

MEMORANDUM OF UNDERSTANDING  
between the  
TEAMSTERS, LOCAL 952  
and the  
CITY OF ANAHEIM

January 2, 2023 through December 19, 2024

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## **ARTICLE 1 - PREAMBLE**

- 1.1 The wages, hours, and conditions of employment that are set forth in this Memorandum of Understanding (hereinafter "MOU") have been discussed and jointly proposed by and between the staff officials of the City of Anaheim (hereinafter "ANAHEIM") and the Teamsters, Local 952, affiliated with International Brotherhood of Teamsters (hereinafter "UNION") and shall apply to all the employees of ANAHEIM working in the classifications set forth in Appendix "A-1" and Appendix "A-2" in the Convention, Sports and Entertainment Department.
- 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 further action by either party.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.1 ANAHEIM hereby recognizes UNION as the collective bargaining representative for all its members and as the collective bargaining agency concerning the wages, hours, and working conditions of employees working in the Convention, Sports and Entertainment Department in the classifications that are set forth in Appendix "A-1" and Appendix "A-2", 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 the request of the employee the UNION shall be kept fully informed and have the right to be present at all meetings between ANAHEIM and the individual.

## **ARTICLE 3 - HIRING AND EMPLOYMENT OF EMPLOYEES WORKING IN THE CONVENTION, SPORTS AND ENTERTAINMENT DEPARTMENT**

- 3.1 Job bulletins regarding classifications represented by the UNION shall be sent to the UNION during recruitment periods.
- 3.2 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 no test or qualification procedure utilized by ANAHEIM or refusal to accept for employment shall be done to discriminate for or against an applicant because of union or non-union membership or, subject to those exceptions and/or limitations set forth in the California Fair Employment and Housing Act and/or Title VII of the federal statutes, because of race, color, creed, national

origin, religious or political affiliation or belief, ancestry, physical disability, mental disability, medical condition, marital status, gender, sexual orientation, gender identity, or age, and any other protected class under federal and/or state law, unless based upon a bona fide occupational qualification or applicable security regulations established by the United States or the State of California or where the employee because of mental or physical disability or medical condition is unable to perform the essential duties even with reasonable accommodation or in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodation.

- 3.3 ANAHEIM agrees that no more than once each quarter to provide the UNION upon request, a list of all persons hired for events at the Convention, Sports and Entertainment Department.
- 3.4 Employees working in classifications listed in Appendix "A-1" or Appendix "A-2" shall serve a probationary period of one (1) year. 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.
  - 3.4.1 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.
- 3.5 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, 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.
- 3.6 ANAHEIM will make every reasonable effort to return an employee rejected or laid off during the probationary period to the classification in which the employee had regular status, unless the reasons for the failure to complete the probationary period would be cause for dismissal. If not returned to the former classification the employee shall be separated from employment with ANAHEIM.
- 3.7 ANAHEIM has determined that the size and operation of the Convention, Sports and Entertainment Department 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.

### 3.7.1 Categories

3.7.1.1 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.

3.7.1.2 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 1,560 hours in any fiscal year).

3.7.2 The number of positions in each category will vary in accordance with ANAHEIM's requirements and will be established by ANAHEIM.

3.7.3 Assignment of personnel to these positions and between these positions will be made by ANAHEIM. When ANAHEIM determines that it is in its best interest to make assignments to a Regular Part-Time position from within, Convention, Sports and Entertainment management shall:

3.7.3.1 Post a notice of its intent to make an assignment to a regular part-time position, and the position's required availability, for a period of at least five (5) consecutive days.

3.7.3.2 Select the employee to be assigned from those individuals who request consideration during the posting period. Unless otherwise indicated on the notice, assignments shall be made on the basis of the employee's availability, record of performance, and seniority, in that order.

3.7.4 Employees working in limited employment categories set forth in ARTICLE 3.7.1.1 are not entitled to any of ANAHEIM's benefit plans except as set forth in ARTICLE 11 and Appendix "B" of the MOU, provided, however, that employees assigned to ARTICLE 3.7.1.2 will be enrolled in the Public Employees Retirement System (hereinafter "PERS") covering miscellaneous employees of ANAHEIM.

3.7.5 Employees hired or assigned to positions defined in ARTICLE 3.7.1.2 (Appendix "A-1" and "A-2") shall pay the statutorily required eight percent (8%) employee contribution to the retirement system, plus an additional four percent (4%). The additional contributions shall be designated as "cost share" contributions under California Government Code Section 20516(f).

- 3.7.6 UNION and ANAHEIM agree that ANAHEIM amended the PERS Miscellaneous Plan for Anaheim City, Employer Number 0303, to institute a revised defined benefit retirement plan consistent with the Public Employees' Pension Reform Act of 2013 ("PEPRA"). The revised defined retirement plan includes the 2.0% @ 62 defined formula (Government Code section 7.522.20(a)), with a final compensation period of three (3) consecutive years (Government Code section 20037) and the employee paying any amount necessary to cause the employee to pay fifty percent (50%) of the normal costs attributable to the applicable retirement formula, as provided in Government Code sections 7522.30 and 20526. Eligible employees as determined by ARTICLE 3.7.1.2 who are considered "new members" under PEPRA shall be enrolled in this plan.
- 3.7.7 UNION and ANAHEIM agree that any provisions of ARTICLE 3.7.6 of the MOU that are contrary to or inconsistent with the lawful provisions of the California Public Employees' Pension Reform Act of 2013, shall be modified so as to cause them to be consistent with those lawful provisions through a Letter of Understanding that amends the MOU and incorporated with this MOU.
- 3.7.8 Employees mandatorily enrolled in ANAHEIM's deferred compensation plan (457) shall contribute seven and one-half percent (7 1/2%) of compensation earned.

#### **ARTICLE 4 - CHECK-OFF**

- 4.1 ANAHEIM agrees to a 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 when authorized to do so by said members, and remit such payments to UNION in accordance with the terms of signed authorizations of such members. The deduction of such dues and initiation fees by ANAHEIM and the remittal of same by ANAHEIM to the UNION shall constitute payment of said dues and initiation fees by such members of the UNION.
- 4.2 This check-off procedure shall apply only to those members of the UNION whose names shall have been furnished to ANAHEIM by the UNION and who have not arranged to apply their monthly dues and regular initiation fee personally to the UNION.
- 4.3 When employee orientations are held for employees, the UNION shall be notified one (1) week in advance, or as soon as practical, 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 5 - ADMINISTRATION**

- 5.1 Union representatives shall be permitted to visit the operations covered herein for the purpose of observing conditions under which employees are working, provided such visit(s) shall not interrupt the work of employees.
- 5.2 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 stewards' identities 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 all regular work in their respective classifications.
- 5.3 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 rate of pay when they are attending the meet and confer sessions for any hours for which they were otherwise scheduled to work.
- 5.4 ANAHEIM shall furnish bulletin board space at a mutually agreeable, specific location for the purpose of posting notices pertaining to UNION business.
- 5.5 ANAHEIM and UNION acknowledge their mutual interest in the success of the Anaheim Convention, Sports and Entertainment Department 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 rate 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 6 - DISCUSSION**

- 6.1 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.
- 6.2 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 no more than two (2) UNION members and the business manager or business representative of the UNION may be present.



- 6.3 If the parties are not able to resolve the issues after three (3) meetings, the issues will be considered dropped, unless both parties agree to meet additional times.
- 6.4 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 for determination when necessary.

### **ARTICLE 7 - DEDUCTION AND DUES**

- 7.1 ANAHEIM agrees to check-off for the payment of the regular monthly UNION members and employees when authorized to do so by said members and employees, and remit such payments to UNION 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 UNION shall constitute payment of said dues and initiation fees by such members and employees to UNION.
  - 7.1.1 ANAHEIM shall provide dues check-off deduction forms to employees when first hired. UNION shall be responsible for obtaining employee signatures and submitting deduction authorization cards to ANAHEIM's Payroll Manager.
- 7.2 UNION shall inform ANAHEIM of any employees who have withdrawn their authorization for dues deduction. ANAHEIM will process the change within two (2) pay periods of receipt of the information from UNION. Employees wishing to stop dues deductions shall communicate directly with UNION at Teamsters Local 952, 140 S. Marks Way, Orange, CA 92868, by phone (714) 740-6200, or by fax (714) 978-0576.
- 7.3 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 8 - CLASSIFICATIONS, WAGES, AND HOURS**

- 8.1 Wages and hours of work for the various classifications shall be as set forth in Appendix "A-1" and Appendix "A-2" to this MOU and by this reference made a part hereof.
- 8.2 Newly hired employees shall be compensated at the lowest step of the salary schedule of the job class for which they were hired.

- 8.3 Employees in job classifications listed in Appendix "A-1" shall be eligible for consideration for merit pay increases as follows:
- 8.3.1 To the tenth step of the salary schedule after completion of one-thousand and forty (1,040) hours worked in the ninth step.
  - 8.3.2 To the eleventh step of the salary schedule after completion of one-thousand and forty (1,040) hours worked in the tenth step for employees assigned to the job classifications of Parking Lot Attendant, Parking Lot Cashier, Parking Lot Captain, and Parking Operations Lead.
  - 8.3.3 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.
- 8.4 The hourly rate shall be on a four (4) hour guarantee except when called in for meetings and training when the guarantee shall be two (2) hours. For time worked in excess of the guarantee, employees shall be paid straight time based on the applicable hourly rates to be computed in quarter ( $\frac{1}{4}$ ) hour units.
- 8.5 Employees in job classifications listed in Appendix "A-2" shall be eligible for consideration for merit pay increases as follows:
- 8.5.1 To the ninth step of the salary schedule after completion of one thousand-forty (1,040) hours worked in the eighth step.
- 8.6 An employee who is promoted or reclassified to a higher job class shall be placed on the first step of the higher salary schedule. Consideration for merit pay increases shall be in accordance with Sections 8.3 and 8.5 above and shall be based on step hours worked in the higher job class.

#### **ARTICLE 9 - PREMIUM PAY**

- 9.1 For time worked in excess of eight (8) hours per day or forty (40) hours in one (1) week, employees shall be paid time and one-half ( $1 \frac{1}{2}$ ) based on the applicable hourly rates to be computed in quarter ( $\frac{1}{4}$ ) hour units.
- 9.2 In case of rain out or cancellation of an event, and if ANAHEIM does not give reasonable notice, either personally or through public communications, ANAHEIM will pay an employee two (2) hours pay if the employee reports to work.
- 9.3 On New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King, Jr.'s birthday, and

President's Day, employees working in the above classifications shall receive time and one-half (1 ½) for all hours worked.

- 9.4 An employee who works any of the six (6) hours between 11:00 p.m. and 5:00 a.m. shall receive graveyard differential pay at twenty five cents (\$.25) per hour for each of those hours worked.
- 9.5 An employee assigned by management to training duties shall receive one dollar (\$1.00) per hour in addition to the base rate of pay for each hour worked in such assignment.

### **ARTICLE 10 - BILINGUAL PAY**

- 10.1 The hourly rates listed in Appendix "A-1" or Appendix "A-2" 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 the regular duties of their position.
- 10.2 The appropriate Executive Manager shall designate which employees shall be assigned bilingual duties and which language(s) shall be eligible for bilingual pay.
- 10.3 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.
- 10.4 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 11 - HEALTH & WELFARE**

- 11.1 An employee who is eligible pursuant to the Affordable Care Act ("ACA") shall be provided the option to enroll in health insurance through an HMO plan ("HMO Plan 1") designated for employees in this unit on the first day of the month following one (1) complete calendar month after becoming eligible and for as long as they maintain eligibility under ACA requirements.
- 11.2 Employees eligible for health insurance pursuant to ARTICLE 11.1 shall be eligible for an HMO Plan 2 (full-time equivalent) after two (2) years of employment.

- 11.3 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 seventy-five percent (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 required under the ACA.

HMO Plan 2 (full-time equivalent)

Seventy-five percent (75%) of the single-party premium, but in no event less than the affordability standard for minimum essential coverage required under the ACA.

- 11.4 At any time during the term of this MOU, the parties agree to reopen ARTICLE 11 – HEALTH & WELFARE for the sole purpose of conforming to any changes expressly mandated by the ACA.

#### **ARTICLE 12 - VACATION BENEFIT**

- 12.1 An employee working in classifications listed in Appendix "A-1" or Appendix "A-2" who works eight hundred (800) or more hours in any calendar year shall be paid four percent (4%) of the employee's 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 13 - WORKING CONDITIONS**

- 13.1 ANAHEIM agrees to furnish and maintain uniforms including suitable rain gear for its employees, without cost to the employees.
- 13.2 Employees may either wear their uniforms to and from work and clean and maintain their uniforms themselves or change into and out of their uniforms on the premises on their own time and leave the uniforms in a designated area for cleaning and laundering by ANAHEIM. All employees must be in uniforms that are clean, laundered, wrinkle free, and in keeping with the professional standards of the Convention, Sports and Entertainment Department at the start of their shift.
- 13.3 ANAHEIM shall maintain suitable dressing and break quarters for the use of the employees covered herein.
- 13.4 Management of the Convention, Sports and Entertainment Department will, to the extent possible, pre-determine the number of parking spaces needed to

take care of the public attending events. To the extent there are spaces available to permit employee parking, spaces will be made available to employees at no charge. ANAHEIM agrees to make reasonable effort to identify additional employee parking.

- 13.5 Adequate restroom and locker room facilities shall be provided for all employees.
- 13.6 The City will furnish and maintain safety equipment. As a continuing portion of its Safety Program, ANAHEIM agrees to maintain an active City/Union communication of any safety problems noted.
- 13.7 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-1" or Appendix "A-2" with a written performance evaluation at least once annually. Employees shall be provided a copy of any written review of their performance, and shall have the right to respond in writing to their written performance appraisal, such responses to be placed in the employee personnel file. At the employee's request, a written performance appraisal may be reviewed with higher levels of management in the employee's chain of command.

#### **ARTICLE 14 - EMPLOYEE AVAILABILITY AND LEAVES**

- 14.1 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. An employee who does not maintain the required 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, Sports and Entertainment Department.
- 14.2 ANAHEIM and UNION agree that employees in classifications listed in Appendix "A-1" or Appendix "A-2" of this MOU who have been continuously employed for a period of at least one (1) full year shall be eligible for up to three (3) shifts of unpaid sick leave per year. 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."
- 14.3 ANAHEIM and UNION agree that employees in classifications listed in Appendix "A-1" or Appendix "A-2" of this MOU, who have been employed for at least thirty (30) days before the leave commences, shall be provided unpaid leave of up to five (5) work shifts in the event of a death in their immediate family. Such leave does not have to be taken consecutively. An employee with available sick

leave or compensatory time may use such accrued leave to cover all or a portion of the bereavement leave. Bereavement leave must be completed within three (3) months of the date of death. "Immediate family" for the purposes of this provision shall be the employee's spouse, child, stepchild, grandchild, parent, foster parent, stepparent, daughter-in-law or son-in-law, grandparent, sibling, the parent 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.

- 14.4 ANAHEIM and UNION agree that employees in classifications listed in Appendix "A-1" or Appendix "A-2" 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, Sports and Entertainment management.
- 14.5 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 ARTICLE 14.4 above.
- 14.6 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.
- 14.7 ANAHEIM shall provide employees in classifications listed in Appendix "A-1" and "A-2" 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.

#### **ARTICLE 15 - MILITARY LEAVE**

- 15.1 Military Leave and compensation therefore shall be in accordance with the provisions of the Military and Veterans Code of the State of California and the Uniformed Services Employment and Reemployment Rights Act.
  - 15.1.1 Notwithstanding ARTICLE 15.1, during any term of deployment, employees shall be considered to be on leave without pay (LWOP) status and shall accrue no paid leaves. However, such employee will not lose seniority during deployment.
- 15.2 Employees serving in the National Guard shall provide ANAHEIM with their weekend drill and/or annual training schedule at least four (4) weeks prior to

their anticipated absence. When such advance notice is not possible due to unforeseen circumstances, an employee shall notify ANAHEIM no later than the employee's first work day after the employee is notified of a scheduled drill or training.

### **ARTICLE 16 - WORK ASSIGNMENT**

- 16.1 In the interest of maintaining an efficient system of operations in the Convention, Sports and Entertainment Department and to facilitate the assignment of fluctuating numbers of part-time employees to the various events, ANAHEIM and the UNION agree that appropriate consideration shall be given to the following:
  - 16.1.1 Work opportunities required to maintain an adequate, interested, trained, and available part-time work force.
  - 16.1.2 Work opportunities based upon employee availability, record of performance, and seniority (in that order). ANAHEIM shall ensure that assignment of employees pursuant to this ARTICLE shall be free of any personal or political considerations, and shall not be made in a capricious or arbitrary manner.
- 16.2 ANAHEIM and UNION agree that in order to improve communication and understanding regarding the scheduling of employees in classifications listed in Appendix "A-1", Parking Lot management and the UNION shall meet periodically to review and address employee and UNION concerns regarding the scheduling of Parking employees.
- 16.3 ANAHEIM and UNION agree to meet periodically during the term of this MOU to develop scheduling procedures for the event part-time and regular part-time employees in classifications listed in Appendix "A-2" of this MOU. ANAHEIM and UNION agree that scheduling procedures developed under this ARTICLE shall include, but not be limited to, the following considerations:
  - 16.3.1 Limitations on changes to employee availability that will adversely affect scheduling efficiency and effectiveness;
  - 16.3.2 Procedures that will provide employees with a minimum expectation of regularly scheduled hours based upon the employee's stated availability;
  - 16.3.3 Procedures that will ensure employees do not exceed the annual limitations on work hours under the PERS for part-time event employees, and City Administrative Regulations for part-time regular employees; and

- 16.3.4 Procedures that provide sufficient flexibility in scheduling to Convention, Sports and Entertainment management to ensure management's ability to provide peak staffing when necessary.
- 16.4 ANAHEIM and UNION agree that Convention, Sports and Entertainment management shall post, in conjunction with regular bi-weekly pay cycles, the hours worked by employees listed in Appendix "A-2". The posting shall reflect cumulative hours worked by both fiscal and calendar year.
- 16.5 ANAHEIM will post schedules no later than Thursday by 2:00 p.m. PST on a bulletin board or ESS.ABIMM.com for the following week for parking employees and for the following two (2) weeks for Parking Operations Lead and security employees. ANAHEIM may issue revised schedules after Thursday 2:00 p.m. PST based on event requirements or operational necessity. In the event a revised schedule is issued, ANAHEIM shall notify the affected employees (within a reasonable time frame).

#### **ARTICLE 17 - REDUCTION IN FORCE**

- 17.1 ANAHEIM and UNION agree that ANAHEIM will notify UNION of a planned reduction in work hours or layoffs which may affect employees represented by UNION at the same time or prior to notification of individual employees.
  - 17.1.1 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 18 - REINSTATEMENT**

- 18.1 An employee who terminates employment in good standing may be reinstated to a vacant position in the employee's former job class within two (2) years of the termination date without re-qualifying for employment by competitive process.
  - 18.1.1 An employee reinstated within thirty (30) days of the employee's termination date shall be considered to have continuous service and shall not serve a new probationary period. The employee shall be placed in the employee's former salary step and shall retain the employee's record of step hours worked for the purpose of merit pay increases.



- 18.1.2 An employee reinstated after thirty (30) days of the employee's termination date shall serve a new probationary period and shall be considered to have broken service for the purpose of merit pay increases.

### **ARTICLE 19 - INVESTIGATIONS**

- 19.1 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 20 - DISCIPLINE**

- 20.1 The tenure of every employee shall be conditioned on good behavior and satisfactory work performance. An employee may be suspended, demoted, or dismissed for good and sufficient cause.
- 20.1.1 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(s) giving rise to the decision to discipline.
- 20.2 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 dismissal, the employee may be demoted 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.
- 20.3 An employee may be 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.
- 20.4 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:

- 20.4.1 Provide written notification to the employee of the proposed discipline at least seven (7) working days prior to the date the discipline is proposed to be implemented. The notification shall include:
  - 20.4.1.1 The discipline that is proposed.
  - 20.4.1.2 The grounds for imposing disciplinary action.
  - 20.4.1.3 The actions, omissions, or conduct of the employee upon which the proposed discipline is based.
  - 20.4.1.4 An invitation to respond either orally or in writing prior to the proposed effective date of the discipline.
- 20.4.2 Provide copies of documents considered which support the proposed discipline.
- 20.4.3 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.
- 20.4.4 ANAHEIM and the UNION recognize and understand that failure to comply with ARTICLE 20.4 shall not invalidate a disciplinary action, but may result in penalties upon ANAHEIM, as reflected in decisions of the California appellate courts.
- 20.5 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 be the remedy?"*
- 20.6 ANAHEIM shall remove all imposed written reprimands after the lapse of thirty-six (36) months from the date of such discipline, contingent upon the employee receiving no subsequent discipline of same or similar nature during the specified thirty-six (36) month period.
  - 20.6.1 If the employee receives subsequent discipline of same or similar nature during the timeframe specified within ARTICLE 20.6, the written reprimand shall remain part of the employee's record/personnel file.
  - 20.6.2 Any discipline relating to harassment, discrimination, and verbal or physical violence shall be excluded from ARTICLE 20.6.

- 20.7 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 21 - GRIEVANCE PROCEDURE**

- 21.1 Any grievance or dispute brought forward by the UNION, which may arise out of the application or interpretation of the terms or conditions of this MOU, shall be settled in accordance with the procedure set forth below.
- 21.2 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, 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.

- 21.3 Employee grievances submitted by UNION to ANAHEIM shall be handled in the following manner:
- 21.3.1 Step I. An attempt shall be made to adjust all grievances on an informal basis between the employee, their UNION representative, and a supervisor in the employee's chain of command, up to and including the employee's manager, within seven (7) working days after the occurrences of the incident involved in the grievance. The manager shall deliver an answer within seven (7) working days after conducting the Step I meeting.
  - 21.3.2 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 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 the employee's UNION representative within ten (10) working days after submission of the grievance. 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.

21.3.3 Step III. If UNION is not satisfied with the answer at the 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.

21.3.3.1 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.

21.3.4 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 previous provisions herein, and that the laws of the State of California shall be controlling at all times.

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

21.5 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 22 - DRUG AND ALCOHOL TESTING BASED ON REASONABLE SUSPICION**

22.1 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 drugs, nor shall an employee possess, use, or consume alcohol or illegal drugs while on City time or on City property. No employee shall report to work or remain on duty while their ability to perform job duties is impaired due to alcohol or drug use, whether such use was on duty or off duty.

- 22.2 Employees taking drugs prescribed by an attending physician must advise their direct supervisor, before beginning work, of possible side effects of such drugs, if the physician or physician's assistant, nurse or pharmacist advises the employee that it 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.
- 22.3 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.
- 22.3.1 The term "reasonably believed" as used in ARTICLE 22.3 above is a belief based on objective facts, sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol.
- 22.3.2 The term "under the influence" as used in ARTICLE 22.1 above means the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform their job safely is reduced due to the consumption or use of drugs or alcohol.
- 22.4 Managers and supervisors may order, upon concurrence of a second level of supervisor or upon concurrence of a second supervisor if a second level supervisor is not available, that an employee submit to a drug and/or alcohol screening when a manager or supervisor has reasonable belief that an employee is under the influence of illegal drugs and/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.
- 22.4.1 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.
- 22.5 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).

- 22.5.1 A positive result from a drug and/or alcohol screening may result in disciplinary action, up to and including dismissal.
- 22.5.2 If a drug screen is positive, the employee must provide, within twenty-four (24) hours of request, bona fide verification of a valid prescription in the employee's name for the drug identified in the drug screen. An employee may be subject to disciplinary action, up to and including dismissal:
- If the employee does not provide acceptable verification of a valid prescription; or
  - If the prescription is not in the employee's name.
- 22.6 An employee who has had a positive result from a drug screening, if not dismissed under Section 22.5.1, shall undergo a return-to-duty drug screening and will not be returned to duty unless there is a verified negative result for controlled substances. An employee who has had a positive result from an alcohol screening shall undergo a return-to-duty alcohol screening and will not be returned to duty unless there is a verified result of an alcohol concentration of less than 0.02).
- 22.7 Information obtained under the provisions of this ARTICLE and the attendant regulations, policies, and procedures shall be held strictly confidential.
- 22.7.1 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.
- 22.7.2 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.
- 22.7.3 Disclosures, without patient consent, may also occur when the information:
- (1) Is compelled by law or by judicial or administrative process;
  - (2) Has been placed at issue in a formal dispute between the employer and the employee;
  - (3) Is to be used in administering an employee benefit plan; or
  - (4) Is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.

**ARTICLE 23 - SERVICE PINS**

- 23.1 Service awards, in the form of service pins or the equivalent, shall be presented to employees in classifications listed in Appendix "A-1" and "A-2" for:

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

Such a service award shall also be presented to an employee upon the employee's seniority date or retirement.

**ARTICLE 24 - NOTIFICATION OF CONTRACTING OUT**

- 24.1 ANAHEIM agrees to notify UNION 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 UNION.

24.1.1 Such notification will be given before a decision to contract out is made; and

24.1.2 UNION will have an opportunity to comment prior to a determination by ANAHEIM to enter into contracting arrangements.

**ARTICLE 25 - NO STRIKE**

- 25.1 During the term of this MOU, the UNION agrees that neither the UNION or its officers, agents, or members will directly or indirectly cause, sanction, permit, support, or engage in any strikes, slowdowns, walkouts, stoppages of work, or other concerted interference with ANAHEIM's business or operations.

- 25.2 The UNION and its officers or officials shall take every reasonable, prompt, and positive measure within their power to prevent and stop any unauthorized strike, slowdown, walkout, or stoppage of work.

**ARTICLE 26 - SAVINGS CLAUSE**

- 26.1 The Resolution of ANAHEIM shall provide that if any provision of this MOU or the Resolution is at any time, or in any way held to be contrary to the law by any court of proper jurisdiction, the remainder of this MOU and the remainder


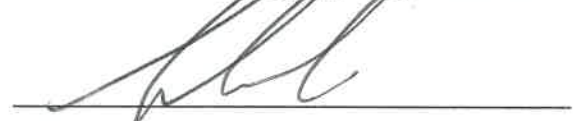
of the Resolution shall not be affected thereby, and shall remain in full force and effect.

**ARTICLE 27 - DURATION**

27.1 The terms of this MOU are to remain in full force and effect until and including December 19, 2024. Upon adoption of a Resolution approving the terms and conditions of this MOU 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

TEAMSTERS, Local No. 952, affiliated with  
the International Brotherhood of Teamsters



6/21/2023

6/20/2023

Date

Date



## **APPENDIX "A" - SPECIAL PROVISIONS**

1. Effective the first day of the pay period following City Council adoption of this MOU, ANAHEIM shall provide a base salary increase as listed in Appendix "A-1" and "A-2". 3
2. Effective January 5, 2024, ANAHEIM shall provide a base salary increase of three and one-half percent (3.5%).
3. During the term of the MOU, the parties shall meet and confer, upon mutual agreement, if critical staff shortages occur in the classifications of PT Security Officer and PT Lead Security Officer to determine appropriate compensation for the PT Security Officer and PT Lead Security Officer classifications.

The parties further agree to modify Article 18 – Reinstatement during the term of the MOU.

Notwithstanding Article 18 – Reinstatement, a PT Security Officer or PT Lead Security Officer who terminates in good standing may be reinstated to a vacant position in the employee's former job class in security operations within two (2) years of the termination date without re-qualifying for employment by competitive process.

A PT Security Officer or PT Lead Security Officer reinstated within ninety (90) days of the employee's termination date shall be considered to have continuous service and shall not serve a new probationary period. The employee shall be placed in the employee's former salary step and shall retain the employee's record of step hours worked for the purpose of merit pay increases.

A PT Security Officer or PT Lead Security Officer reinstated after ninety (90) days of the employee's termination date shall serve a new probationary period and shall be considered to have broken service for the purpose of merit pay increases.

This provision shall sunset at the termination date of the agreement.

4. The City agrees to amend the class specifications of Part-Time Security Guard and Part-Time Lead Security Guard to the classification title Part-Time Security Officer and Part-Time Lead Security Officer, respectively, with the agreement that the title change is made with specific understanding that Part-Time Security Officer and Part-Time Lead Security Officer (hereinafter "Security Officers") are not peace officers as defined by California Labor Code Section 4850, California Government Code Section 3300, et seq. and any similar or related Federal,

State or local laws providing benefits and protections to Peace Officers; and shall not be eligible for benefits as a Safety Member under the City's agreement with the California Public Employees' Retirement System. Finally, the parties agree to meet and confer over the effects in the event that a change in the law extends any such benefits and protections applying to Peace Officers to those serving in the Security Officer classification.

**APPENDIX "A-1" - WAGES**  
**PARKING LOT EMPLOYEES**

**July 7, 2023 through January 4, 2024\***

<u>Classification</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Parking Lot Attendant	\$17.00	\$17.51	\$18.04
Parking Lot Cashier	\$18.14	\$18.68	\$19.24
Parking Lot Captain	\$19.59	\$20.17	\$20.77
Parking Operations Lead	\$22.05	\$22.70	\$23.37

**January 5, 2024 through December 19, 2024\***  
**Incorporating 3.5% Increase**

<u>Classification</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Parking Lot Attendant	\$17.60	\$18.13	\$18.67
Parking Lot Cashier	\$18.77	\$19.33	\$19.91
Parking Lot Captain	\$20.26	\$20.87	\$21.50
Parking Operations Lead	\$22.81	\$23.49	\$24.19

\* Note: At any time during this contract, if any steps fall below the California State minimum wage, such rates shall be automatically reset equal to the new state minimum wage.

**APPENDIX "A-2" - WAGES**  
**SECURITY OFFICERS**

**July 7, 2023 through January 4, 2024\***

<u>Classification</u>	<u>Step 8</u>	<u>Step 9</u>
Part Time Lead Security Officer	\$23.87	\$25.06
Part Time Security Officer	\$20.75	\$21.79

**January 5, 2024 through December 19, 2024\***  
**Incorporating 3.5% Increase**

<u>Classification</u>	<u>Step 8</u>	<u>Step 9</u>
Part Time Lead Security Officer	\$24.70	\$25.93
Part Time Security Officer	\$21.48	\$22.55

\* Note: At any time during this contract, if any steps fall below the California State minimum wage, such rates shall be automatically reset equal to the new state minimum wage.

**SALARY RELATIONSHIP**  
**SECURITY OFFICER**

1. ANAHEIM AND UNION agree that wages for security officer classifications represented by UNION shall be based on the following salary relationships:

Part-Time Security Officer

Part-Time Lead Security Officer                      1.150 x Part-Time Security Officer

## **APPENDIX "B" - DEFINED CONTRIBUTION RETIREMENT PLAN**

1. ANAHEIM and the UNION agree that ANAHEIM shall adopt a 457 plan as the vehicle for a permitted defined contribution retirement plan for eligible employees of the Parking Lot Employees Unit.
2. ANAHEIM and the UNION agree that mandatory participation is required by all employees in ARTICLE 3.7.1.1 Event Part-Time Employees.
3. ANAHEIM and the UNION agree that employees in ARTICLE 3.7.1.2 Regular Part-Time Employees are not eligible to participate in the mandatory 457 program.
4. ANAHEIM and the UNION agree that ANAHEIM shall select a single financial institution as the depository for the Parking Lot Employees Retirement Account, and that all employee contributions to this mandatory program will be separately accounted for.
5. ANAHEIM and the UNION agree that employee contributions will continue during the life of this MOU.
6. ANAHEIM and the UNION agree that employees will be fully vested in the benefit at the time of initial contributions.
7. ANAHEIM and the UNION agree that employees will not be removed from the plan, except at such time as the employee is formally removed from the City payroll.
8. ANAHEIM agrees to develop and adopt such amendments to the 457 plan that are necessary to ensure compliance with Internal Revenue Service regulations and rulings at such time as they are issued.
9. Either ANAHEIM or UNION may, at its sole discretion, terminate this Agreement upon 90 day notice to the other party; it being understood that termination of this Agreement would result in the implementation of Social Security payments by the employee and the employer as required by Section 3121 (b)(7)(F) of the Internal Revenue Code.

**APPENDIX "C"**  
**UNION ACTIVITY**

City of Anaheim

**HUMAN RESOURCES DEPARTMENT**



June 8, 2009

Ernesto Medrano  
TEAMSTERS  
Local 952  
140 S. Marks Way  
Orange, CA 92868

Dear Mr. Medrano:

This is to confirm that the City of Anaheim recognizes that, in the event of a labor dispute against the City, employees represented by the Teamsters, Local 952, may decline to cross the sanctioned picket line of another labor union. In the event an employee does not report for a scheduled work shift or is otherwise in violation of Convention Center rules, regulations, or policies as the result of a decision to honor a sanctioned picket line, the City will notify the Teamsters before initiating any disciplinary action.

Sincerely,

Christopher K Chase  
Deputy Human Resources Director

c: file

200 S. Anaheim Boulevard, Suite 332  
Anaheim, California 92805

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[www.anaheim.net](http://www.anaheim.net)

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