st (New Year's Day), July 4th (Independence Day), the first Monday in September (Labor Day), the fourth Thursday in November (Thanksgiving Day), or Martin Luther King Jr's birthday shall be compensated for such work at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.
- 26.3 **Shift Premium:** Employees who work the following assigned shifts shall be compensated at the rate of twenty five cents (25¢) per hour in addition to their regular hourly rate of pay:

- 26.3.1 Part time Traffic Controllers and/or Traffic Control Assistants working the "10-8 in service" assignment shall receive shift premium for all hours worked between 2:30 pm and 12:30 am.
- 26.3.2 Park Rangers and/or Senior Park Rangers shall receive shift premium for all hours worked between 5:00 pm and 3:00 am, Saturday and Sunday. There shall be no shift premium for any hours worked Monday through Friday.
- 26.4 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.

ARTICLE 27 **STANDBY**

- 27.1 An 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.
- 27.1.1 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 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. This provision does not apply to carryovers from a single subpoena from a morning to an afternoon session.

ARTICLE 28 **DISCIPLINE**

- 28.1 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.
- 28.2 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 calendar days at any one time.
- 28.3 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.

- 28.4 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 the remedy be?"

ARTICLE 29
GRIEVANCE PROCEDURE

- 29.1 Any grievance or dispute which may arise out of the application or interpretation of the terms or conditions of this agreement, 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.
- 29.2 Before filing a formal written grievance, the employee shall attempt to resolve it by an informal conference with his or her immediate supervisor. Such discussion will occur as soon as possible, but in no event later than fourteen (14) calendar days after the occurrence of the act or omission giving rise to the grievance.
- 29.3 If not resolved in the informal process, the grievance or dispute as defined in Article 29.1 above shall be reduced to written form by AMEA and be presented to the employee's Administrative Manager within twenty (20) calendar 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, selected by AMEA, in an attempt to resolve the dispute. ANAHEIM shall issue its decision within 10 (ten) calendar days after said meeting.
- 29.4 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. In the event the parties are unable to agree upon the selection of such impartial arbitrator within ten (10) calendar days, upon request of 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.
- 29.5 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.
- 29.6 All expenses of any arbitration shall be borne equally by ANAHEIM and AMEA.
- 29.7 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 30
EMPLOYEE AVAILABILITY & LEAVES

- 30.1 ANAHEIM and AMEA agree that availability is a condition of employment. Employees in classifications listed in Appendix "A" shall be required to maintain an availability of twenty (20) hours per week, except that employees in classifications listed in Appendix "A" who are enrolled in CalPERS by virtue of their employment with ANAHEIM shall be required to maintain an availability of thirty (30) hours per week. Any employee who does not maintain his/her 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.
- 30.1.1 Employees may request, and the appropriate Executive Manager may authorize, a modified availability less than the requirements outlined above. Any employee who does not maintain his/her 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.
- 30.2 ANAHEIM and AMEA agree that employees in classifications listed in Appendix "A" of this Agreement 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 his/her 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.
- 30.3 ANAHEIM and AMEA agree that employees in classifications listed in Appendix "A" of this Agreement shall be provided unpaid leave of up to three (3) consecutive work shifts in the event of a death in their immediate family for the purpose of making funeral arrangements and/or attending funeral services. "Immediate family" for the purposes of this paragraph shall be defined as any relative by blood or marriage who is a member of the employee's household, under the same roof, and any parent, foster parent, step-parent, spouse or registered domestic partner, child, grandchild, brother, or sister of the employee, or any parent, foster parent or step-parent of the employee's spouse or registered domestic partner, regardless of residence. As used herein, "registered domestic partner" means that a Declaration of Domestic Partnership has been filed with the California Secretary of State.
- 30.4 Leaves taken under the provisions of the federal Family Medical Leave Act and/or the California Family Leave Act shall be concurrent with any leave entitlement an employee may have under the provisions of Section 30.2 above.

ARTICLE 31
MILITARY LEAVE

- 31.1 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 (Public Law 93-508).

ARTICLE 32
TRAVEL AND MILEAGE EXPENSE

- 32.1 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.
- 32.2 ANAHEIM'S Mileage Reimbursement rate will be the standard mileage rate established by the Internal Revenue Service.
- 32.3 Any increase or decrease shall be effective the first day of the second month after the date of publication by the Internal Revenue Service.

ARTICLE 33
HEALTH INSURANCE

- 33.1 Employees working in a classification listed in Appendix "A" shall be provided health insurance, through the Kaiser HMO plan offered to full-time employees, as long as they remain employed and are available to work. Employees shall become eligible for coverage on the first day of the month following completion of twenty-six (26) complete biweekly pay periods or 1,040 hours worked in a classification listed in Appendix "A," whichever is sooner.
- 33.2 ANAHEIM's monthly contribution towards an employee's purchase of the Kaiser plan shall be seventy five percent (75%) of the single party monthly premium for part time employees with two (2) or more years of employment with the City. ANAHEIM's monthly contribution towards an employee's purchase of the Kaiser plan shall be fifty percent (50%) of the single party monthly premium for part time employees with less than two (2) years of employment with the City. Employees shall pay any difference between the City's contribution and the total cost of the Kaiser plan.

ARTICLE 34
PENSIONS

- 34.1 Effective December 3, 2005, ANAHEIM shall provide Government Code §21354.5 ("2.7%@55") retirement benefits for all eligible employees. ANAHEIM shall pay 3.5% of the statutorily required 8% employee contribution on behalf of eligible employees; those employees shall pay the remaining 4.5% of the statutorily required 8% employee contribution.

ARTICLE 35
PHYSICAL EXAMINATIONS

- 35.1 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.

- 35.2 In order to be eligible for promotion or transfer to a job class in a category requiring greater physical qualification than his/her present job class, an employee must pass the appropriate physical examination.
- 35.3 Any 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 his/her department head to undergo a physical examination. Any 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.
- 35.4 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 his/her practice as defined by California State Law.
- 35.5 ANAHEIM shall pay for any physical examination required under the provisions of this ARTICLE.

ARTICLE 36
NOTIFICATION OF CONTRACTING OUT

- 36.1 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.
- 36.1.1 Such notification shall be given before the decision to contract out is made, and
- 36.1.2 AMEA will have the opportunity to comment prior to a determination by ANAHEIM to enter into contracting arrangements.

ARTICLE 37
CONSTRUCTION

- 37.1 Nothing in this Memorandum 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 Memorandum. The provisions of this Memorandum 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 38
SAVINGS CLAUSE

- 38.1 The resolution of ANAHEIM shall provide that if any provision of this Memorandum 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 Memorandum and the remainder of the resolution shall not be affected thereby, and shall remain in full force and effect.

ARTICLE 39
NO STRIKE

- 39.1 It is agreed and understood that under the terms of this Memorandum, the 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 the AMEA or by its officers, stewards, agents or unit members during the term of this Agreement.
- 39.2 AMEA recognizes the duties and obligations of its representatives to comply with the provisions of this Agreement 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 the AMEA, the AMEA agrees in good faith to take all necessary steps to cease such employee action.
- 39.3 Any 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 any employee, if the employee violates the terms of this Agreement, and/or the AMEA, if the AMEA violates this agreement.

ARTICLE 40
DURATION

40.1 This Memorandum shall be in full force and effect as of the first day of the pay period following adoption of a resolution approving this Memorandum and the terms hereof by the City Council of the City of Anaheim. The terms of this Memorandum are to remain in full force and effect until the 7th day of July, 2011.

STAFF OFFICIALS OF THE CITY OF
ANAHEIM, A Municipal Corporation

ANAHEIM PART MUNICIPAL EMPLOYEES,
PART TIME

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Dated: _____

APPENDIX "A"
SPECIAL PROVISIONS

A.1 ANAHEIM and AMEA agree that AMEA may, at its sole discretion, extend the terms and conditions of this MOU by notifying ANAHEIM of its intent prior to the expiration of the effective date of this Agreement. AMEA may, upon notification, extend the Agreement:

- From July 8, 2011 to January 5, 2012 by so notifying ANAHEIM on or before July 7, 2011.
- From January 6, 2012 to July 5, 2012 by so notifying ANAHEIM on or before January 5, 2012.
- From July 6, 2012 to January 3, 2013 by so notifying ANAHEIM on or before July 5, 2012.

A.2 Effective January 2010, employees who work eleven hundred (1100) or more hours in the prior calendar year will be given each January a lump sum "vacation payment" of one percent (1%) of their annual gross earnings (calendar year defined as the period for which wages earned are reported for tax purposes). Parties agree that this provision shall survive the term of this agreement absent mutual agreement to the contrary.

A.3 ANAHEIM shall not charge employees to replace lost or damaged proximity cards.

APPENDIX "A"
WAGES

January 8, 2010 through July 7, 2011

<u>Classification</u>	<u>Step Code</u>	<u>Minimum Hours</u>	<u>Schedule/Steps</u>	<u>Hourly Rates</u>
Park Ranger	A	3	1367 4 - 9	\$10.71 - \$13.67
Senior Park Ranger	A	3	1870 4 - 9	\$14.65 - \$18.70
Traffic Control Assistant	A	3	1470 7 - 9	\$13.33- \$14.70
Part Time Traffic Controller	A	3	1865 4 - 9	\$14.61 - \$18.65