

MEMORANDUM OF UNDERSTANDING

between the

SERVICE EMPLOYEES' INTERNATIONAL UNION, UNITED
SERVICE WORKERS WEST

and the
CITY OF ANAHEIM

January 5, 2021 through January 6, 2022

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE.....	4
ARTICLE 2 – UNION RECOGNITION.....	4
ARTICLE 3 – DISCUSSION	4
ARTICLE 4 – HIRING AND EMPLOYMENT OF EMPLOYEES WORKING IN THE CONVENTION, SPORTS AND ENTERTAINMENT DEPARTMENT	5
ARTICLE 5 – CHECK-OFF	8
ARTICLE 6 – ADMINISTRATION	8
ARTICLE 7 – CLASSIFICATIONS, WAGES AND HOURS	9
ARTICLE 8 – PREMIUM PAY	10
ARTICLE 9 – BILINGUAL PAY	11
ARTICLE 10 – HEALTH & WELFARE	11
ARTICLE 11 – VACATION BENEFIT.....	12
ARTICLE 12 – WORKING CONDITIONS	12
ARTICLE 13 – EMPLOYEE AVAILIBTY AND LEAVES.....	12
ARTICLE 14 – MILITARY LEAVE	13
ARTICLE 15 – DRUG AND ALCOHOL TESTING BASED ON REASONABLE SUSPICION.	14
ARTICLE 16 – DISCIPLINE	16
ARTICLE 17 – INVESTIGATIONS	17
ARTICLE 18 – GRIEVANCE PROCEDURE	17
ARTICLE 19 – EMPLOYEE-EMPLOYER COMMITTEE	19
ARTICLE 20 – WORK ASSIGNMENT	19
ARTICLE 21 – REDUCTION IN FORCE.....	20
ARTICLE 22 – REINSTATEMENT	20
ARTICLE 23 – NO STRIKE	20

ARTICLE 24 – SAVINGS CLAUSE20

ARTICLE 25 – DURATION21

APPENDIX “A” – WAGES22

APPENDIX “B” – HEALTH INSURANCE24

ARTICLE 1 – PREAMBLE

- 1.1 The wages, hours, and terms and conditions of employment that are set forth in this Memorandum of Understanding (“MOU”) have been discussed and jointly proposed by and between the staff officials of the City of Anaheim (hereinafter “ANAHEIM”) and the Service Employees’ International Union, United Service Workers West (hereinafter “UNION”) affiliated with the Service Employees’ International Union, Change to Win, and shall apply to all the employees of ANAHEIM working in the classifications set forth in Appendix “A” at the sporting and all other events at the Anaheim Convention Center in Anaheim, California.
- 1.2 The terms and conditions of employment that are set forth in this MOU have been discussed in good faith between the staff officials of ANAHEIM and the UNION 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 by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this MOU shall become effective without any further action by either party.

ARTICLE 2 – UNION RECOGNITION

- 2.1 ANAHEIM hereby recognizes the UNION as the collective bargaining representative for all its members and the collective bargaining agency concerning the wages, hours, and working conditions of employees working at the Anaheim Convention Center in the classifications that are set forth in Appendix “A”, to the fullest extent allowable under California law applying to public employees. As public employees, such employees covered herein shall have the right to discuss individual problems of employment with ANAHEIM, provided that upon request of the employee, the UNION shall be kept fully informed and have the right to be present at all such meetings between ANAHEIM and the individual. In the event a grievance with an employee involves the interpretation of the MOU, ANAHEIM agrees to inform the UNION and the UNION shall have the right to be present and participate in any meetings or resolution of such a grievance.

ARTICLE 3 – DISCUSSION

- 3.1 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 the UNION or ANAHEIM at either party’s request.
- 3.2 If the discussion process results in an agreement between the City Management Representative and UNION to amend this MOU, such agreement shall be incorporated in a written Letter of Understanding, signed by the City Management Representative and UNION representatives. The matters incorporated in the Letter of Understanding shall be presented to the City Council, or its statutory representative, for determination.

- 3.3 If the parties are not able to resolve the issue after three (3) meetings, the issue will be considered dropped, unless both parties agree to meet additional times.

ARTICLE 4 – HIRING AND EMPLOYMENT OF EMPLOYEES WORKING IN THE CONVENTION, SPORTS AND ENTERTAINMENT DEPARTMENT

- 4.1 Job bulletins regarding classifications represented by the UNION shall be sent to the UNION during recruitment periods.
- 4.2 ANAHEIM shall be the sole judge of the testing, qualification, and acceptance procedures of all applicants for employment and promotion. ANAHEIM retains the right to reject any applicant for employment, provided, however, that no test or qualification procedures utilized by ANAHEIM or refusal to accept for employment shall be done to discriminate for or against because of union or non-union membership or because of race, color, creed, national origin, religious or political affiliation or belief, gender, age, sexual orientation, or physical disability, except where age or lack of physical disability is a bona fide occupational qualification.
- 4.3 During the calendar year all employees in the classifications listed in Appendix “A” shall designate the jobs they wish to be considered for as openings occur as follows.
- Anaheim Convention Center (Maintenance) – Bulletin Board posting.
 - Anaheim Convention Center (Crowd Control) – Bulletin Board posting.

Placement in these jobs shall be in accordance with ARTICLE 20 – WORK ASSIGNMENT.

- 4.4 ANAHEIM agrees to furnish the UNION upon request a list of all persons hired for events at the Convention Center.
- 4.5 Employees hired in classifications listed in Appendix “A” of this agreement shall be subject to a period of probation consisting of one (1) year.
- 4.5.1 An employee’s probationary status may be extended beyond the regular probationary period by providing the employee advanced written notice.
- 4.5.2 Upon successful completion of a probationary period, an employee shall be granted regular status in the classification in which the probationary period is served.
- 4.6 The work and conduct of a probationary employee shall be subject to close scrutiny and evaluation and, if found to be below standards satisfactory to the Convention, Sports and Entertainment Department, the probationer may be rejected 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.

- 4.6.1 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.
- 4.7 ANAHEIM has determined that the size and operation of the Convention Center has developed to the point that there is a need to set forth criteria for defining groups of employees engaged in limited employment who are covered by the MOU between the parties. Accordingly, the following categories are hereby established.
- 4.7.1 Categories
- 4.7.1.1 Event 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 in any fiscal year.
- 4.7.1.2 Regular Part-Time Employees – this category is limited to those employees who work up to thirty (30) hours per week on an ongoing basis (maximum one thousand five hundred sixty (1560) hours in any fiscal year).
- 4.7.2 The number of positions in each category shall vary in accordance with ANAHEIM’s requirements and shall be established by ANAHEIM.
- 4.7.3 Assignment of personnel to these positions and between these positions shall be made by ANAHEIM in accordance with ARTICLE 20.1.2.
- 4.7.4 Employees working in limited employment categories set forth in ARTICLE 4.7.1 are not entitled to any of ANAHEIM’s benefit plans except as set forth in ARTICLE 11 – VACATION BENEFIT, Appendix B – Health Insurance, and ARTICLE 4.8 – DEFINED CONTRIBUTION RETIREMENT PLAN provided, however, that employees assigned under the provisions of ARTICLE 4.7.1.2 shall be enrolled in the Public Employees Retirement System (PERS) covering Miscellaneous Employees of ANAHEIM.
- 4.7.5 Employees hired or assigned to positions defined in ARTICLE 4.7.1.2 shall pay the statutorily required eight percent (8%) employee contribution, plus an additional four percent (4%). The additional contribution shall be designated as “cost share” contributions under California Government Code Section 20516(f).
- 4.7.6 Pursuant to the California Public Employees’ Pension Reform Act of 2013, new employees, working in the classifications set forth in Appendix “A,” hired on or after January 1, 2013, shall be enrolled in the Public Employees Retirement defined benefit plan of two percent at sixty-two (2% @ 62) with a

final compensation measurement period of the average of three (3) consecutive years and the employee paying at least fifty percent (50%) of normal costs, rounded to the nearest quarter of one percent (1%).

4.7.6.1 ANAHEIM and UNION agree that any provisions of ARTICLE 4.7.9, as amended herein, that are contrary to or inconsistent with the lawful provisions of the Act shall be modified so as to cause them to be consistent with those lawful provisions through a Letter of Understanding that amends the MOU, as amended herein, and incorporated with this MOU.

4.8 Defined Contribution Retirement Plan

- 4.8.1 ANAHEIM and the UNION agree that ANAHEIM shall adopt a 457 deferred compensation plan as the vehicle for a permitted defined contribution retirement plan for eligible employees.
- 4.8.2 ANAHEIM and the UNION agree that mandatory participation in the 457 plan is required by all employees in ARTICLE 4.7.1.1 Event Part-Time Employees.
- 4.8.3 ANAHEIM and the UNION agree that employees in ARTICLE 4.7.1.2 (Regular Part-Time Employees) are not eligible to participate in the mandatory 457 plan.
- 4.8.4 ANAHEIM and the UNION agree that employee contribution to the 457 plan will be seven and one-half percent (7.5%) of bi-weekly gross pay.
- 4.8.5 ANAHEIM and the UNION agree that ANAHEIM shall select a single financial institution as the depository for the Convention Center Part-Time Employees Retirement Account and that all contributions to this mandatory program will be separately accounted for.
- 4.8.6 ANAHEIM and the UNION agree that employees will be fully vested in the benefit (at the time of initial contributions).
- 4.8.7 ANAHEIM agrees that it will develop and adopt such amendments to the 457 plan as are necessary to ensure compliance with Internal Revenue Service regulations and rulings at such time as they are issued.
- 4.8.8 Either ANAHEIM or the UNION may, at its sole discretion, terminate ARTICLE 4.8 upon ninety (90) day notice to the other party. The parties acknowledge that termination of ARTICLE 4.8 would result in the implementation of Social Security payments by the employee and the employer as required by Internal Revenue Code section 3121(b)(7)(F).
- 4.9 When a regular part-time assignment under the provisions of ARTICLE 4.7.1.2 becomes available, ANAHEIM shall post the assignment for a minimum of fourteen (14) days. Selection to regular part-time positions will be pursuant to ARTICLE 20 -

WORK ASSIGNMENT. The City agrees that employees assigned under the provisions of ARTICLE 4.7.1.2 shall be enrolled in PERS.

ARTICLE 5 – CHECK-OFF

- 5.1 ANAHEIM agrees to a check-off for the payment of the regular monthly UNION dues and the regular UNION initiation fee or service charges, and to deduct such payments for 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 or service charges by ANAHEIM, the remittal of same by ANAHEIM to the UNION, shall constitute payment of said dues and initiation fees or service charges by such members and employees of the UNION.
- 5.2 When employee orientations and/or Anaheim Way orientations are held for employees, the UNION shall be notified one (1) week in advance and shall be permitted to make a presentation on Union representation prior to the scheduled starting time and/or following the conclusion of the orientation meeting.

ARTICLE 6 – ADMINISTRATION

- 6.1 UNION representatives shall be permitted to visit the operations covered herein and shall be permitted to be present during line-ups for the purpose of observing conditions under which employees are working, provided such visit shall not interrupt the work of such employees.
- 6.2 ANAHEIM recognizes the employees' and the UNION's right to elect or appoint shop stewards. The UNION agrees to notify ANAHEIM, in writing, as to such shop steward's identity and of subsequent elections or appointments, if any. The parties agree that employees elected or appointed as shop stewards for and by the UNION shall, nevertheless, be required to and shall work their full, scheduled work hours in their respective classifications. It is further agreed that employees appointed shop stewards by the UNION shall not be discriminated against in work assignments because of such appointment.
 - 6.2.1 Solicitation of membership and all activities concerned with the internal management of 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, except during breaks, meal periods, or pre and post shift.
- 6.3 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, a reasonable number of officers, shop stewards, or other representatives of UNION shall be paid their regular hourly rates of pay when they are attending the meet and confer sessions for any hours for which they were scheduled to work.

- 6.4 ANAHEIM will pay employees who are released from work for UNION business at UNION request and will bill 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.
- 6.5 ANAHEIM shall furnish bulletin board space at each facility at a mutually agreeable, specific location for the purpose of posting notices pertaining to UNION business.
- 6.6 ANAHEIM shall furnish the UNION a list of all employees in classifications listed in Appendix "A", including date of hire upon UNION's request.
- 6.7 ANAHEIM and UNION acknowledge their mutual interest in the success of the Anaheim Convention Center Labor/Management Committee ("LMC"), and that success of the LMC depends, in large part, on active participation by employees. ANAHEIM agrees to pay up to two (2) employees at their regular hourly rates of pay when they are attending regular LMC meetings. UNION agrees that time spent outside of scheduled work hours researching LMC issues or otherwise conducting LMC-related business shall be voluntary and unpaid.

ARTICLE 7 – CLASSIFICATIONS, WAGES AND HOURS

- 7.1 Wages and hours for the various classifications shall be as set forth in Appendix "A", attached to this MOU and by this reference made a part hereof.
- 7.2 Newly hired employees shall be compensated at the lowest step of the salary schedule of the job class for which they were hired.
- 7.3 Employees in job classifications listed in Appendix "A" shall be eligible for consideration for merit pay increases as follows:
 - 7.3.1 To the ninth (9th) step of the salary schedule after completion of one thousand forty (1,040) hours worked in the eighth (8th) step.
 - 7.3.2 To the tenth (10th) step of the salary schedule after completion of one thousand forty (1,040) hours worked in the ninth (9th) step.
 - 7.3.3 Merit pay increases may be denied by the employee's department manager for good and sufficient reasons. Employees shall be given written notice of the basis for denial of a merit pay increase, and such denial shall be subject to review through the grievance procedure.
 - 7.3.4 An employee who performs work in a job classification listed in Appendix "A" as a secondary classification, shall be paid at the salary step in the secondary classification equivalent to the salary step the employee receives in his/her primary classification.

- 7.4 Employees working in a classification listed in Appendix “A” shall be paid the applicable hourly rate for all hours worked with a four (4) hour guaranteed minimum per event. Said work period is not restricted to any specific hours, but shall be required by ANAHEIM for each event. Any pay for more than the minimum shall be compensated in fifteen (15) minute increments.
- 7.4.1 In the event an employee is called in for meetings and/or training, the guarantee shall be two (2) hours.
- 7.4.2 For the events where the four (4) hour minimum rates are applicable for Crowd Control employees, they shall be paid for such four (4) hour minimum rate for each separate event, which they work in any day.
- 7.4.3 In case of cancellation of an event, and if ANAHEIM does not give reasonable notice, either personally or through public communications, ANAHEIM shall pay to Crowd Control employees two (2) hours pay if the employee reports for work and four (4) hours pay if the gates are open.

ARTICLE 8 – PREMIUM PAY

- 8.1 Employees working in classifications listed in Appendix “A” shall be paid at a rate of one and one-half (1½) times their regular hourly rate for all hours in excess of eight (8) hours for a single day or shift or forty (40) hours in a work week.
- 8.2 Temporary upgrading shall be defined as the temporary assignment of an employee to perform the work of a job class which is assigned to a salary schedule higher than his/her regular job class. Employees who are temporarily upgraded for two (2) or more consecutive hours and who are responsible for the full range of duties assigned to the higher level classification, shall be paid at the lowest salary step of the higher level classification which provides an increase in the regular hourly rate for all hours worked in the higher job classification.
- 8.3 An employee working in a classification listed in Appendix “A” on New Year’s Day, Martin Luther King Jr.’s birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall receive pay at a rate of one and one-half (1½) times his/her regular hourly rate.
- 8.4 An employee who works any of the eight (8) hours between 10:00 p.m. and 6:00 a.m. shall be eligible to receive Convention Center graveyard differential pay of forty cents (\$.40) per hour for each of those hours worked. Effective the first full pay period following City Council approval of the MOU dated January 5, 2018 through January 4, 2021, an employee who works any of the eight (8) hours between 10:00 p.m. and 6:00 a.m. shall be eligible to receive Convention Center graveyard differential pay of fifty cents (\$.50) per hour for each of those hours worked.
- 8.5 All employees utilized as trainers shall receive one dollar (\$1.00) per hour over their base rate for hours worked in such capacity. Employees classified as a Lead shall be

exempt from this provision.

- 8.6 All employees assigned as equipment monitor shall receive one dollar (\$1.00) per hour over their base rate for hours worked in such capacity. Employees classified as a Lead shall be exempt from this provision.

ARTICLE 9 – BILINGUAL PAY

- 9.1 The hourly rates listed in Appendix “A” shall be increased by seventy cents (\$.70) for employees required to speak in Spanish or other languages (including sign language) as well as English as part of their regular duties of their position.
- 9.2 The hourly rates listed in Appendix “A” shall be increased by ninety cents (\$.90) for employees required to speak, read, and/or write in Spanish or other languages (including sign language) as well as English as part of their regular duties of their position.
- 9.3 The appropriate Executive Manager shall designate which employees shall be assigned bilingual duties and which language(s) shall be eligible for bilingual pay.
- 9.4 The Human Resources Director shall conduct a test of competency for employees who have been assigned bilingual duties to certify these employees are 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.
- 9.5 The effective date of bilingual 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 above. Employees may be required to undergo a test of continued competency, upon request of the operating department.

ARTICLE 10 – HEALTH & WELFARE

- 10.1 ANAHEIM agrees to provide health benefits in accordance with the provisions of Appendix “B” – HEALTH INSURANCE to regular part-time employees assigned in accordance with ARTICLE 4.7.1.2 of this MOU as long as they remain employed and available to work up to one thousand five hundred sixty (1,560) hours per year.
- 10.2 ANAHEIM agrees to establish a deferred compensation plan in lieu of Social Security for all employees working in classifications listed in Appendix “A” who are 1) not enrolled in PERS as the result of their employment with ANAHEIM, and 2) not receiving a PERS annuity as the result of prior ANAHEIM service. Such Plan shall be in accordance with ARTICLE 4.8 – DEFINED CONTRIBUTION RETIREMENT PLAN.

ARTICLE 11 – VACATION BENEFIT

- 11.1 Employees working in classifications listed in Appendix “A”, who work eight hundred (800) or more hours in any calendar year shall be paid four percent (4%) of their gross earnings as vacation benefits upon separation or during the first pay period of the following calendar year. The calendar year shall be defined as the period for which wages earned are reported for tax purposes.

ARTICLE 12 – WORKING CONDITIONS

- 12.1 ANAHEIM agrees to furnish and maintain uniforms for its employees in classifications listed in Appendix “A”.
- 12.2 ANAHEIM shall maintain suitable dressing and break quarters for the use of the employees covered herein.
- 12.3 Management of the Convention Center shall to the extent possible, pre-determine the number of parking spaces needed to take care of the public attending events at their facilities. To the extent there are spaces available to permit employee parking, spaces shall be made available to employees at no charge. ANAHEIM agrees to make reasonable effort to identify additional employee parking.
- 12.4 Adequate restroom and locker room facilities shall be provided for all employees.
- 12.5 ANAHEIM shall provide flashlights to employees when ANAHEIM determines flashlights are required in the performance of the employees’ work.
- 12.6 Upon request, the ANAHEIM shall provide rain gear to employees who are required to work outdoors during inclement weather.
- 12.7 ANAHEIM and UNION agree that regular, formal and informal feedback from supervisors to employees is critical to good job performance, and that employees have the right to know how they are performing in relation to established standards. ANAHEIM agrees to provide each employee in a classification listed in Appendix “A” with a written performance evaluation at least once annually. Employees shall be provided a copy of any written review of their performance; shall have the right to respond in writing to their written performance appraisal; and such responses shall be placed in the employee’s personnel file.

ARTICLE 13 – EMPLOYEE AVAILABILITY AND LEAVES

- 13.1 ANAHEIM and UNION agree that availability is a condition of employment. Event part-time employees shall be required to maintain an availability of twenty (20) hours per week. Regular part-time employees 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 as scheduled, or who is otherwise absent without

leave shall be subject to discipline up to and including dismissal from the Convention Center.

- 13.2 ANAHEIM shall provide employees in classifications listed in Appendix “A” of this MOU with sick leave benefits in accordance with California Labor Code section 246, except that employees shall be allowed to use up to a maximum of forty-eight (48) hours of accrued sick leave in a calendar year. It is the responsibility of employees to adhere to all City and Department policies and regulations regarding attendance and sick leave. Employees who fail to notify the appropriate supervisor prior to the beginning of their scheduled work shift of their inability to work due to illness or injury shall be considered to be absent without leave.
- 13.3 ANAHEIM and UNION agree that employees in classifications listed in Appendix “A” of this MOU shall be provided unpaid leave up to three (3) consecutive work shifts (within the two (2) weeks immediately following the death) 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 provision shall be the employee’s spouse, children, grandchildren, parents, grandparents, the parents of the employee’s spouse and the employee’s registered domestic partner. As used herein, “registered domestic partner” means that a Declaration of Domestic Partnership has been filed with the California Secretary of State.
- 13.4 ANAHEIM and UNION agree that employees in classifications listed in Appendix “A” of this MOU 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 thirty (30) calendar days. Such leaves shall be scheduled and taken in accordance with the best interests of ANAHEIM and shall require the prior written approval of Convention Center management.
- 13.5 Leaves taken under the provisions of the federal Family Medical Leave Act and/or the California Family Rights Act shall be concurrent with any leave entitlement an employee may have under the provisions of ARTICLE 13.4.
- 13.6 Employees shall be granted unpaid leave whenever duly summoned to any court for the purpose of performing jury duty, provided the employee submits documentation from the court for such duty performed.

ARTICLE 14 – MILITARY LEAVE

- 14.1 Military Leave and compensation therefore shall be in accordance with the provisions of the Military and Veterans Code of the State of California.
 - 14.1.1 Notwithstanding Article 14.1, during any term of deployment, employees shall be considered to be on leave without pay status (LWOP) and shall accrue no paid leaves.

ARTICLE 15 – DRUG AND ALCOHOL TESTING BASED ON REASONABLE SUSPICION

- 15.1 It is critical to the public health and welfare and to employees’ safety to ensure a drug and alcohol free work environment. No employee shall report to work while under the influence of drugs or alcohol or illegal or intoxicating drugs, nor shall any employee possess, use, or consume alcohol or illegal or intoxicating drugs while on City time or on City property, or when there is a reasonable expectation of being called to duty. No employee shall report to work or remain on duty while his/her ability to perform job duties is impaired due to alcohol or drug use, whether such use was on duty or off duty.
- 15.2 Employees taking drugs prescribed by an attending physician must advise their direct supervisor, before beginning work, of possible side effects of such drugs which could interfere with the safe and effective performance of duties or operation of equipment. Clearance from a qualified physician designated by the City may be required if there is a question regarding an employee’s ability to safely and effectively perform assigned duties while using such drugs.
- 15.3 Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall, for safety purposes, be provided transportation from the work site as appropriate.
- 15.3.1 The term “reasonably believed” as used in ARTICLE 15.3 is a belief based on objective facts and reasonable inferences drawn from those effects in light of experience, sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol.
- 15.3.2 The term “under the influence” as used in ARTICLE 15.3 means the employee’s ability to perform the functions of the job is impaired or that the employee’s ability to perform his/her job safely is reduced due to the consumption or use of drugs or alcohol.
- 15.4 Managers and supervisors may request and, if necessary subsequently order upon concurrence of a second level of supervisor, that an employee submit to a drug and/or alcohol screening when a manager or supervisor has reasonable suspicion that an employee is under the influence of illegal or intoxicating drugs or alcohol while at a work location, while on the job or when reporting for duty. Employees shall authorize the City’s medical provider and laboratory to take samples for screening and to release the results of the screening to the City.
- 15.4.1 An employee who refuses an order to submit to a drug and/or alcohol screening, or to authorize the taking of a sample, or to authorize the release of the results of the screening to the City, or engages in conduct that clearly obstructs the testing process shall be subject to disciplinary action, up to and including dismissal.
- 15.5 The supervisor shall advise the employee that he/she has the right to contact a Union

- representative. However, if a Union representative is not available within thirty (30) minutes, the employee shall still be required to submit to the drug or alcohol test without first consulting with a Union representative. The Union representative shall not impede the City's right to require an employee to submit to an alcohol or drug test.
- 15.6 All alcohol or controlled substances testing shall comply with the procedures set forth in the Federal Motor Carrier Safety Regulations Title 49 – Transportation, Chapter III – Federal Highway Administration Department of Transportation, Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs.)
- 15.6.1 A positive result from a drug and/or alcohol screening may result in disciplinary action, up to and including dismissal.
- 15.6.2 If a drug screen is positive, the employee must provide, within twenty-four (24) hours of request, bona fide verification of a valid current prescription in the employee's name for the drug identified in the drug screen. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor pursuant to ARTICLE 15.2, the employee may be subject to disciplinary action, up to and including dismissal.
- 15.7 An employee who has had a positive result from a drug screening shall undergo a return-to-duty drug and/or alcohol screening and will not be returned to duty unless there is a verified negative result for controlled substances or an alcohol concentration of less than two hundredths (0.02).
- 15.8 Information obtained under the provisions of this ARTICLE and the attendant regulations, policies, and procedures shall be held strictly confidential.
- 15.8.1 The drug and/or alcohol screening results will be retained with medical examination results in a separate location in compliance with the confidentiality of Medical Information Act, California Civil Code Section 56, et seq.
- 15.8.2 The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request.
- 15.8.3 Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and the employee; (3) the information is to be used in administering an employee benefit plan; or (4) the information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.

ARTICLE 16 – DISCIPLINE

- 16.1 The tenure of every employee shall be conditioned on good behavior and satisfactory work performance. An employee may be reduced in salary, suspended, demoted, or dismissed for good and sufficient cause.
- 16.1.1 Disciplinary determinations made in accordance with this ARTICLE shall be governed by the general principles of progressive discipline. In determining levels of discipline, appropriate consideration shall be given to an employee's prior disciplinary record and work performance, and shall be appropriate to the incident or conduct giving rise to the decision to discipline.
- 16.2 When in the judgment of the appropriate 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 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.
- 16.3 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.
- 16.4 In the disciplinary process, ANAHEIM shall conform to the procedural due process requirements of *Skelly v. State Personnel Board*. At such time as Skelly due process is required, prior to the determination that discipline will be imposed, the appropriate Department Head or Administrative Manager, at a minimum shall:
- 16.4.1 Provide written notification to the employee of the proposed discipline at least six (6) working days prior to the date the discipline is proposed to be implemented. The notification shall include:
- 16.4.1.1 The discipline that is proposed.
- 16.4.1.2 The grounds for imposing disciplinary action.
- 16.4.1.3 The actions, omissions, or conduct of the employee upon which the proposed discipline is based.
- 16.4.1.4 An invitation to respond either orally or in writing prior to the proposed effective date of the discipline.

- 16.4.2 Provide copies of documents considered which support the proposed discipline.
- 16.4.3 Provide written notification of the final determination after consideration of the employee's response or after the opportunity to respond if the employee chooses not to respond.
- 16.4.4 ANAHEIM and the UNION recognize and understand that failure to comply with ARTICLE 16.4 shall not invalidate a disciplinary action, but may result in penalties upon ANAHEIM, as reflected in decisions of the California appellate courts.
- 16.5 ANAHEIM and UNION agree to stipulate to the following submission language when discipline under this ARTICLE is submitted to an impartial arbitrator: "Was (name of employee) (suspended, demoted, or dismissed) for good and sufficient cause? If not, what shall the remedy be?"
- 16.6 ANAHEIM shall remove all imposed written reprimands after the lapse of eighteen (18) months from the date of such discipline, contingent upon the employee receiving no subsequent discipline of same or similar nature during the specified eighteen (18) month period.
- 16.6.1 If the employee receives subsequent discipline of same or similar nature during the timeframe specified within ARTICLE 16.6, the written reprimand shall remain part of the employee's record/personnel file.
- 16.6.2 Any discipline relating to harassment, discrimination, and verbal or physical violence shall be excluded from ARTICLE 16.6.

ARTICLE 17 – INVESTIGATIONS

- 17.1 ANAHEIM shall provide employees with written notice at least twenty-four (24) hours in advance of an investigatory interview that may lead to discipline. The notice to the employee shall include a general description of the allegations to be investigated and their right to union representation during the interview.

ARTICLE 18 – GRIEVANCE PROCEDURE

- 18.1 Any grievance or dispute brought forward by the UNION, which may arise out of the application or interpretation of the terms and conditions of this MOU, shall be settled in accordance with the procedure set forth below.
- 18.2 In those instances where discipline is imposed other than salary step reduction, suspension, demotion, or dismissal, UNION may submit a written request for a review of the disciplinary action through an administrative review procedure.
- i. Administrative Review Procedure:

- ii. The written request must be submitted to the Human Resources Department within fourteen (14) calendar days after receipt of notice by the employee of the disciplinary action. The Department Head, or Administrative Manager, under which the discipline was administered shall conduct an administrative review within fourteen (14) calendar days of submission of the written request.

The Department Head, or Administrative Manager, shall review the disciplinary action and may affirm, reverse, or modify as deemed appropriate the disciplinary action. The Department Head's, or Administrative Manager's, determination shall be delivered in writing within fourteen (14) calendar days after the administrative review. The Department Head's, or Administrative Manager's, determination shall be final and binding.

18.3 Employee grievances submitted by UNION to ANAHEIM shall be handled in the following manner:

18.3.1 Step I. An attempt shall be made to adjust all grievances on an informal basis between the employee, his/her UNION representative, and a supervisor in the employee's chain of command, up to and including his/her manager, within seven (7) working days after the occurrence of the incident involved in the grievance. The manager shall deliver his/her answer within seven (7) working days after conducting the Step I meeting.

18.3.2 Step II. If the grievance is not adjusted to the satisfaction of UNION in Step I, it shall be submitted in writing to the employee's Department Head or Administrative Manager within seven (7) working days after the Step I answer is received by UNION. The Department Head or Administrative Manager shall meet with the employee and his/her UNION representative within ten (10) working days after submission of the grievance to him/her. The Department Head or Administrative Manager shall review the grievance and may affirm, reverse, or modify as deemed appropriate, the disposition made at Step I and the Step II answer shall be delivered to UNION within seven (7) working days after said meeting.

18.3.3 Step III. If UNION is not satisfied with the answer to Step II, it shall be submitted to an impartial arbitrator for a final and binding decision. Such submission must occur within thirty (30) calendar days after the Step II answer is received.

18.3.3.1 In the event the parties are unable to agree upon the selection of such impartial arbitrator within ten (10) calendar days, upon request by 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.

18.3.4 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.

- 18.4 All expenses of any arbitration shall be borne equally by ANAHEIM and the UNION.
- 18.5 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. This language is not intended to impede or delay the arbitration process.

ARTICLE 19 – EMPLOYEE-EMPLOYER COMMITTEE

- 19.1 A committee shall be formed to discuss employee-employer problems. The committee shall consist of one (1) UNION representative, one (1) employee from each department, one (1) management employee, and one (1) Labor Relations representative and shall meet quarterly, or more often as necessary. The UNION may have present at such meetings other off-duty employees who can contribute to the discussion taking place.

ARTICLE 20 – WORK ASSIGNMENT

- 20.1 In the interest of maintaining efficient operations at the Anaheim Convention Center and to facilitate the assignment of part-time employees in classifications listed in Appendix “A” to the various events, ANAHEIM and the UNION agree that appropriate consideration shall be given to the following:
 - 20.1.1 Work opportunities required to maintain an adequate, interested, trained, available part-time work force.
 - 20.1.2 Employee’s record of performance, availability, and seniority (Convention Center Department date of hire) in that order.
 - 20.1.2.1 Notwithstanding the above, assignments of employees shall not be made in a capricious or arbitrary manner.
 - 20.1.3 Employees may be temporarily assigned to work in the management classification of Convention Center Head Usher. Management employees may be temporarily assigned to work in unit classifications in accordance with ARTICLE 20.
- 20.2 On June 30th of every year, employees may submit a request for their preferred shift (day, swing or graveyard) which will be considered in making assignments. Management shall retain the discretion to assign employees to shifts consistent with the best interest of the operations of the Convention Center and shall also give consideration to employees’ attendance and availability record during the preceding year.

ARTICLE 21 – REDUCTION IN FORCE

- 21.1 ANAHEIM and UNION agree that ANAHEIM will notify UNION of a planned reduction in work hours or layoffs which may affect employees represented by the UNION at the same time or prior to notification of individual employees.
- 21.1.1 When such notice is provided, ANAHEIM and UNION 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 – NO STRIKE

- 23.1 The UNION agrees that under the terms of this MOU, the UNION and/or its members shall not conduct any strikes, slowdowns, or other work stoppages against ANAHEIM during the term of this MOU.


ARTICLE 24 – SAVINGS CLAUSE

- 24.1 The resolution of ANAHEIM shall provide that if any provisions of this MOU or the Resolution is at any time, or in any way, held to be contrary to any law by a court or proper jurisdiction, the remainder of this MOU and the remainder of the Resolution shall not be affected thereby, and shall remain in full force and effect.

ARTICLE 25 – DURATION

25.1 The terms of this MOU are to remain in full force and effect until the 6th day of January, 2022 except that either ANAHEIM or the UNION shall have the right during the sixty (60) days preceding January 6, 2022, to give written notice to the other of its desire to meet and confer with respect to the terms and conditions of this MOU. If new terms and conditions cannot be agreed upon by January 6, 2022, this MOU shall become null and void. Upon adoption of a Resolution approving this MOU and the terms hereof by the City Council of the City of Anaheim, this MOU shall be in full force and effect.

**STAFF OFFICIALS OF THE CITY OF ANAHEIM
a Municipal Corporation**

By: 

By: 

By: 

Date: 6/2/2021

**SERVICE EMPLOYEES' INTERNATIONAL
UNION, UNITED SERVICE WORKERS WEST**

By: 

By: _____

By: _____

Date: 06/02/2021

APPENDIX “A” – WAGES

Hourly Pay Rates Effective December 25, 2020 through December 23, 2021

CLASSIFICATION	Step 8	Step 9	Step 10
Alteration Worker	\$14.60	\$15.10	\$15.60
Lead Alteration Worker	\$15.60	\$16.10	\$16.60
Cleaner/Setup Worker	\$14.50	\$15.00	\$15.50
Lead Cleaner/Setup Worker	\$15.50	\$16.00	\$16.50
Nurse	\$27.00	\$28.00	\$29.00
Lead Nurse	\$30.00	\$31.00	\$32.00
Usher	\$14.00	\$14.50	\$15.00
Lead Usher	\$15.00	\$15.50	\$16.00

Hourly Pay Rates Effective December 24, 2021 through January 6, 2022

CLASSIFICATION	Step 8	Step 9	Step 10
Alteration Worker	\$15.00	\$15.10	\$15.60
Lead Alteration Worker	\$15.60	\$16.10	\$16.60
Cleaner/Setup Worker	\$15.00	\$15.00	\$15.50
Lead Cleaner/Setup Worker	\$15.50	\$16.00	\$16.50
Nurse	\$27.00	\$28.00	\$29.00
Lead Nurse	\$30.00	\$31.00	\$32.00
Usher	\$15.00	\$15.00	\$15.00
Lead Usher	\$15.00	\$15.50	\$16.00

APPENDIX “B” – HEALTH INSURANCE

B1. ANAHEIM agrees to allow eligible part-time employees working in classifications represented by the UNION to enroll in ANAHEIM sponsored health insurance, through an HMO plan (HMO Plan 1). Employees become eligible for coverage on the first day of the month following one (1) complete calendar month after appointment to regular part-time status in accordance with ARTICLE 4.7.1.2, or becoming eligible pursuant to the Affordable Care Act (ACA), and for as long as they maintain eligibility.

B2. The City agrees to pay a monthly premium not to exceed eighty-eight percent (88%) of monthly premium, to maintain coverage in the single party HMO Plan for eligible employees enrolled in the plan prior to September 29, 2000. All additional premiums shall be the responsibility of the eligible employee.

B3. Employees, who enroll in health insurance on or after September 29, 2000, working in a classification listed in Appendix “A” who work up to thirty (30) hours per week on an ongoing basis per ARTICLE 4.7.1.2 or who are eligible pursuant to the Affordable Care Act (ACA) shall be provided health insurance, through an HMO Plan, as long as they remain employed and available to work.

B3.1. Employees eligible for health insurance shall be eligible for an HMO Plan 2 (offered to full time employees) after two (2) years of employment.

B3.2. ANAHEIM’s maximum contribution towards an employee’s purchase of the HMO Plans (employee only) is as follows:

HMO Plan 1	The flat-dollar amount equivalent to 75% of the Single Party HMO Plan 2 premium, but in no event less than the amount required to meet the affordability standard for coverage under the ACA.
HMO Plan 2 (full time equivalent)	75% of the Single Party premium.

All additional premiums shall be the responsibility of the eligible employee.

B4. At any time during the term of this Agreement, ANAHEIM and UNION agree to reopen ARTICLE 10 – Health & Welfare, at the sole discretion of ANAHEIM, as a result of any changes to the ACA.