

MEMORANDUM OF UNDERSTANDING

between the

INTERNATIONAL BROTHERHOOD of

ELECTRICAL WORKERS, LOCAL 47

representing the

ANAHEIM PART-TIME CUSTOMER SERVICE

EMPLOYEES

and the

CITY OF ANAHEIM

January 8, 2010 through January 6, 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 International Brotherhood of Electrical Workers, Local 47, AFL-CIO, (hereinafter called "UNION") representing the Anaheim Part-Time Customer Service Employees bargaining unit working in the classifications set forth in Appendix "A".
- 1.2 The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between the staff officials of ANAHEIM and the UNION. The UNION agrees to recommend acceptance by its members of all of the terms and conditions of employment as set forth herein. 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 the 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
UNION RECOGNITION

- 2.1 ANAHEIM hereby recognizes the UNION as the bargaining representative for all its members to the fullest extent allowable under California law applying to public employees.

ARTICLE 3
UNION ORGANIZATION

- 3.1 The UNION representatives are those elected or appointed in accordance with the constitution and bylaws of the UNION. ANAHEIM recognizes the UNION's right to appoint shop stewards.

- 3.1.1 UNION 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.
 - 3.1.2 An employee elected or appointed as an officer or shop steward of the UNION shall be required to work as scheduled in their respective job class and shall not interrupt the work of other employees.
- 3.2 UNION officers and representatives (subject to the provisions of ARTICLE 2 - UNION 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.
 - 3.2.1 UNION officers and representatives shall not enter any work location without the knowledge of the department head, division head or other appropriate manager or supervisor.
 - 3.2.2 Solicitation of membership and all activities concerned with the internal management of the UNION, 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.
- 3.3 In the event that UNION is formally meeting and conferring with representatives of ANAHEIM on matters within the scope of representation during regular Anaheim business hours, up to three (3) officers, shop stewards or other representatives of UNION 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.
 - 3.3.1 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.

- 3.3.2 Officers, shop stewards and representatives of UNION shall not leave their duty or workstation or assignment without the knowledge of the department head, division head or other appropriate manager or supervisor.
- 3.3.3 ANAHEIM will pay employees who are released from work for UNION business at UNION expense and will bill the UNION at the employee's regular rate of pay. ANAHEIM and UNION will jointly and severally be responsible for Workers' Compensation and General Liability when such employees are off work for UNION business at UNION expense.
- 3.4 ANAHEIM shall furnish portions of non-electronic bulletin boards at mutually agreeable, specific locations for the purpose of posting notices pertaining to UNION business, and shall determine what reasonable portion of bulletin boards are to be allocated to UNION.
 - 3.4.1 All posted materials must be dated and must identify the UNION. If UNION does not abide by these provisions it will forfeit its right to have materials posted on ANAHEIM's bulletin boards.
- 3.5 ANAHEIM shall allow UNION 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 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/her exercise of these rights.

ARTICLE 5
MANAGEMENT RIGHTS

- 5.1 Management retains all of its powers and authority to direct, manage and control to the full extent of the law. 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 for 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 foregoing 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 the UNION affected, 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 the UNION 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 the UNION, 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 the UNION, 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 UNION on employer-employee relations matters which affect them, including those that are not subject to meeting and conferring.

ARTICLE 8
MEET AND CONFER

- 8.1 The Anaheim City Management Representative and representatives of UNION 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 the UNION.
- 8.1.1 When the meeting and conferring process results in agreement between the Anaheim City Management Representative and the UNION such agreement shall be incorporated in a written Memorandum of Understanding and shall be signed by the Anaheim City Management Representative and UNION representatives. The matters incorporated in the Memorandum shall be presented for determination to the Anaheim City Council or its statutory representative.

- 8.2 The Anaheim City Management Representative shall not be required to meet and confer in good faith on any subject pre-empted 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.
- 8.3 Proposed amendments to this ARTICLE are excluded from the scope of meeting and conferring.

ARTICLE 9
CHECK-OFF

- 9.1 ANAHEIM agrees to Check-Off for the payment of the regular monthly UNION dues and the regular UNION initiation fee, and to deduct such payments from the wages of all UNION members and employees when authorized to do so by said members and employees, and remit such payments to the UNION in accordance with the terms of signed authorizations of such members and employees. The deduction of such dues and initiation fees, the remittal of same by ANAHEIM to the UNION, shall constitute payment of said dues and initiation fees by such members and employees of the UNION.

ARTICLE 10
COMPENSATION

- 10.1 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 Anaheim City Management Representative will not recommend any revision or modifications to this Memorandum without first consulting on such recommendations with the UNION.
- 10.1.1 The Parties acknowledge that ANAHEIM intends to base future negotiating strategies upon the principle of differential adjustments and the UNION will maintain its position of across-the-board, non differential bargaining.
- 10.2 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 6th step without approval of the City Manager.

10.3 Part-Time Employees in job classes listed in Appendix "A" shall be eligible for consideration for merit pay increases as follows:

- To the 4th step of the salary schedule after completion of 1040 work hours in the 3rd step.
- To the 5th step of the salary schedule after completion of 1040 work hours in the 4th step.
- To the 6th step of the salary schedule after completion of 1040 work hours in the 5th step.
- To the 7th step of the salary schedule after completion of 1040 work hours in the 6th step.
- To the 8th step of the salary schedule after completion of 1040 work hours in the 7th step.
- To the 9th step of the salary schedule after completion of 1040 work hours in the 8th step.

10.4 A part-time employee who is promoted or reclassified with their position to a higher part-time 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:

10.4.1 If the 9th step of the higher salary schedule provides a pay increase of less than 4%, the employee shall go to the 9th step.

10.4.2 When the lowest step of the higher salary schedule is greater than 4%, the employee shall go to the lowest step of the higher salary schedule.

10.5 An incumbent employee reclassified with their position to a lower job class shall be placed in the step of the lower salary schedule closest to the employee's rate of pay without providing an increase.

10.6 When more than one (1) personnel action involving changes in a part-time employee's salary step status become effective on the same day, all such changes shall be in accordance with the provisions of the preceding sections of this ARTICLE, and shall take place in the following order of precedence:

(1) Adjustment to the same salary step in a newly authorized salary schedule.

(2) Merit pay advancement or reduction in salary step.

(3) Promotion, demotion or reclassification.

ARTICLE 11
HOURS OF WORK AND PAY DAY

11.1 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. There shall be no minimum number of hours guaranteed.

11.2 Regular salaries and compensation of all employees shall be paid on a biweekly basis.

11.3 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.

11.3.1 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).

11.3.2 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.

11.3.3 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.

ARTICLE 12 PREMIUM PAY

12.1 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.

12.1.2 Overtime shall be calculated to the nearest one-quarter (¼) hour of overtime worked.

12.1.3 All overtime must be authorized in advance by the appropriate Administrative Manager.

12.1.4 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 13 BILINGUAL PAY

13.1 Employees required to speak, read and/or write in Spanish or other languages 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.

13.2 The appropriate Executive Manager shall designate which employees shall be assigned bilingual duties and which language(s) shall be eligible for bilingual pay.

- 13.3 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.
- 13.4 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 Section 13.3 above. Employees may be required to undergo a test of continued competency, upon request of the operating department.

ARTICLE 14
VACATION BENEFIT

- 14.1 Effective January 2000, employees who worked one thousand eighty (1080) or more hours in calendar year 1999 will be given a lump sum payment of one percent (1%) of their gross earnings (calendar year defined as the period for which wages earned are reported for tax purposes). The lump sum payment shall be made during the first pay period following approval of the Memorandum of Understanding by the City Council.
- 14.1.1 Effective January 2001 employees who work eleven hundred (1100) or more hours in the previous calendar year will be given a lump sum payment of two percent (2%) of their gross earnings.
- 14.1.2 Effective January 2002 employees who work eleven hundred (1100) or more hours in the previous calendar year will be given a lump sum payment of three percent (3%) of their gross earnings.

ARTICLE 15
GENERAL

- 15.1 It is hereby the declared personnel policy of ANAHEIM that:

- 15.1.1 Tenure of employees shall be subject to good behavior, satisfactory work performance, necessity for the performance of work, and the availability of funds;
 - 15.1.2 Employment shall be based on merit and fitness, free of personal and political considerations;
 - 15.1.3 Appointments, promotions and other actions requiring the application of the merit principle shall be based on systematic tests and/or evaluations;
 - 15.1.4 Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis.
- 15.2 Job Flyers regarding classifications represented by UNION shall be sent to UNION during recruitment periods. UNION shall refer such skilled and experienced personnel to ANAHEIM for necessary testing.
- 15.3 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 union or non-union 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 16
APPOINTMENTS AND PROMOTIONS

- 16.1 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 that in the opinion of the Human Resources Director will test fairly the qualifications of candidates.
- 16.1.1 Notwithstanding the above, vacant full-time positions in the classified service which would otherwise be filled by open recruitment may be filled by

appointing part-time employees currently employed in classifications listed in Appendix "A" for which there are full-time equivalent classifications.

- 16.2 Appropriate consideration shall be given to promotional candidates' qualifications, record of work performance and seniority, in that order.
- 16.3 Candidates who qualify for part-time employment or promotion shall be placed on an eligibility list for the appropriate part-time job class. Advancement to a higher paid job class shall constitute a promotion.

ARTICLE 17
ELIGIBILITY LISTS

- 17.1 Eligibility lists shall be created in accordance with provisions of ARTICLE 16-APPOINTMENTS AND PROMOTIONS.
- 17.2 Eligibility lists may contain the names of one or more persons eligible for employment and shall remain in effect for a period of one (1) year or until depleted. Lists containing less than three (3) names may be considered depleted.
 - 17.2.1 Non-depleted lists may be extended by the Human Resources Director for a period not to exceed one (1) additional year.
 - 17.2.2 The appropriate Executive Manager, with the concurrence of the Human Resources Director, may order names removed from an eligibility list for good and sufficient reasons, and the employee so removed shall be given written notice.

ARTICLE 18
PROBATION

- 18.1 Employees working in classifications listed in Appendix "A" shall serve a probationary period of twenty-six (26) complete biweekly pay periods or until 1040 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.

18.1.1 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.

18.2 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 probationary employees is found to be below standards to the Public Utilities 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.

18.2.1 Employees serving a probationary period as the result of a promotion or transfer may be returned to their former position if they are rejected or laid off during the probationary period. If not returned to their former position they shall be separated from employment with ANAHEIM.

ARTICLE 19 DISCIPLINE

19.1 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.

19.2 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 (30) calendar days at any one time.

- 19.3 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.

ARTICLE 20
LAYOFF AND REINSTATEMENT

- 20.1 Layoff for lack of work, lack of funds, or other legitimate business reasons shall be on the basis of record of work performance and department seniority, in that order.

20.1.1 Employees who are laid off and who terminate employment in good standing may seek reinstatement in accordance with the following provisions:

20.1.1.1 At the time of layoff, an employee may complete and submit to the Human Resources Department an interest card for the classification from which the employee was laid off. The employee shall be responsible for submitting a new interest card to the Human Resources Department in the event of a change of address.

20.1.1.2 The interest card will be retained for one (1) calendar year from the date of layoff. Prior to any recruitment being conducted, the interest card on file will be mailed to the employee. An employee who responds within the indicated deadline may be considered for reinstatement without going through the formal recruitment process.

20.1.1.3 If more than one (1) employee responds, selection for reinstatement will normally be determined on the basis of record of work performance and department seniority, in that order.

- 20.2 A part-time employee who terminates employment in good standing may be reinstated to a part-time position in the employee's former job class within three (3) years of the employee's termination date without going through the competitive processes.
- 20.2.1 A part-time employee who is reinstated after thirty calendar days shall be considered to have broken service.
- 20.2.2 If the employee is reinstated within thirty (30) calendar days the employee shall be considered as having continuous service and shall therefore retain eligibility for any benefits provided under this Agreement. The employee shall be placed in his/her former salary step and shall be credited with prior step hours worked for purposes of merit pay increases.
- 20.3 A part-time employee may be reinstated under the provisions of the City's Vocational Rehabilitation Administrative Regulation to any part-time position for which the City has budgeted work hours, provided the employee meets the minimum qualifications.

ARTICLE 21
LEAVE

- 21.1 Regular and predictable attendance are an expectation of employment. Employees shall be granted leave for the following reasons:
- 21.1.1 At the time a death occurs of an immediate or other family member, in order to make burial arrangements and/or to attend funeral or memorial services.
- 21.1.2 In the event an employee is duly summoned to any court for the purpose of performing jury duty, provided the employee submits documentation from the court for such duty performed.
- 21.1.3 Whenever an employee is duly summoned to appear as a witness in a legal proceeding, provided the employee provides documentation of such summons.
- 21.1.4 Enforced quarantine of the employee in accordance with community health regulations.

- 21.1.5 Temporary disabilities caused by pregnancy and childbirth.
- 21.1.6 Summons to military duty provided the employee provides documentation of such summons.
- 21.1.7 Illness of the employee or a member of the employee's immediate family, or physical incapacity of the employee due to illness or injury. Employees may be required to submit proof of such illness and/or incapacity.
- 21.2 Employees may be granted leave for reasons other than those listed in Section 21.1 above. Such leaves shall be scheduled and taken in accordance with the best interests of ANAHEIM and the department or division in which the employee is employed.
- 21.3 Employees on leave as defined in Sections 21.1 and 21.2 above shall receive no compensation while on such leave, except that employees summoned to military duty shall be compensated in accordance with provisions of the Military and Veterans Code of the State of California and with Federal law.
- 21.4 An employee returning to work from leave shall be placed in the same salary step the employee was in prior to such leave.

ARTICLE 22
MILITARY LEAVE

- 22.1 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 Federal law.

ARTICLE 23
METER READER RULES

- 23.1 An employee working in the classification of part-time meter reader shall receive one (1) hour of regular pay for each 1.0 units of meter book value completed. 1.0 units = 54 minutes. If an employee exceeds 40 units in a workweek the employee shall receive overtime pay in accordance with ARTICLE 12-PREMIUM PAY.

ARTICLE 24
TRAVEL AND MILEAGE EXPENSE

- 24.1 Travel expense allowance for employees while on City business shall be provided in accordance with regulations established by the Anaheim City Manager and/or the Anaheim City Council.
- 24.2 ANAHEIM's mileage reimbursement rates will be the standard mileage rate established by the Internal Revenue Service. 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 25
FITNESS FOR DUTY

- 25.1 ANAHEIM and UNION are committed to maintenance of a safe workplace. Employees are individually responsible and accountable for their personal fitness for duty and shall not report to duty while "unfit" to safely perform assigned duties.

ARTICLE 26
GRIEVANCE PROCEDURE

- 26.1 Any grievance or dispute which may arise out of the application or interpretation of the terms or conditions of this agreement, as alleged by the UNION, 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.
- 26.2 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 ten (10) calendar days after the occurrence of the act or omission giving rise to the grievance.
- 26.3 If not resolved in the informal process, the grievance or dispute as defined in Section 26.1 above shall be reduced to written form by the UNION and be presented to the Public Utilities Department's authorized representative with twenty (20) calendar days of the date of the alleged occurrence or dispute. Thereafter, a representative

of ANAHEIM, selected by the latter, shall meet within ten (10) calendar days of the receipt of the written grievance with an authorized agent of the UNION, selected by the UNION, in an attempt to resolve the dispute. The Public Utilities Department's representative shall deliver his or her decision within ten (10) calendar days after said meeting.

26.4 In the event that the parties cannot resolve the dispute to the parties' satisfaction (i.e., ANAHEIM and/or UNION), 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.

26.4.1 ANAHEIM and UNION agree to stipulate to the following submission language when a dismissal is submitted to an impartial arbitrator: "Was (name of employee) dismissed for good and sufficient cause? If not, what shall the remedy be?"

26.4.2 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.

26.4.3 All expenses of any arbitration shall be borne equally by ANAHEIM and the UNION.

26.5 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 27
HEALTH INSURANCE

- 27.1 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 until 1040 hours are worked in a classification listed in Appendix "A," whichever is sooner.
- 27.2 ANAHEIM's maximum contribution towards an employee's purchase of the Kaiser plan (employee only) is as follows:
- | | |
|------------------------------|-----|
| 0-2 years employment | 50% |
| More than 2 years employment | 75% |

ARTICLE 28
PHYSICAL EXAMINATIONS

- 28.1 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.
- 28.2 In order to be eligible for promotion or transfer to a job class in a category requiring greater physical qualification than the employee's present job class, the employee must pass the appropriate physical examination.
- 28.3 An employee who returns to work after an absence in excess of eight (8) calendar days due to illness or physical incapacity may be required by the appropriate Executive Manager, with the concurrence of the Human Resources Director to undergo a physical examination.
- 28.3.1 Except as otherwise provided by law, an employee who fails to pass said required physical examination may be transferred or demoted to a position requiring lesser physical qualifications, or separated from City service.

Employees enrolled in the Public Employees' Retirement System may also be recommended for disability retirement.

28.4 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.

28.4.1 Exceptions to the provisions of Section 28.4 above may be made only in the case of out-of-state candidates for employment. In such cases, the physician performing the examination may be a physician licensed by the state in which the candidate resides.

28.5 ANAHEIM shall pay for any physical examination required under the provisions of this ARTICLE.

ARTICLE 29
CONSTRUCTION

29.1 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 30
SAVINGS CLAUSE

30.1 The resolution of ANAHEIM shall provide that if any provision of this Memorandum or the resolution is at anytime, 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 31
NO STRIKE

- 31.1 It is agreed and understood that under the terms of this Memorandum, the UNION 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 UNION or by its officers, stewards, agents or unit members during the term of this Agreement.
- 31.2 UNION 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 UNION, the UNION agrees in good faith to take all necessary steps to cease such employee action.
- 31.3 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 UNION, if the UNION violates this agreement.

ARTICLE 32
AGENCY SHOP

- 32.1 Agency shop as used in this herein means an organizational security agreement as defined in Government Code Section 3502.5.
- 32.2 Each employee hired on or after September 15, 2009 shall be required as a condition of employment, within forty-five (45) days of his or her appointment date, to become a member of the UNION and maintain his or her membership in accordance with the Constitution and bylaws, or pay an agency service fee set by UNION in an amount not to exceed the amount of the monthly dues and per capita fees required of BA members in their base wage rate, and in accordance with the requirements of Government Code Section 3502.5 and applicable law. The charitable organizations exempt from taxation under 501(c) (3) of the Internal Revenue Code to which an employee qualifying for an exemption on religious grounds may contribute in lieu of

agency service fees shall be the American Cancer Society, the American Heart Association, and the American Lung Association.

- 32.3 Any employee of Anaheim employed in a classification listed in Appendix "A" on September 14, 2009 who is not a member of UNION is exempt from the provisions of this ARTICLE, unless and until such employee later voluntarily becomes a member of the UNION or elects to pay the agency service fee. Any employee who would otherwise be exempt from the provisions of this ARTICLE who voluntarily becomes a member of the UNION or elects to pay the agency service fee shall lose his or her exemption, and shall be required, as a condition of employment, to maintain his or her UNION membership, or pay the agency service fee set by UNION.
- 32.4 UNION shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the UNION's determinations of the amounts chargeable and appropriate escrow provisions to hold contested amounts while the challenges are underway.
- 32.5 ANAHEIM shall upon receipt of notice from the UNION process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to UNION.
- 32.6 UNION agrees to fully indemnify and defend ANAHEIM and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly out of any action taken or not taken by or on behalf of ANAHEIM under this ARTICLE.

ARTICLE 33
DURATION

33.1 The terms of this Memorandum are to remain in full force and effect until the 6th day of January, 2011, unless extended by the UNION as authorized by Section A.1 of APPENDIX "A" SPECIAL PROVISIONS of this Memorandum. Upon adoption of a resolution approving this Memorandum and the terms hereof by the City Council of the City of Anaheim, this Memorandum shall be in full force and effect.

STAFF OFFICIALS of the CITY OF ANAHEIM,
a Municipal Corporation

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 47,
representing the Anaheim Part-Time Customer Service Employees

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Dated: _____

By: _____

Dated: _____

APPENDIX "A"
SPECIAL PROVISIONS

A.1 ANAHEIM and UNION agree that UNION 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 the Agreement. UNION may, upon notification, extend the Agreement:

- From January 7, 2011 to July 6, 2011 by so notifying ANAHEIM on or before January 6, 2011.
- From July 7, 2011 to January 4, 2012 by so notifying ANAHEIM on or before July 6, 2011.
- From January 5, 2012 to July 5, 2012 by so notifying ANAHEIM on or before January 4, 2012.
- From July 6, 2012 to January 2, 2013 by so notifying ANAHEIM on or before July 5, 2012.

ANAHEIM and UNION further agree that the phrase "term of this Agreement" for the purpose of A.1 of Appendix "A" SPECIAL PROVISIONS includes any extensions that the UNION may elect as described above.

APPENDIX "A"
WAGES

January 8, 2010, through January 6, 2011

Classification	Schedule/Steps	Hourly Rates
Part-Time Public Utilities Customer Service Representative I	2057 4 - 9	\$16.91 — \$20.57
Part-Time Public Utilities Customer Service Representative II	2420 4 - 9	\$19.89 — \$24.20
Part-Time Public Utilities Customer Service Representative III	2541 4 - 9	\$20.89 — \$25.41
Part-Time Meter Reader	2430 3 - 9	\$19.20 — \$24.30
Part-Time Utilities Service Representative	2721 4 - 9	\$22.36 — \$27.21