



Personnel Rules and Policies Covering Management, Confidential & Non-Represented Part-Time Employees, & Ambulance Operator Employees

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RULE 1 PURPOSE AND GENERAL PROVISIONS

Section 1.0 Purpose

- (a) These Rules establish specific procedures and regulations governing the operation of the City's Personnel System for Non-Represented Full-Time and Part-Time employees. These Rules provide equitable and uniform procedures for dealing with personnel matters and are intended to attract to municipal service the best and most competent persons available; retain and develop those employees to ensure quality and continuity of service to the public; assure that appointments and promotions of employees are based on merit and fitness; and provide a reasonable degree of security for qualified employees.

Section 1.1 Responsibility

- (a) The Human Resources Director, under the direction of the City Manager, is responsible for the administration and interpretation of these Rules.

Section 1.2 Scope

- (a) These Rules define the obligations, rights, privileges, benefits, and prohibitions which accrue to and are placed upon all employees in classifications designated as Management, Confidential, Non-Represented Part-Time, and Ambulance Operator as established by the City Council. As used herein, Management includes all employees in classifications assigned to the Executive Management, Administrative Management, Middle Management, Supervisory Management, and Professional/Technical units.
- (b) The classifications of City Manager, City Attorney, City Clerk, City Treasurer, Assistant City Manager, Deputy City Manager, Mayor Assistant, Senior Policy Aide, City Council Aide I, City Council Aide II, and Ambulance Operator are specifically exempted from the provisions of the Personnel System by Anaheim Municipal Code (hereinafter, "AMC") Chapters 1.05.030.0102, 1.05.030.0106, and 1.05.030.0108. Employees appointed to a classification assigned to the Executive Management Unit on or after January 1, 2016 are also exempt from the provisions of the Personnel System by AMC Chapters 1.05.030.0102 and 1.05.030.0106. Notwithstanding the provisions of Chapter 1.05.030.0102 and in accordance with Chapter 1.050.030.030 of the AMC, unless otherwise specifically provided herein, these Rules shall apply to employees in the classifications of City Manager, Assistant City Manager, Deputy City Manager, City Attorney, City Clerk, and City Treasurer and to exempt employees in classifications assigned to the Executive Management unit as well as those serving as Ambulance Operator.
- (c) At-Will Appointments
 - (1) The City Manager, City Attorney, City Clerk, and City Treasurer shall serve at the pleasure of the City Council and may be removed from their position(s) at any time and for any reason by majority vote of the City

Council, provided that such removal does not violate the Anaheim City Charter or applicable law.

- (2) The Assistant City Manager, Deputy City Manager, and exempt employees in classifications assigned to the Executive Management unit shall serve at the pleasure of the City Manager and may be removed from their position(s) at any time and for any reason by the City Manager, subject to the ratification by majority vote of the City Council, provided that such removal does not violate the Anaheim City Charter or applicable law.
- (3) Ambulance Operators shall serve at the pleasure of the Fire Chief and may be removed from their position(s) at any time and for any reason by the Fire Chief, provided that such removal does not violate the Anaheim City Charter or applicable law. Employees serving as Ambulance Operator shall be appointed as limited-term employees with the term of the employment to be a period of seventy-eight (78) consecutive pay periods. The Fire Chief shall have sole discretion to extend the limited-term for no more than thirteen (13) additional pay periods. The limited-term provision shall apply separately to periods of full-time service in the Ambulance Operator classification and part-time service in the Ambulance Operator classification.

(d) Employment Agreements

- (1) Nothing contained in these Rules shall be deemed to prevent the City Council from entering into a written agreement concerning the employment or separation from employment of any employee with regard to whom the power of appointment or removal or the approval thereof is vested in the City Council. In the event a conflict arises between any provision in such written employment or separation agreement approved by the City Council and any provision of these Rules, the said agreement shall control.

Section 1.3 Merit System

- (a) These Rules are promulgated in accordance with the provisions of Article X of the Anaheim City Charter and the provisions of AMC Chapters 1.05 and 1.06 and are based upon established merit principles governing municipal employment. The City's Personnel System shall be administered in accordance with the following standards:
 - (1) Employment by the City of Anaheim shall be based on merit and fitness, free of personal, political, and protected class considerations.
 - (2) Appointments, promotions, and other actions requiring the application of the merit principle shall be based on systematic tests and/or evaluations.
 - (3) Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis.

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- (4) Tenure of employees covered by these Rules shall be subject to good behavior, satisfactory work performance, necessity for the performance of work, the availability of funds, and, when applicable, to a limited-term of service provision provided herein.
 - (5) Improvement of service is encouraged by providing employees with opportunities for training, including training for advancement and general fitness for public service.
 - (6) Employees have the right to pursue work place complaints and shall be protected from retaliation or adverse employment actions for the pursuit of a legitimate work place grievance.
 - (7) The City of Anaheim is committed to the principles of progressive discipline, and such discipline may be imposed in accordance with these Rules shall be designed to be corrective rather than punitive in nature.

Section 1.4 Nepotism

- (a) The City Council shall not appoint to any City government position any person who is a relative by blood or marriage within the third degree of any one (1) or more City Council members, nor shall the City Manager or any Executive Manager or other officer having appointive power appoint any relative of his or hers or of any Council Member within such degree to any such position.

Section 1.5 Personnel Actions

- (a) Any action concerning an employee's status of employment shall be processed by a personnel action. Such status shall become effective upon action by the City Manager or his/her authorized representative(s). All full-time and part-time employees shall receive a true copy of any personnel action taken concerning their status of employment.

Section 1.6 Severability

- (a) If any section, subsection, sentence, clause, or phrase of these Rules is found to be illegal, or contrary to any law by any court of proper jurisdiction, such findings shall not affect the validity of the remainder of these Rules.

RULE 2 CLASSIFICATION

Section 2.0 Purpose

- (a) The Classification Plan promotes the attraction and retention of qualified employees by providing a structure in which positions having similar duties and responsibilities are classified and compensated on a uniform basis through the use of a consistent methodology for classifying jobs and allocating positions Citywide. The plan supports and facilitates understanding between employees and their supervisors regarding job expectations; establishes consistent entrance qualifications; and ensures equitable compensation for similar work.

Section 2.1 Responsibility

- (a) The Human Resources Director shall be responsible for recommending classification of all Management, Confidential, Non-Represented Part-Time, and Ambulance Operator positions on the basis of the kind and level of duties and responsibilities, to the end that all positions in the same class shall be sufficiently alike to permit use of a single descriptive title; the same qualification requirements; the same test of competency; and the same salary schedule or salary range.

Section 2.2 Allocation of Positions

- (a) The Human Resources Director is responsible for reviewing, creating, and approving proposed changes to classification specifications in consultation with the appropriate department manager or supervisor. Classification specifications are to be interpreted in their entirety and in relation to other classification specifications within the Classification Plan. Particular phrases or examples are not to be isolated and treated as a full definition of the class. Classification specifications are intended to be descriptive and explanatory of the kind of work performed by all employees in the classification.
 - (1) A job class may contain one (1) or more positions.
 - (2) Creation or deletion of a classification(s) or modifications to the salary schedule shall require City Council approval.
 - (3) All classification specifications must be reviewed by the respective Executive Manager and approved by the Human Resources Director prior to implementation.
 - (4) Executive Managers may request a review if they do not agree with a Human Resources Department classification determination.
 - i. Such review must be submitted in writing to the City Manager within thirty (30) days of the final Human Resources Department's recommendation, including justification for a different determination, for final consideration.

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- (5) All employees having supervisory and/or managerial responsibilities shall have access to the current classification specifications for their own position, and any position they supervise or manage.

Section 2.3 Reclassification

- (a) A position may be reclassified on the basis of changes in or re-evaluation of the duties, responsibilities, and/or requirements of the position.
 - (1) The Human Resources Director shall be responsible for recommending and approving such reclassifications as he/she deems necessary.
 - (2) Incumbents may or may not be reclassified with their positions, based upon the recommendation and approval of the Human Resources Director.

RULE 3 COMPENSATION PLAN

Section 3.0 Purpose

- (a) The City's Compensation Plan promotes the attraction and retention of qualified employees by ensuring that employee compensation is internally equitable and competitive with market place practices.

Section 3.1 Compensation Plan

- (a) The Human Resources Director shall be responsible for recommending wages, rates, and salary schedules and/or salary ranges for each Management, Confidential, Non-Represented Part-Time, and Ambulance Operator job classification, and for the job classifications of City Manager, City Attorney, City Clerk, and City Treasurer.
 - (1) Salary structure adjustments adopted by City Council action shall apply to Council Appointees, unless a motion by Council to deny or modify such adjustment is taken.
 - (2) Employees hired to work in any Non-Represented Part-Time classification with a full-time equivalent, or as Part-Time Ambulance Operator, shall be compensated at an hourly rate of pay within the salary range or on the salary schedule established for the equivalent full-time classification.

Section 3.2 Job Evaluation

- (a) The City shall utilize a formal job evaluation system to establish the relative worth of individual jobs; ensure appropriate internal pay relationships; and determine the appropriate leveling of job classifications within the pay structure.
 - (1) The job analysis process shall be the responsibility of the Human Resources Department.
 - (2) Factors to be considered in the evaluation of the relative worth of individual jobs may include, but is not limited to, an assessment of: level of organizational responsibility; required job knowledge (education, experience, and training); supervision, exercised and received; scope of fiscal accountability; and necessity for written and/or oral communication skills.
 - (3) As part of the job evaluation process, internal salary relationships will also be reviewed in an effort to address specific compaction issues in individual operating departments or occupational groupings.

Section 3.3 Market Compensation Analyses

- (a) The City's optimal market positioning is to be competitive with the prevailing market practices for fully qualified employees when base pay, incentive pay, and/or

total compensation comparisons are made. The relative positioning to the market will vary for each position, job classification, and occupational grouping that is compared and may change at different points in time. The definition of comparable labor market agencies will be evaluated over time and change as the labor market changes.

RULE 4 SALARY ADMINISTRATION

Section 4.0 Purpose

- (a) The purpose of this Section is to maintain a compensation program that will attract and retain qualified employees at all levels of responsibility. Employee compensation shall be externally competitive and internally consistent and fair. In addition, the salary structure shall provide the flexibility required (based upon availability of funds) to reward employees on the basis of individual performance and contribution. City of Anaheim employees shall be paid a salary or wage within the classification range established by salary resolution(s) recommended by the Human Resources Director and approved by City Council.

Section 4.1 General

- (a) Employees shall be assigned to classifications that are compensated on an hourly or an annual basis. Employees compensated on an hourly basis shall be designated “Hourly Employees” and employees compensated on an annual basis shall be designated “Salaried Employees.” Hourly Employees shall be assigned to a classification in which the pay rate is determined by placement on a step in the applicable salary schedule. Salaried Employees shall be assigned to a classification in which the pay rate is any annual amount within a specified salary range.
- (b) A Salaried Employee’s placement within a salary range is referred to as the employee’s compa-ratio, which is determined by dividing the employee’s annual rate of pay into the market point of the applicable salary range. For Salaried Employees, the frequency and amount of increases is partially dependent upon the employee’s compa-ratio.

Section 4.2 New Hires – Hourly Employees

- (a) Newly hired Hourly Employees shall normally be compensated at the lowest step of the salary schedule of the job class for which they are hired. When a prospective employee’s experience and qualifications require special consideration, an Executive Manager may authorize the Human Resources Department to offer a higher step in the salary schedule. Salary steps greater than the seventh (7th) step require approval of the Human Resources Director.
- (b) The provisions of this Rule may also apply to reemployed and reinstated employees in accordance with Rule 11 – Layoff, Reassignment, and Reemployment and/or Rule 12 – Reinstatement.

Section 4.3 New Hires – Salaried Employees

- (a) Salary offers shall be between the “Minimum” and “Market” of the applicable salary range and shall reflect the prospective employee’s experience and qualifications. Employees hired at the Minimum are presumed to be qualified to

perform the duties and responsibilities of the job classification into which they are hired. If external considerations require hiring an employee at a higher rate, the Human Resources Director may recommend a rate above the Market of the salary range to the City Manager. Under no circumstances may the salary offer exceed the “Control Point.”

- (1) The City Manager may appoint persons to an Administrative or Executive level position at any salary within the applicable Administrative or Executive salary range.
- (2) New employees shall be paid at no less than the Minimum of the salary range. New employees may be hired above the Minimum of the range only if they possess experience, education, and/or qualifications that exceed the minimum standards established for the position.
- (3) As set forth in Rule 16 “Vacation,” the Human Resources Director may approve a one-time crediting of a vacation time bank and/or may approve an increase in service credits for vacation accrual rates for new hires to Management level job classes.

Section 4.4 Merit Increases – Hourly Employees

- (a) Regular, full-time hourly employees serving in classifications other than Ambulance Operator are eligible for individual merit increases effective on their merit review date. Merit increases are not automatically granted. Employees may be determined to be ineligible to receive a merit increase based upon their overall performance rating. Regular, full-time hourly employees shall be eligible for consideration for merit pay increases as follows:
 - (1) To the second (2nd) step of the salary schedule after completion of six (6) months of service in the first (1st) step.
 - (2) To the third (3rd) step after completion of six (6) months of service in the second (2nd) step.
 - (3) To the fourth (4th) step after completion of six (6) months of service in the third (3rd) step.
 - (4) To the fifth (5th) step after completion of six (6) months of service in the fourth (4th) step.
 - (5) To the sixth (6th) step after completion of six (6) months of service in the fifth (5th) step.
 - (6) To the seventh (7th) step after completion of six (6) months of service in the sixth (6th) step.

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- (7) To the eighth (8th) step after completion of twelve (12) months of service in the seventh (7th) step.
 - (8) To the ninth (9th) step after completion of twelve (12) months of service in the eighth (8th) step.
 - (9) To the tenth (10th) step after completion of twelve (12) months of service in the ninth (9th) step.
- (b) Ambulance Operators
- (1) Regular, full-time hourly employees serving in classification of Ambulance Operator are eligible for individual merit increases effective on their merit review date. Merit increases are not automatically granted. Employees may be determined to be ineligible to receive a merit increase based upon their overall performance rating. Regular, full-time hourly employees shall be eligible for consideration for merit pay increases as follows:
 - i. To the second (2nd) step of the salary schedule after completion of twelve (12) months of service in the first (1st) step.
 - ii. To the third (3rd) step after completion of twelve (12) months of service in the second (2nd) step.
- (c) For purposes of this Rule, "six (6) months" shall be construed to mean thirteen (13) complete biweekly pay periods; and "twelve (12) months" shall be construed to mean twenty-six (26) complete biweekly pay periods.
- (d) Merit pay increases shall be granted upon approval of the employee's Executive Manager for continued meritorious and efficient service and continued improvement by the employee in the effective performance of his/her duties.
- (e) The effective date of the merit pay increase shall be the first (1st) day of the pay period following approval as provided above and completion of the minimum required service in the next lower step as provided in Section 4.4(a).

Section 4.5 Merit Increases – All Salaried Employees with the Exception of Executive Management

- (a) Salaried Employees are eligible for individual merit increases in accordance with the current "Merit Matrix" within their pay range effective on the first (1st) day of the pay period following their merit review date. Merit increases are not automatically granted. Employees may be determined to be ineligible to receive a merit increase based upon their overall performance rating as stated in the employee's Performance Review Plan.
- (b) The City Manager shall determine the Merit Matrix each fiscal year based upon the City's financial condition; the City's ability to pay; market conditions; and any other factors the City Manager may deem appropriate.

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- (c) Merit increases shall be based upon an employee's overall performance rating as demonstrated in the Performance Review Plan and in accordance with the Merit Matrix. The employee's Executive Manager shall certify an employee's overall rating to the Human Resources Director for implementation of a merit increase.
 - (d) Employees are eligible for individual merit increases within their pay range effective on the first (1st) day of the pay period following their merit review date.
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Compa-ratio between 80.00%-99.99% Once every six (6) months until attaining a compa-ratio of 100.00%.

Compa-ratio at or above 100.00% Once every twelve (12) months until attaining a compa-ratio of 110.00%.

- (e) An employee shall be eligible to receive a merit increase as follows:
 - (1) An increase up to a compa-ratio of 110.00% shall be paid to the employee's base salary. An employee whose performance has been deemed exceptional may be eligible for an increase exceeding a compa-ratio of 110.00%, to a maximum 115.00%. Increases in a compa-ratio above 110.00% shall be paid one-half (½) to base and one-half (½) as a lump sum payment.
 - (2) An employee whose performance has been deemed exceptional may be eligible for an increase exceeding a compa-ratio of 115.00%. Increases in a compa-ratio above 115.00% shall be paid as a lump sum payment.
 - (3) Lump sum payments are not added to the employee's base pay and are not used in determining highest year compensation for the California Public Employee's Retirement System (hereinafter, "PERS") or for any leave bank payoffs.

Section 4.6 Merit Increases – Executive Management

- (a) Merit increases for employees in classifications assigned to an Executive Salary Range shall be based upon the employee's overall performance rating as demonstrated in his/her Performance Review Plan and in accordance with the current Merit Matrix. The City Manager shall certify an employee's overall rating to the Human Resources Director for implementation of his/her merit increase.
- (b) Employees in classifications assigned to an Executive Salary Range shall be eligible for a merit increase every six (6) months while in the lower third of the salary range. Eligibility for a merit increase shall be annually thereafter up to the Control Point.
- (c) When used for meritorious performance, the increase up to the Control Point of the salary range shall be paid to base. Any increase exceeding the Control Point to the salary "Maximum" shall be paid one-half (½) to base and one-half (½) as a lump sum payment. Any increase exceeding the salary Maximum shall be paid as a lump sum.

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- (d) Lump sum payments are not added to the employee's base pay and are not used in determining the highest year of compensation for PERS or for any leave bank payoffs.

Section 4.7 Merit Increases – City Council Appointees

- (a) Between July 1 and September 1 of each year, the City Council shall conduct and complete a Performance Review Plan for each City Council appointee (City Manager, City Attorney, City Treasurer, and City Clerk). The City Council shall evaluate the performance of each appointee for the period of the preceding fiscal year. The City Council may also elect to conduct a mid-year progress update to determine how effectively the appointee is meeting performance expectations and to discuss goals and objectives. Upon completion of each Performance Review Plan, the City Council, by a majority vote of its entire membership, shall rate the performance of each appointee for such period. The City Council shall meet with each appointee and discuss his/her Performance Review Plan rating. The City Council shall also inform the City Manager and Human Resources Director for such purpose. Failure of the City Council to conduct or complete any Performance Review Plan on time shall not affect any merit pay increase otherwise authorized.
- (1) Except as set forth in paragraph 4.7(a)(2) below, each appointee may qualify to receive a merit pay increase, in accordance with the Merit Matrix as established for other members of the Executive Management Group pursuant to Salary Resolution. Any merit pay increase authorized by the City Council shall be effective on the first day of the bi-weekly pay period following July 1. Appointees with a pay rate in the lower third of their range shall also be eligible for consideration for an additional merit increase effective on the first (1st) day of the bi-weekly pay period following January 1. The Human Resources Director is directed to implement such merit increases in accordance with these policies.
- (2) Notwithstanding the provisions of Section 4.7(a)(1) above, an appointee shall not receive the annual merit increase if either: (I) such appointee received a rating of less than “Valued Contributor” in his/her Performance Review Plan for the immediately preceding fiscal year, or (II) the City Council, by majority vote of its entire membership, establishes a different date for or a different amount of such merit increases, or determines to grant no merit increase for such appointee.
- (b) Nothing contained in Section 4.6 in its entirety shall prevent or restrict the City Council, at its sole and absolute discretion and by a majority vote of its membership, from taking any other action at any time with regard to increasing or decreasing the amount of compensation payable to any City Council appointee (City Manager, City Attorney, City Treasurer, and City Clerk).

Section 4.8 Merit Increases Non-Represented Part-Time Employees and Part-Time Ambulance Operator

- (a) Non-Represented Part-Time hourly employees (see (4.8(b) for Part-Time Ambulance Operators) are eligible for individual merit increases effective on their merit review date. Merit increases are not automatically granted. Employees may be determined to be ineligible to receive a merit increase based upon their overall performance rating. Non-Represented Part-Time hourly employees shall be eligible for consideration for merit pay increases as follows:
- (1) Part-time employees in job classes designated in the Resolution establishing rates for job classes by an "A" shall be eligible for consideration for merit pay increases as follows:
 - i. To the second (2nd) step of the salary range after completion of five hundred and twenty (520) work hours in the first (1st) step.
 - ii. To the third (3rd) step after completion of five hundred twenty (520) work hours in the second (2nd) step.
 - iii. To the fourth (4th) step after completion of five hundred twenty (520) work hours in the third (3rd) step.
 - iv. To the fifth (5th) step after completion of five hundred twenty (520) work hours in the fourth (4th) step.
 - v. To the sixth (6th) step after completion of five hundred twenty (520) work hours in the fifth (5th) step.
 - vi. To the seventh (7th) step after completion of five hundred twenty (520) work hours in the sixth (6th) step.
 - vii. To the eighth (8th) step after completion of five hundred twenty (520) work hours in the seventh (7th) step.
 - viii. To the ninth (9th) step after completion of five hundred twenty (520) work hours in the eighth (8th) step.
 - (2) Part-Time employees in job classes designated in the Resolution establishing rates for job classes by a "B" before grade codes shall be eligible for consideration for merit pay increases as follows:
 - i. To the second (2nd) step of the salary range after completion of one thousand forty (1040) work hours in the first (1st) step.
 - ii. To the third (3rd) step after completion of one thousand forty (1040) work hours in the second (2nd) step.

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- iii. To the fourth (4th) step after completion of one thousand forty (1040) work hours in the third (3rd) step.
 - iv. To the fifth (5th) step after completion of one thousand forty (1040) work hours in the fourth (4th) step.
 - v. To the sixth (6th) step after completion of one thousand forty (1040) work hours in the fifth (5th) step.
 - vi. To the seventh (7th) step after completion of one thousand forty (1040) work hours in the sixth (6th) step.
 - vii. To the eighth (8th) step after completion of two thousand eighty (2080) work hours in the seventh (7th) step.
 - viii. To the ninth (9th) step after completion of two thousand eighty (2080) work hours in the eighth (8th) step.

(3) Part-Time employees in job classes designated in the Resolution establishing rates for job classes by a "C" before grade codes shall be eligible for consideration for merit pay increases as follows:

- i. To the second (2nd) step of the salary range after completion of one thousand forty (1040) work hours in the first (1st) step.
- ii. To the third (3rd) step after completion of one thousand forty (1040) work hours in the second (2nd) step.
- iii. To the fourth (4th) step after completion of one thousand forty (1040) work hours in the third (3rd) step.
- iv. To the fifth (5th) step after completion of one thousand forty (1040) work hours in the fourth (4th) step.
- v. To the sixth (6th) step after completion of one thousand forty (1040) work hours in the fifth (5th) step.
- vi. To the seventh (7th) step after completion of one thousand forty (1040) work hours in the sixth (6th) step.
- vii. To the eighth (8th) step after completion of one thousand forty (1040) work hours in the seventh (7th) step.
- viii. To the ninth (9th) step after completion of one thousand forty (1040) work hours in the eighth (8th) step.

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- (4) Part-Time employees in job classes designated in the Resolution establishing rates for job classes by a “D” before grade codes shall be eligible for consideration for merit pay increases as follows:
- i. To the second (2nd) step of the salary range after completion of seven hundred eighty (780) work hours in the first (1st) step.
 - ii. To the third (3rd) step after completion of seven hundred eighty (780) work hours in the second (2nd) step.
 - iii. To the fourth (4th) step after completion of seven hundred eighty (780) work hours in the third (3rd) step.
 - iv. To the fifth (5th) step after completion of seven hundred eighty (780) work hours in the fourth (4th) step.
 - v. To the sixth (6th) step after completion of seven hundred eighty (780) work hours in the fifth (5th) step.
 - vi. To the seventh (7th) step after completion of seven hundred eighty (780) work hours in the sixth (6th) step.
 - vii. To the eighth (8th) step after completion of seven hundred eighty (780) work hours in the seventh (7th) step.
 - viii. To the ninth (9th) step after completion of seven hundred eighty (780) work hours in the eighth (8th) step.
- (b) Part-time employees serving in the Ambulance Operator classification will be eligible for consideration for an individual merit increase after completion of two-thousand eighty (2,080) work hours in the prior step.

Section 4.9 Special Merit Increases – Confidential, Non-Represented Part-Time Employees

- (a) When an employee demonstrates exceptional ability and proficiency in the performance of his/her assigned duties, the employee may be given a special merit advancement to the next higher step without regard to the minimum length of service provisions contained in these Rules upon the recommendation of the employee’s Executive Manager and the approval of the Human Resources Director. Probationary employees shall not be considered for a special merit.

Section 4.10 Special Adjustments – Management

- (a) Management employees may be eligible for a special salary adjustment, as approved by the City Manager, with the recommendation of the Human Resources Director. Requests for special salary and equity adjustments must be submitted in writing to the Human Resources Director; state the rationale for

special salary adjustment; and be signed by the employee's Executive Manager.

Salary and equity adjustments must be supported in writing and shall only be granted to address significant variances unrelated to tenure or performance among employees in the same or similar job classification.

Section 4.11 Management Salary Structure Adjustments

- (a) Management salary ranges are adjusted from time to time to ensure pay remains competitive and the City continues to attract and retain highly qualified employees. At the time of a salary structure adjustment, employees (including Executive Managers and Council Appointees) may be provided a pay adjustment in an amount equal to the structure adjustments. These adjustments shall require a performance rating of Valued Contributor or better during the employee's previous rating period.
 - (1) For an employee with a performance rating of less than Valued Contributor, the Executive Manager (City Manager for Executives and City Council for Council Appointees) may deny the structure adjustment; grant a portion of the adjustment; or postpone the adjustment for up to six (6) months to allow for reassessment of the employee's performance. If a merit is due to an employee during the time of the delayed structure adjustment, the merit date shall be extended for the same amount of time. At the conclusion of the reassessment period, the Executive Manager shall deny an increase or grant all/or a portion of the structure adjustment.
 - (2) As a result of a performance rating of less than Valued Contributor, a salary structure adjustment may result in an employee being compensated below his/her salary range Minimum.
 - (3) In the event the structure is adjusted but not fully funded, employees who remain below the salary range Minimum shall be adjusted to the range Minimum provided their performance is at the Valued Contributor level or better. Employees may be compensated below the salary range Minimum as a result of a performance rating of less than Valued Contributor.
- (b) The Human Resources Director will review the various salary structures in January of each year to determine whether to recommend to the City Council that the pay ranges for these structures be adjusted, and if so, by what percentage factor(s). A recommendation to adjust the pay structures, and by what percentage(s), will be based upon specific market data, employment cost indices, and/or internal factors and will be subject to the City's financial condition, the City's ability to pay, market conditions, and other factors.

Section 4.12 Reclassification – Confidential and Non-Represented Part-Time Employees

- (a) An employee who is reclassified to a higher job classification shall be placed in the lowest salary step of the salary schedule that provides an increase of at least four percent (4%).

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- (b) An employee who is reclassified to a lower job classification shall be placed in the salary step of the lower salary schedule closest to his/her rate of pay that does not provide an increase.
 - (c) An incumbent employee reclassified with his/her position to an equivalent job classification shall retain his/her rate of pay and his/her merit review date for purposes of merit pay increases.
 - (d) An incumbent employee reclassified with his/her position to a higher job classification shall retain his/her step and his/her merit review date for purposes of merit pay increases.
 - (e) An incumbent employee reclassified with his/her position to a lower job classification shall be placed in the step of the lower salary schedule closest to his/her rate of pay. If the top step of the salary schedule of the lower job classification is lower than the incumbent's rate of pay, the rate of pay shall be identified as the "Y" step of the lower salary range. An employee compensated at the "Y" step because of a downward reclassification shall remain in the "Y" step until such time as his/her job classification is assigned to a salary schedule in which the top step is equivalent to or higher than the "Y" step, at which time the employee shall be placed in the top step.
 - (f) An incumbent who is reclassified does not begin a new probationary period.

Section 4.13 Reclassification – Management

- (a) An incumbent who is reclassified with his/her position to a job classification at a higher range shall be placed at the Minimum of the new range or at a rate in the range which provides a ten percent (10%) pay increase, provided the rate does not exceed a compa-ratio of 105.00%. If a ten percent (10%) increase places the employee's salary beyond the 105.00% compa-ratio, the employee shall receive a minimum of five percent (5%) increase or an increase between five percent (5%) and ten percent (10%) in order to bring the employee to 105.00% compa-ratio; however, in no case shall the employee's salary exceed the Control Point. The employee shall be given a new merit review date in accordance with Section 4.5 of these Policies.
- (b) An incumbent who is reclassified to a job classification with no change in range shall retain his/her current rate of pay and merit review date.
- (c) An incumbent who is reclassified with his/her position to a job classification at a lower range shall retain his/her current rate of pay in the new range. If the current rate is higher than the new range Control Point, the employee's pay rate shall be frozen until such time as the Control Point of the range for the position exceeds the employee's rate of pay.
- (d) An incumbent who is reclassified does not begin a new probationary period.
- (e) The provisions of this Section shall not apply to employees in classifications designated exempt in accordance with Section 1.2 (b) of these Rules.

Section 4.14 Ineligibility for Special Merit Increases and Reclassification — Ambulance Operator

- (a) Employees serving in the classification of Ambulance Operator are not eligible for Special Merit Increases or Reclassification.

Section 4.15 Order of Precedence – Personnel Actions for Confidential and Non-Represented Part-Time Employees

- (a) When more than one (1) personnel action involving changes to an employee's salary step status become effective on the same day, the actions shall take place in the following order of precedence:
- (1) Adjustment to same salary step in newly authorized salary schedule;
 - (2) Merit pay advancement or reduction in salary step; and
 - (3) Promotion, demotion, or reclassification.

RULE 5 HOURS OF WORK AND PAYDAY

Section 5.0 Purpose

- (a) This section establishes regular work periods and regular work hours for all employees in classifications designated as Management, Confidential, Non-Represented Part-Time, or Ambulance Operator.

Section 5.1 Forty (40) Hour Work Week

- (a) The average regular work week for full-time Management and Confidential employees with the exception of certain designated personnel in the Fire Department, shall be forty (40) hours.
 - (1) For all Confidential employees with an average regular work week of forty (40) hours, the monthly rate shall be the hourly rate multiplied by two thousand eight hundred hours (2080) divided by twelve (12).
 - (2) For all Management employees with an average regular work week of forty (40) hours, the monthly rate shall be the annual rate divided by twelve (12).
- (b) Non-Represented Part-Time employees shall be assigned a work week of seven (7) consecutive days for the purpose of overtime. Non-Represented Part-Time employees shall have no guarantee of hours of work in any given work week.

Section 5.2 Fifty-Six (56) Hour Work Week

- (a) The regular work schedule for “Suppression Personnel” in the Fire Department in classifications designated as Management shall be eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle. The average work week of such designated personnel shall be defined as a fifty-six (56) hour work week.
 - (1) For employees with an average work week of fifty-six (56) hours the monthly rate shall be the annual rate divided by twelve (12). For the purposes of Suppression overtime, authorized in accordance with Rule 6, the hourly rate shall be the annual rate divided by two thousand nine hundred twelve (2912).
 - (2) An employee with an average regular work week of fifty-six (56) hours shall be eligible for one hundred twelve (112) hours biweekly pay when the employee is at work or on paid leave for all regularly scheduled work shifts during the pay period. Such employees on leave without pay shall have twenty-four (24) hours pay deducted from the one hundred twelve (112) hours biweekly pay each work shift not worked during a pay period. Such employees appointed other than at the beginning of a pay period, or separated other than at the end of a pay period, shall be paid for actual hours worked or a maximum of one hundred twelve (112) hours,

whichever is less.

Section 5.3 Ambulance Operator

- (a) The regular work schedule for an employee serving in a full-time Ambulance Operator position may be either be equivalent to a fire suppression twenty-four (24) hour shift schedule or forty (40) hours per week, depending on assignment.
- (b) Employees in the Ambulance Operator classification deemed part-time shall work limited and intermittent hours. Part-time Ambulance Operator employees shall have no guarantee of hours of work in any given work week.
- (c) Employees shall have a designated seven (7) day work period under the Fair Labor Standards Act (FLSA), beginning at 12:01 AM on Friday through midnight the following Thursday. Any hours worked within the designated work period in excess of forty (40) hours shall be paid in accordance with the requirements of the FLSA.

Section 5.4 Alternative Work Schedules

- (a) In certain instances alternatives to the traditional work schedule may be appropriate. Such schedules may be implemented under the following guidelines:
 - (1) Such schedules may be implemented at the request of the employee subject to City approval or by management when it is determined that a non-traditional work schedule serves the public interest.
 - (2) Alternate work schedules shall not reduce service to the public.
 - (3) Alternate schedules approved at the request of the employee may be adjusted or revoked by either party upon adequate notice to the other party. Adequate notice is understood to mean at least one (1) full pay period.
 - (4) Alternate work schedules implemented by management may be revoked by the City upon adequate notice to all affected employees. Adequate notice is understood to mean at least one (1) full pay period.
 - (5) Employees who perform authorized work in excess of the defined alternate work day or work week and who are otherwise eligible for overtime pay shall be compensated for such work at the rate of one and one-half (1½) times their regular hourly rate of pay in accordance with the provisions of Personnel Rule 6 - Premium Pay.
 - (6) Non-exempt Confidential employees who do not work on the holiday or day observed in lieu of the holiday, as set forth in Personnel Rule 15 – Holidays, shall be required to submit a vacation request for each hour beyond eight (8) hours of the defined alternate work schedule. Alternatively, employees may, with pre-approval of management, make

up hours beyond eight (8) hours on a single work day within the work period in which the holiday falls. Such additional hours worked shall not be considered overtime and the employee shall be paid at his/her regular hourly rate of pay. This make-up of hours shall only apply to holidays.

- (7) Employees may be assigned to or revoked from an alternate work schedule only effective at the beginning of a biweekly pay period.

Section 5.5 Pay Days

- (a) Regular salaries and compensation of all Management, Confidential, , and Non-Represented Part-Time employees, and employees serving in the Ambulance Operator classification, shall be paid on a biweekly basis.
 - (1) Executive Managers shall furnish the Finance Department with payroll and attendance records of their various departments, duly certified for payment and approved by them as to the employees in their respective departments, the day after the close of the payroll period.
 - (2) Prior to issuance of any payroll checks, the payroll shall be reviewed by the Human Resources Director for compliance with applicable City personnel rules (hereinafter, "Personnel Rules") and regulations. Any unauthorized payment shall be withheld by order of the Human Resources Director.
 - (3) The Finance Director shall issue payroll checks for the payment of authorized salaries and compensation.
- (b) All holiday, vacation, and sick leave payments shall be at the employee's regular rate of pay.

RULE 6 PREMIUM PAY

Section 6.0 Purpose

- (a) This Rule establishes the conditions under which various premium payments are added to an employees' base salary. Premium payments authorized by this Rule are intended to ensure the City's compliance with state and federal labor law, and to support the City in its efforts to attract and retain highly qualified employees.

Section 6.1 Exemptions from Overtime

- (a) Except as specifically provided in this Rule, all full-time Confidential employees in job classifications with an "X" before the salary schedule are exempt from Overtime. For the purposes of this Rule, such employees are considered "Exempt."
- (b) No employee shall receive overtime pay for the time spent, outside normal work hours, in attending meetings of any kind which are for the purpose of education or training unless the employee's Executive Manager specifically requires the employee's attendance and the employee is otherwise eligible for overtime compensation.

Section 6.2 Overtime - General

- (a) A full-time employee who performs authorized work in excess of his/her normal work period, regular work week, work day, or shift and is otherwise eligible for overtime shall be compensated for such work at the rate of one and one-half (1 ½) times his/her regular hourly rate of pay.
 - (1) All overtime must be authorized by the appropriate Administrative Manager and/or his/her designee.
 - (2) Overtime of less than one-half (½) hour duration shall be calculated as one-half (½) hour. Overtime of one-half (½) hour or more shall be calculated to the nearest one-quarter (¼) hour of time worked.
- (b) A Non-Represented Part-Time employee who performs authorized work in excess of forty (40) hours during his/her regular work week and is otherwise eligible for overtime shall be compensated for such work at the rate of one and one-half (1 ½) times his/her average hourly rate of pay for that work week.
 - (1) All overtime must be authorized by the appropriate Administrative Manager and/or his/her designee.
 - (2) Certain part-time "Recreation" classifications shall be exempt from overtime in accordance with applicable law. Employees in those classifications shall be compensated at the straight time hourly rate for all hours worked.

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- (3) Overtime of less than one-half ($\frac{1}{2}$) hour duration shall be calculated as one-half ($\frac{1}{2}$) hour. Overtime of one-half ($\frac{1}{2}$) hour or more shall be calculated to the nearest one-quarter ($\frac{1}{4}$) hour of time worked.
 - (4) A Non-Represented Part-Time employee in a classification listed below shall be guaranteed a minimum of four (4) hours pay at his/her regular hourly rate, upon reporting to work as scheduled. For time worked in excess of eight (8) hours per day or forty (40) hours in one (1) week, the employee shall be paid time and one-half ($\frac{1}{2}$) based on the applicable hourly rates to be computed to the nearest one-quarter ($\frac{1}{4}$) hour of time worked.

Part-Time Assistant Box Office Treasurer – Convention Center
Part-Time Box Office Treasurer – Convention Center
Part-Time Crowd Control Supervisor
Part-Time Guest Services Specialist I/II
Part-Time Head Usher

Section 6.3 Overtime – Exceptions

- (a) A Fire Battalion Chief assigned to “Situational Manning” or an employee in the classification of Power Resources Scheduler I or Power Resources Scheduler II shall be compensated at the rate of one and one-half ($1\frac{1}{2}$) times his/her regular hourly rate of pay for all overtime hours worked while serving in that capacity.
- (b) Fire Division Chiefs and Battalion Chiefs not assigned to Situational Manning may be compensated for overtime work authorized by the Fire Chief at the rate of one and one-half ($1\frac{1}{2}$) times their regular hourly rate of pay provided that such employees have been assigned by the Fire Chief to perform work normally performed by employees assigned to Situational Manning and provided that Anaheim receives reimbursement for the overtime worked from outside government agencies.
- (c) Management employees in exempt job classes may be compensated for overtime work authorized by the appropriate Executive Manager at the rate of one and one-half ($1\frac{1}{2}$) times their regular hourly rate of pay provided that such employees have been assigned by the appropriate Executive Manager to perform work normally performed by employees in non-exempt job classes.

Section 6.4 Standby

- (a) A full-time non-exempt Confidential employee assigned to standby duty for purposes of being on call to handle emergency situations arising at times other than during normal working hours shall be guaranteed two (2) hours of pay at his/her regular hourly rate of pay for each calendar day of such standby duty.

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- (b) Certain Management employees may be paid “Management Standby Pay” based upon the recommendation of the Human Resources Director and the appropriate Executive Manager with approval of the City Manager.
 - (1) Management Standby Pay will be either seventy-five dollars (\$75), one hundred fifty dollars (\$150), or two hundred twenty-five dollars (\$225) per a seven (7) consecutive day standby assignment as determined by the Human Resources Director.
 - (2) Standby pay eligibility will be evaluated on an individual basis.

Section 6.5 Call Out

- (a) A full-time non-exempt Confidential employee called out for emergency work shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay for such emergency work.
 - (1) All emergency call out time shall be calculated to the nearest one-quarter (1/4) hour of time worked.
 - (2) In addition to hours worked, travel time of up to forty-five (45) minutes shall be paid at the rate one and one-half (1½) times the employee’s regular rate of pay.
 - (3) A minimum of three (3) hours, inclusive of travel time at the rate of one and one-half (1½) times the employee's regular rate of pay, shall be guaranteed for each emergency call out.
- (b) Employees subpoenaed to appear during off duty hours as a prosecution witness for court matters within the scope of their employment and who receive such subpoenas after 5:00 p.m. of the calendar day prior to the date of court appearance shall receive overtime compensation according to emergency call out provisions.

Section 6.6 Planned Overtime

- (a) A full-time non-exempt Confidential employee who is assigned planned overtime shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay for such work.
 - (1) A minimum of two (2) hours pay at the rate of one and one-half (1½) times the employee's regular rate of pay shall be guaranteed for planned overtime, except when such overtime occurs immediately before or after a regular work period.
 - (2) A non-exempt Confidential employee subpoenaed to appear during off duty hours as a prosecution witness for court matters within the scope of

his/her employment and who receives such subpoena before 5:00 p.m. the calendar day prior to the date of court appearance shall receive overtime compensation according to the planned overtime provisions.

Section 6.7 Shift Premium

- (a) All eight (8) hour periods regularly scheduled to begin at 3:00 p.m. or thereafter, but before 3:00 a.m., shall be designated as night shift. A non-exempt Confidential employee assigned to the night shift shall receive shift premium.
 - (1) A premium of five percent (5%) of the employee's regular hourly rate of pay shall be paid for work performed in the night shift.
 - (2) When a shift premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the applicable shift premium.
 - (3) When an employee is required to work continuously without a break beyond the end of his/her night shift, the overtime rate shall be applied to the applicable shift premium.
 - (4) Shift premium shall be payable only for hours actually worked and shall not be paid for non-work time, such as vacations, holidays, sick leave, etc.
 - (5) Shift premium is only paid for full shifts worked.
- (b) Notwithstanding the provisions of Section 6.7(a)(5) above, a premium of five percent (5%) of the employee's regular hourly rate of pay shall be paid for each hour worked in his/her regular rate of pay between 3:00 a.m. and 6:00 a.m.
- (c) Management, exempt Confidential, and Non-Represented Part-Time employees are exempt from the provisions of Section 6.6.

Section 6.8 Temporary Upgrade – Confidential Employees

- (a) 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 or salary range higher than his/her regular job class.
 - (1) Employees who are temporarily upgraded to a Confidential job classification for two (2) hours or more, and who are responsible for the full range of duties assigned to the higher level classification, shall receive a seven and one-half percent (7½%) pay differential for all time worked in the temporary assignment.
 - (2) Confidential employees temporarily upgraded to a management classification for a minimum of one (1) complete work shift, and who are

responsible for the full range of duties assigned to the higher level classification, shall receive a fifteen percent (15%) pay differential for all time worked in the temporary assignment.

- (3) An employee must be qualified for the higher position in order to receive a pay differential. The determination of those persons qualified to work in higher rated classifications shall be established by the City.
- (4) Upgrade to a vacant position shall be limited to six (6) consecutive months, except in cases of extended sick leave, industrial accident leave, or leave without pay.

Section 6.9 Temporary Upgrade – Management Employees

- (a) A Management employee temporarily upgraded to another management job class at a higher salary range shall receive a seven and one-half (7½%) pay differential if they are assigned to work in the higher classification for a minimum of one (1) complete work shift, except as noted below.
 - (1) Employees temporarily upgraded to the position of Fire Marshal shall receive a seven and one-half percent (7½%) pay differential for all time worked during normal work hours if they are assigned to work in the higher classification for a period of one (1) complete work shift (eight (8) working hours) or longer. Employees upgraded to the position of Fire Marshal shall not receive upgrade pay for any hours worked outside the regular work shift.
 - (2) Employees temporarily upgraded to Fire Battalion Chief shall receive a seven and one-half percent (7½%) pay differential for all time worked in the higher job class during normal working hours if they are assigned to work in the higher job class for a period of four (4) working hours or longer.
- (b) Employees temporarily upgraded under this Section must be qualified for the higher position and must also be responsible for the full range of duties assigned to the higher level classification in order to be paid for the upgrade. The determination of those persons qualified to work in higher rated classifications shall be made by the City.
- (c) Upgrade pay is not available for Executive positions. Temporary coverage for such positions shall be in accordance with Section 7.6 – Acting Appointments and shall require pre-approval of the City Manager.

Section 6.10 Bilingual Pay

- (a) Employees required to speak, read, and/or write in Spanish or other languages, as well as English, as part of their regular duties of their position will be compensated, in addition to their regular pay, at the rate stated in the salary resolutions per pay period. Employees on Short-Term Disability (“STD”) or Leave Without Pay for over forty (40) hours in a pay period shall not receive bilingual pay.
 - (1) The appropriate Executive Manager shall designate which positions shall be assigned bilingual duties and which language shall be eligible for bilingual pay.
 - (2) The Human Resources Department shall conduct a competency test for employees whose positions have been assigned bilingual duties to certify these employees are eligible for bilingual pay. However, where operating departments have authorized bilingual certifiers, they may conduct their own bilingual competency testing and notify the Human Resources Director of such results.
 - (3) The effective date of bilingual pay certification shall be the first (1st) day of the pay period following the passing of the bilingual test by the employee as provided in Section 6.10(a)(2). Bilingual pay eligibility shall continue in accordance with the above provisions during any period of leave with pay.
 - (4) Bilingual pay eligibility shall continue only as long as the employee’s Executive Manager affirms an ongoing need for the bilingual duties, and only so long as the employee demonstrates continuing competency through a proficiency examination every three (3) years or as deemed appropriate by the Human Resources Department.

Section 6.11 Exemption

- (a) Executive Management shall be exempt from Rule 6 – Premium Pay in its entirety.
- (b) Employees serving in the classification of Ambulance Operator shall be exempt from all provisions of Rule 6 -- Premium Pay except Section 6.10 Bilingual Pay. Employees serving in this classification will be entitled to overtime pay in accordance with the FLSA.

RULE 7 APPOINTMENTS AND PROMOTIONS

Section 7.0 Purpose

- (a) This Rule establishes equitable and uniform procedures intended to attract to municipal service the best and most competent persons available, and to assure that appointments and promotions of employees are based on merit and fitness. Examinations shall be used and conducted to aid in the selection of qualified employees, and shall consist of recognized selection techniques which will, in the opinion of the Human Resources Director, test fairly the qualifications of candidates. Appointments and promotions will be solely based on qualifications without regard to race, color, national origin, religious or political affiliation or belief, membership in or attitude toward any employee organization, gender, age, physical disability, or any other protected classification prescribed by law, except where gender, age, or lack of physical disability is a bona fide occupational qualification.

Section 7.1 Recruitment – General

- (a) The Human Resources Department is the only department authorized to conduct recruitments and make job offers on behalf of all City departments. The Human Resources Department will consult with operating departments on the specifics of each recruitment, including but not limited to: the type of recruitment (e.g. open, ranked promotional, or unranked promotional); content of the job announcement; desired qualifications; and the structure and content of examinations. Only those individuals who possess the minimum qualifications for the position and who successfully complete the examination process may be considered for appointment or promotion.
 - (1) All examinations shall include a structured oral interview in which each job applicant is evaluated on his/her response to the same series of job-related questions. Examinations may also include job-related competency tests (e.g. typing, writing, and/or computer skills), assessment centers, or other valid, job-related examinations appropriate to the position and authorized by the Human Resources Director.
- (b) Authorization to conduct recruitments and make job offers may be delegated to operating departments when, in the opinion of the Human Resources Director, such delegation will not diminish public service and will enhance operational efficiencies. Such determination requires a “Delegated Employment Agreement” between the Human Resources Department and the operating department that specifies for which classifications and recruitment functions the operating department is responsible. The Human Resources Department shall periodically audit operating departments to ensure compliance with the Delegated Employment Agreement, Personnel Rules, and/or applicable/relevant Memorandum of Understandings.

Section 7.2 Recruitment – Open

- (a) Unless otherwise indicated at the time a recruitment is announced, recruitments are open to the general public. Recruitment announcements shall be distributed widely enough to ensure a diverse and qualified applicant pool, and shall, at a minimum, include the following information:
 - (1) Title, pay-rate, minimum requirements, and general description of the classification for which the recruitment is conducted.
 - (2) Description of the specific duties of the position for which the recruitment is conducted.
 - (3) Any desirable qualifications in addition to the minimum qualifications for the position (e.g. bilingual skills).
 - (4) Application procedures including last day to apply or a statement that the recruitment shall remain open on a continuous basis until the position is filled.
 - (5) Type of eligibility list that will be created from the recruitment (i.e., position, department, or classification).
- (b) At the conclusion of the filing period (or periodically for a continuous recruitment), an applicant who has failed to demonstrate that he/she possesses the minimum requirements for the position shall be removed from further consideration. For open recruitments for a classification, the remaining applicants shall be placed on an eligibility list; however, only those remaining applicants whose qualifications best fit the position shall be referred for consideration. Eligibility lists for open recruitments for specific positions will include solely those candidates that have been interviewed. Multiple eligibility lists may exist for a recruitment.
- (c) City employees who submit an application in an open recruitment shall be evaluated on the same basis as external applicants, including reference and/or background checks.
- (d) Eligibility lists created from an open recruitment shall not be ranked. Such lists may be restricted to the position for which the recruitment is conducted, or may apply to any vacancies within the City in the specified classification.
 - (1) The recruitment announcement shall include a statement specifying which type of eligibility list will be established (i.e., position, department, or classification).

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- (2) Eligibility lists shall remain in effect for a period of six (6) months or until depleted. Lists containing three (3) or fewer names may be considered depleted.
 - (3) Eligibility lists may be extended by the Human Resources Director for a period not to exceed an additional six (6) months.
 - (4) Eligibility lists shall not be created for any “Intern” classification.
- (e) Executive Managers may recommend new hire rates. However, only the Human Resources Department has the authority to extend offers of employment and to negotiate wages and benefits.
 - (f) Notwithstanding any other provisions of this Rule, vacant positions which would otherwise be filled by an open recruitment may be filled by appointing a Part-Time employee who is currently employed in a Part-Time classification to a comparable full-time classification without qualifying the employee through the competitive process.

Section 7.3 Recruitment - Promotional

- (a) At such times as the “Appointing Authority,” with concurrence of the Human Resources Director, determines that it is in the best interests of the City to promote from within, promotions shall be on a competitive basis except when the Human Resources Director finds that the number of employees qualified for promotion is insufficient to justify competition.
- (b) When the Human Resources Director has determined that the number of employees qualified for promotion is sufficient to justify competition, a promotional announcement shall be distributed to the organization and shall, at a minimum, include the following information:
 - (1) Title, pay-rate, minimum requirements, and general description of the classification for which the promotional recruitment is conducted.
 - (2) Description of the specific duties of the position for which the promotional recruitment is conducted.
 - (3) Any desirable qualifications in addition to the minimum qualifications for the position (e.g. bilingual skills).
 - (4) Application procedures including last day to apply.
 - (5) Type of promotional eligibility list that will be created from the promotional recruitment (i.e. ranked or unranked, position, department, or classification).

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- (c) At the conclusion of the filing period, an applicant who has failed to demonstrate that he/she possesses the minimum requirements for the position shall be removed from further consideration. Of the remaining applicants, only those whose qualifications best fit the position shall be referred for consideration.
 - (d) Promotional eligibility lists may be ranked. Such lists may also be restricted to the position for which the promotional recruitment is conducted, or may apply to any vacancies within the City in the specified classification.
 - (1) The recruitment announcement shall include a statement specifying which type of promotional eligibility list will be established (i.e. ranked or unranked, position, department, or classification).
 - (2) When creating a ranked list, eligible candidates shall be listed in the order of final evaluation and appointments from that list shall normally follow rank order. When ranking a promotional eligibility list, appropriate consideration shall be given to promotional candidates' qualifications, record of performance, and seniority, in that order. Employees shall be given written notice of their rank order on promotional eligibility lists.
 - (3) Promotional eligibility lists shall remain in effect for a period of six (6) months, or until depleted. Lists containing three (3) or fewer names may be considered depleted.
 - (4) Promotional eligibility lists may be extended by the Human Resources Director for a period not to exceed an additional six (6) months.
 - (5) The appropriate Executive Manager, with the concurrence of the Human Resources Director, may order names removed from a promotional eligibility list for good and sufficient reasons. Employees shall be given written notice of removal of their names from eligibility lists.

Section 7.4 Promotion Without Competition

- (a) An employee may be promoted without qualifying through the competitive process when he/she is in a classification with a recognized career progression (e.g. from Management Analyst I to Management Analyst II), or when the Human Resources Director determines that the number of employees qualified for promotion is insufficient to justify competition.
- (b) When the position is one with a recognized career progression, the employee's Executive Manager need only notify the Human Resources Director, in writing, that the employee meets all of the minimum requirements for the higher level position.

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- (c) When the Human Resources Director determines that that the number of employees qualified for promotion is insufficient to justify competition, the Executive Manager of the department with the vacancy shall informally solicit interest among his/her employees; discuss the position and its requirements with all qualified employees who indicate interest; and consider an employee's record of performance. The Executive Manager shall provide the results of his/her informal process and recommendation for promotion to the Human Resources Director.

Section 7.5 Promotions – General

- (a) An employee promoted to a Confidential or Non-Represented Part-Time classification assigned to a salary schedule shall be placed in the step of the higher salary schedule that will provide a pay increase of not less than four percent (4%), except when the top step of the higher salary schedule provides a pay increase of less than four percent (4%). When the lowest step of the higher salary schedule is more than four percent (4%) higher than the employee's current rate of pay, the new rate of pay shall be the lowest step of the higher salary schedule. The employee shall be given a new merit review date for purposes of merit pay increases.
- (b) An employee promoted to a Management or Non-Represented Part-Time Management classification assigned to a salary range shall be placed at any rate within the designated salary range which provides a minimum ten percent (10%) increase. With the approval of the Human Resources Director, an employee who is promoted to a classification that is assigned field responsibilities shall be placed at a rate in the range which provides a minimum fifteen percent (15%) pay increase. In no case may the increase cause the employee's salary to exceed the Control Point. A new merit review date shall be established in accordance with Rule 4 – Salary Administration.
- (1) The new pay rate for promotion to Fire Battalion Chief or Deputy Chief of Police shall be calculated using the base hourly rate plus any special pay the employee was receiving in the bargaining unit classification at the time of promotion.
- (2) The new pay rate for promotion to Electric Field Superintendent shall be calculated using the base hourly rate plus the additional "Rubber Gloving Pay," if the employee was Rubber Glove Certified and receiving such pay in the bargaining unit classification at the time of promotion.
- (3) Under special circumstances, a new pay rate may be calculated using other forms of pay recommended by the Human Resources Director and approved by the City Manager.

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- (c) Promotions to Administrative Management positions must be approved by the City Manager.
 - (d) The City Manager may appoint a current City employee to an Administrative Management position at any rate within the designated salary range.
 - (e) The City Manager may, at his/her discretion, provide additional vacation accrual or vacation balance in accordance with the provisions of Personnel Rule 16 – Vacation to an employee appointed to a higher level management position.
 - (f) The Human Resources Director may recommend pay adjustments or other remedies to correct pay inequities arising out of the application of these promotional policies where pay rates are not internally equitable. All recommendations shall require the approval of the City Manager.

Section 7.6 Acting Appointments – Management

- (a) An “Acting Appointment” is the appointment of an employee to a management position on a temporary basis for an indefinite duration when a legitimate need exists due to a vacancy or an extended absence of another employee such as illness, vacation, prolonged jury duty service, military leave, etc. Not all long term vacancies require an acting appointment; such appointments are reserved for positions that must be filled by law or Charter, or for those positions that are essential to maintain public services and/or efficiency of operations within the City.
- (b) An Acting Appointment of a person meeting the minimum qualifications for the position may be made by the appropriate Executive Manager with the approval of the City Manager for “Administrative Management” positions. Acting appointments to all other management positions shall only be made with the approval of the Human Resources Director under special circumstances pursuant to Section 7.6(a). Requests for Acting Appointments must be submitted in writing and must include justification for the appointment.
- (c) Acting Appointments are subject to the following:
 - (1) An Acting Appointment must cover a period of at least thirty (30) days.
 - (2) A request for an Acting Appointment should be submitted to the Human Resources Department prior to instituting the acting period. An acting appointment is not posted.
 - (3) The Acting Appointment must involve the assignment of duties and responsibilities corresponding to those included in the job description for the acting position and must be assumed on a full-time basis. However, in some departments, individuals may take on additional assignments and

responsibilities at a higher level while maintaining their current job for a limited duration.

- (4) The appointee in all cases must meet the requirements as provided in the job description of the acting title. The appointee's background will be reviewed to ensure that the appointee meets the minimum requirements.
 - (5) If an incumbent fails to meet the minimum requirements for an acting appointment, but is performing duties associated with the position, an appropriate acting classification and level of pay, if warranted, will be determined.
 - (6) The normal promotional salary progression will apply in accordance with Section 7.5. If the employee is placed in the position through a competitive process after serving in an acting capacity, the resulting action will be a status change from acting to probationary and the employee's merit review date will remain the same.
- (d) For Administrative and Middle Management classifications, an eligibility list shall normally be established within twelve (12) months of the effective date of the acting appointment. For Supervisory and Professional Management classifications, an eligibility list shall normally be established within six (6) months of the effective date of the acting appointment.
- (1) In the event that any acting appointee fails to qualify for placement on the eligibility list, he/she shall be removed from the acting appointment no later than the close of the first (1st) complete biweekly pay period following the establishment of the eligibility list.

Section 7.7 Provisional Appointments

- (a) A "Provisional Appointment" is the appointment of a person from outside the organization to a position on a temporary basis for a limited duration when a legitimate need exists to fill a vacancy prior to the establishment of an eligibility list. The Provisional Appointment of a person meeting the minimum qualifications for an Administrative Management vacancy requires the prior approval of the City Manager and for all other vacancies, the prior approval of the Human Resources Director.
- (b) A Provisional Appointment shall only be allowed in the absence of an eligibility list. All Provisional Appointments shall be temporary and shall be valid only until an eligibility list is established for the position. No Provisional Appointment shall be valid beyond six (6) months without the approval of the City Manager. In no case shall a Provisional Appointment exceed twelve (12) months.

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- (c) A Provisional Appointment may be permitted to occupy a vacant position provided that the appointing authority certifies that the nominee is qualified for appointment based on an evaluation of experience, training or education, and there are no reemployment lists for the position.
 - (d) For purposes of computing the appropriate pay rate, Provisional Appointments shall be considered new appointments. If the provisional appointee is placed in the position through a competitive process after serving in a provisional capacity, the action will be a status change from provisional to probationary and the appointee's merit review date will remain the same.
 - (e) In the event that any provisional appointee fails to qualify on the eligibility list or is not selected as established within the appropriate time frames of the provisional appointment, said provisional appointment shall end and the provisional appointee shall have his/her employment terminated.
 - (f) If it is not possible to establish an eligibility list for any reason, the City Manager, upon recommendation from the Human Resources Director, may approve a provisional appointee to a probationary appointment provided that the department has interviewed available candidates and determined that the candidates do not possess the skills needed to fill the vacancy and the Human Resources Director concurs with such determination.

Section 7.8 Grant-funded Positions

- (a) Appointments to certain grant-funded and/or limited-term positions as designated by the City Manager may be made without competitive examinations and/or evaluations. Such appointments may be made by the appropriate Executive Manager with the approval of the Human Resources Director. In the event that a grant-funded and/or limited-term appointee fails to complete competitive examinations and/or evaluations and is not appointed to a City-funded position during his/her period of employment under the grant or limited-term position, said appointee shall be terminated from City employment.

Section 7.9 Exemptions

- (a) The provisions of this Rule shall not apply to employees in classifications designated exempt in accordance with Section 1.2 (b) of these Rules except that Section 7.0, 7.1 and 7.2 shall apply to employees serving in the classification of Ambulance Operator.

RULE 8 SPECIAL ASSIGNMENTS

Section 8.0 Purpose

- (a) Special assignments under the provisions of this Rule allow the Police and Fire Chiefs to configure his/her command staff to ensure effective and efficient response to critical public safety emergencies.

Section 8.1 Special Assignment – Fire Battalion Chief

- (a) Employees shall be placed in the position of Fire Battalion Chief – 40 Hour by “Special Assignment” only. Positions of Fire Battalion Chief – 40 Hour shall be filled by employees at the rank of Fire Battalion Chief.
- (b) The Fire Chief shall assign employees to the special assignments of Fire Battalion Chief – 40 Hour, and persons so assigned shall serve at the will and pleasure of the Fire Chief while in such Special Assignment. Incumbents do not have vested rights to these positions. The Fire Chief may end a Special Assignment at any time.
 - (1) An employee who is assigned to the classification of Fire Battalion Chief – 40 Hour shall be placed in the “FR30” salary range which provides the same compa-ratio. The employee shall retain his/her merit review date.
 - (2) Any specialty pay provided to an employee shall be considered part of the employee’s base salary for the purpose of calculating the pay increases described above.
- (c) When returned to the classification of Fire Battalion Chief – 56 Hour, the employee’s rate of pay shall be his/her current compa-ratio. However, the employee’s rate of pay cannot exceed the Control Point of the salary range for Fire Battalion Chief – 56 Hour when recalculated, unless the employee’s rate of pay exceeded Control Point prior to the special assignment.

Section 8.2 Special Assignment – Deputy Chief of Police

- (a) Employees shall normally be placed in the position of Deputy Chief of Police by “Special Assignment” from the rank of Police Captain, and an employee so appointed shall hold the rank of Police Captain assigned to the position of Deputy Chief of Police. However, at the discretion of the Police Chief and with the concurrence of the Human Resources Director, an open recruitment may be conducted for the position. In the event an applicant is hired from outside the organization, the employee shall be appointed to the rank of Deputy Chief of Police and shall have no rights of reversion to the classification of Police Captain.
- (b) Employees holding the rank of Police Captain assigned to the position of Deputy Chief of Police shall serve at the will and pleasure of the Chief of Police while in such Special Assignment, and shall not accrue vested rights to the Deputy Chief

of Police position. The Chief of Police may end a Special Assignment at any time.

- (c) A Police Captain who is assigned to the position of Deputy Chief of Police shall be subject to the City of Anaheim Personnel Rules Covering Management, Confidential, and Non-Represented Part-Time employees, and Ambulance Operator employees. The Anaheim Police Management Association (APMA) shall have no rights to the representation, including, but not limited to, the classification pay, duties and responsibilities, or recruitment of such position.
- (d) An employee assigned to Deputy Chief of Police shall be given a ten percent (10%) pay increase or the salary range minimum, whichever is greater. However, the ten percent (10%) pay increase cannot exceed a compa-ratio of 105.00%. If a ten percent (10%) increase places the employee's salary beyond 105.00% compa-ratio, the employee shall receive a minimum of five percent (5%) increase or an increase between five percent (5%) and ten percent (10%) in order to bring the employee to 105.00% compa-ratio. In no case may the employee's base salary exceed the Control Point. A new merit review date shall be established in accordance with Section 4.10, Rule 4 – Salary Administration.
 - (1) Any specialty pay provided an employee shall be considered part of the employee's base salary for the purpose of calculating the pay increase described above.
- (e) At the end of such Special Assignment, an employee shall be returned to the classification of Police Captain, unless the reasons for removal from the assignment would be cause for dismissal from City service.
- (f) When returned to a previously held position, the employee's rate of pay shall be the highest step that does not provide an increase in pay.

RULE 9 PROBATION

Section 9.0 Purpose

- (a) This Rule allows the Appointing Authority to subject newly hired or promoted employees to heightened scrutiny, and to reject such an employee at any time during his/her probationary period if the employee's work and conduct is determined to be below standards.

Section 9.1 General

- (a) Newly appointed employees; employees promoted; employees reinstated after thirty (30) days in accordance with Rule 12 – Reinstatement; employees reassigned according to the Vocational Rehabilitation Administrative Regulation; and employees transferred in accordance with Rule 14 – Transfer shall be subject to a period of probation. The regular period of probation shall be twelve (12) months.
 - (1) In the event an employee is assigned to light duty status or is absent from work due to a lengthy illness or injury during his/her 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 the employee was assigned to light duty status or loss of service time due to such illness or injury.
 - (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.

Section 9.2 Evaluation

- (a) The work and conduct of probationary employees shall be subject to close scrutiny and evaluation and, if found to be below standards satisfactory to the Appointing Authority, 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 a rejection is alleged to be contrary to the provisions of any state or federal law or the Personnel Ordinance and/or Personnel Resolution.
- (b) An employee shall be retained beyond the end of the probationary period only if the appropriate Executive Manager affirms that the services of the employee have been found to be satisfactory. However, in the event the Executive Manager fails to either affirm or reject a probationary employee prior to the end of the employee's probationary period, the employee will be considered to have satisfactorily completed his/her probationary period and shall be granted regular status in the classification in which the probationary period is served.

Section 9.3 Probationary Rejection

- (a) A Management, Confidential, or Non-Represented Part-Time employee rejected or laid off during the probationary period from a position to which he/she has been appointed from outside the organization shall be separated from City service.
- (b) A Management or Confidential employee rejected or laid off during the probationary period from a position to which he/she had been promoted or transferred shall be returned to the classification in which he/she had regular status unless the reasons for his/her failure to complete his/her probationary period would be cause for dismissal from City service.
- (c) Anaheim will make every reasonable effort to return a Non-Represented Part-Time employee rejected or laid off from a position to which he/she had been promoted or transferred to 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 City service/employment.
- (d) The appropriate Executive Manager shall request the Human Resources Department to prepare a Personnel Action Form to separate or return to a former classification any employee to be rejected during a probationary period.

Section 9.4 Exemptions

- (a) The provisions of this Rule shall not apply to employees in classifications designated exempt in accordance with Section 1.2 (b) of these Rules

RULE 10 SALARY REDUCTION, SUSPENSION, DEMOTION, AND DISMISSAL

Section 10.0 Purpose

- (a) This Rule establishes the procedures through which an employee may be disciplined for unsatisfactory performance or conduct when the level of discipline proposed requires Skelly due process. Any employee may be suspended, reduced in salary, demoted, or dismissed for good and sufficient cause provided the employee has received appropriate notification of the proposed disciplinary action and has been provided an opportunity to respond.
- (b) This Rule does not preclude the use of other forms of less severe discipline that do not require Skelly due process such as verbal or written reprimands.

Section 10.1 Level of Discipline

- (a) When, in the judgment of the appropriate Executive Manager, a non-exempt Confidential or Non-Represented Part-Time employee's work performance or conduct justifies disciplinary action short of demotion or dismissal, the employee may be suspended without pay in any number of full work-day increments up to thirty (30) calendar days at any one time or reduced in pay for up to six (6) consecutive calendar months.
- (b) When an employee in a Management or Confidential classification designated as FLSA exempt has been determined by the appropriate Executive Manager to have violated workplace conduct rules or committed major safety violations, the Executive Manager may suspend such employee without pay in any number of full work-day increments up to sixty (60) calendar days at any one time. Alternatively, the salary of an FLSA exempt employee found to have violated workplace conduct rules may be reduced, provided that the reduced salary is not below the minimum salary required by applicable law or regulation.

Section 10.2 Procedure

- (a) An employee may be reduced in pay; suspended without pay; demoted; or dismissed upon recommendation by an Administrative Manager or other appropriate supervisor whenever, in the judgment of the appropriate Executive Manager, the employee's work performance or misconduct so warrants. Such actions must be reviewed by the Human Resources Department. Prior to imposing any discipline, authorized under the provisions of this Rule, the appropriate Executive Manager or Administrative Manager, at a minimum, shall:
 - (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:
 - i. The discipline that is proposed.

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- ii. The grounds for imposing disciplinary action.
 - iii. The actions, omissions, or conduct of the employee upon which the proposed discipline is based.
 - iv. An invitation to respond either orally or in writing prior to the proposed effective date of the discipline.
- (2) Provide copies of documents that were considered in determining the proposed discipline.
 - (3) Provide written notification of the final determination after consideration of the employee's response or after the response deadline if the employee chooses not to right to respond.
- (b) Upon taking action in accordance with this Rule, the Executive Manager 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.

Section 10.3 Exemptions

- (a) The provisions of this Rule shall not apply to employees in classifications designated exempt in accordance with Section 1.2 (b) of these Rules.

RULE 11 LAYOFF, REASSIGNMENT, AND REEMPLOYMENT

Section 11.0 Purpose

- (a) The purpose of this Rule is to establish consistent procedures when implementing a reduction in the City's work force in response to changes in economic conditions or City Council priorities. Layoffs shall be implemented for a lack of work or lack of funds and shall be on the basis of an evaluation of employee qualifications and seniority within the affected job class.

Section 11.1 Procedure

- (a) An employee whose position has been abolished due to lack of work or lack of funds shall be reassigned by his/her Executive Manager to the position within his/her division or department in an equivalent or lower job class closest to his/her current classification for which he/she meets the minimum requirements and where he/she has City seniority over other employees in the job class. In the case of employees having equal City seniority, the tie-breaker will be resolved by a random lottery. If the employee whose position has been abolished does not have City seniority over other employees in equivalent or lower classes, he/she may be reassigned by his/her Executive Manager to any vacant position within the department in an equivalent or lower job class, for which he/she meets the minimum requirements.
 - (1) Employees in Confidential job classes who are reassigned shall be placed in the salary step of the appropriate salary range closest to their rate of pay. Employees so reassigned shall be reinstated to their former job class and salary step status when positions in their former job class (within their division or department) become vacant. Such reinstatement shall be on the basis of City seniority.
 - (2) Employees in Management job classes reassigned to another Management job class shall retain their current merit review date and their current rate of pay if it falls within the salary range of the classification reassigned. Otherwise, their rate of pay will be adjusted to the Control Point of the salary range for the new classification. In no case shall the management employee's rate of pay exceed the Control Point as a result of such reassignment in lieu of layoff.
 - (3) Employees in Management job classes reassigned to a Confidential or bargaining unit classification will be placed in the closest salary step of the new job class which does not provide an increase. The employee's base hourly rate will be used in calculating the appropriate rate of pay.
 - (4) Employees in bargaining units or Confidential job classifications who are reassigned to a management job classification where the salary range Market Point is equal to or less than the top step of the bargaining unit or Confidential job classification shall retain their current rate of pay provided it falls between the salary range minimum and market points of

the management classification. Otherwise, the rate of pay will be adjusted to the Market Point of the salary range. The base hourly rate will be used in calculating the appropriate rate of pay.

- (b) Whenever an employee, whose position has been abolished cannot be reassigned to a position within his/her department, he/she may be reassigned by the City Manager to any vacant position in any other department in his/her job class or in an equivalent or lower job class for which he/she meets the minimum qualifications for employment. Employees reassigned to vacant positions in an equivalent or lower job class in any other department shall be reinstated to their former job class and salary step status when positions in their former job class (within their former department) become vacant. Such reassignment shall be on the basis of City seniority.
- (c) An employee who is reassigned in lieu of layoff to a job classification at the same salary range shall retain his/her current rate of pay and merit review date.
- (d) Whenever an employee is reassigned to a vacant position in the same class, an equivalent class, or lower class as herein provided, he/she shall retain the same anniversary date for purposes of merit pay increases.
- (e) Whenever an employee is reinstated to a vacant position in his/her former job class, or re-employed as herein provided, he/she shall be given a new anniversary date for purposes of merit pay increases in accordance with the provisions of Rule 4 – Salary Administration.

Section 11.2 Reemployment

- (a) Whenever an employee whose position has been abolished is not reassigned to another position, he/she shall be separated from City service and placed on the reemployment list for his/her job class. Persons on the reemployment list shall be reemployed with their former salary step status when positions in their job class (within the department from which they were laid off) become vacant. Reemployment shall be on the basis of City seniority.
- (b) Reemployment lists shall contain the names of regular, full-time employees laid off in good standing for lack of funds.
 - (1) Reemployment lists shall remain in effect for a period of one (1) year. Reemployment lists shall not be extended.
- (c) An employee reinstated from a reemployment list shall be considered to have continuous service and shall be credited with the amount of accumulated sick leave he/she had accrued at the time of layoff if he/she elects to remit to the City any payment received under the provisions of Rule 17 – Sick Leave.

Section 11.3 Exemptions

- (a) The provisions of this Rule shall not apply to employees in classifications designated exempt in accordance with Section 1.2 (b) of these Rules, Non-Represented Part-Time employees, and employees appointed to certain grant-funded and/or limited-term positions as designated by the City Manager under Rule 7.8.

RULE 12 REINSTATEMENT

Section 12.0 Purpose

- (a) This Rule establishes provisions that allow the reinstatement of employees who terminated employment in good standing without requiring such employees to re-qualify for employment through a competitive process.

Section 12.1 Procedure

- (a) Upon recommendation of the Executive Manager and with approval of the Human Resources Director, an employee may be reinstated to a vacant position in his/her former job classification or job family within three (3) years of his/her termination date without re-qualifying for employment by competitive process.
 - (1) A full-time employee reinstated within thirty (30) days of his/her termination date shall be considered to have continuous service; shall not serve a new probationary period; and shall be credited with the amount of accumulated sick leave he/she had at the time of termination. He/she shall be placed in his/her former salary status step/range and shall retain his/her anniversary date for purposes of merit pay increases. If his/her anniversary date occurred during the period of his/her absence, his/her new anniversary day shall be the first (1st) day of the next biweekly pay period following reinstatement.
 - (2) A Non-Represented Part-Time 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/range and shall retain his/her record of step hours worked for purposes of merit pay increases.
 - (3) A full-time employee or a Non-Represented Part-Time employee reinstated after thirty (30) days of his/her termination date shall serve a new probationary period; may be considered to have broken service for purposes of salary status; and shall be considered to have broken service for all other employee benefits.
- (b) An employee may be reinstated under the provisions of the Vocational Rehabilitation Administrative Regulation to any vacant position for which he/she meets the minimum qualifications.

Section 12.2 Exemptions

- (a) The provisions of this Rule shall not apply to employees in classifications designated exempt in accordance with Section 1.2 (b) of these Rules.

RULE 13 VOLUNTARY DEMOTION

Section 13.0 Purpose

- (a) This Rule provides procedures for those instances when, for any reason, an employee requests a voluntary demotion.

Section 13.1 Definition

- (a) A voluntary demotion is the movement of an employee into a classification with a lower salary schedule or salary range at the request of the employee.

Section 13.2 Procedure

- (a) A voluntary demotion shall require the approval of the Executive Manager under whom the employee will serve and the Human Resources Director. An employee taking a voluntary demotion may be placed in any salary of the appropriate salary range that does not provide an increase in salary. A new anniversary date shall be given for purposes of merit pay increases in accordance with provisions of Rule 4 – Salary Administration.
 - (1) Voluntary demotions authorized under the provisions of the Vocational Rehabilitation Administrative Regulation shall be in accordance with the provisions of this Rule.
- (b) Upon recommendation of the Executive Manager and with approval of the Human Resources Director, an employee who has taken a voluntary demotion to a lower job class may be reinstated to a vacant position in his/her former job class, which the employee had regular status, within three (3) years of the effective date of the voluntary demotion without re-qualifying by competitive processes.
 - (1) An employee reinstated to his/her former job class from a voluntary demotion shall be placed in the salary range at his/her current rate of pay or on the salary schedule of his/her former job class closest to his/her current rate of pay. He/she shall retain his/her anniversary date for purposes of merit pay increases; however, if he/she is placed in the first (1st) through sixth (6th) step of a salary schedule or below market in a salary range, he/she shall be eligible for a merit pay increase after six (6) months or his/her regular anniversary date, whichever is sooner.

Section 13.3 Exemptions

- (a) The provisions of this Rule shall not apply to employees in classifications designated exempt in accordance with Section 1.2 (b) of these Rules.

RULE 14 TRANSFER

Section 14.0 Purpose

- (a) This Rule sets forth procedures for the transfer of employees in order to meet business needs; ensure efficiency and effectiveness of operations; train employees; and retain a quality workforce.

Section 14.1 Definition

- (a) A change of an employee's place of employment from one division to another or from one department to another shall be considered a "Transfer." Movement of an employee to a vacant position in a job classification on the same salary range as his/her own job class shall also be considered a transfer.

Section 14.2 Procedure

- (a) A Transfer requires the approval of the Executive Manager to which the employee is transferring and the Human Resources Director. A Transfer may be initiated by the City Manager, Executive Manager, or by request of the employee to the Human Resources Director.
 - (1) A transferred employee shall retain his/her rate of pay and his/her anniversary date for purposes of merit pay increases.
 - (2) If a Transfer is initiated by request of an employee to a job class with minimum standards of employment substantially different from those of his/her own job class, an employee shall be required to demonstrate his/her eligibility for employment in accordance with the provisions of Rule 7 – Appointments and Promotions and he/she shall serve a new probationary period in accordance with the provisions of Rule 9 – Probation.
 - (3) A scheduled merit increase may be deferred at the discretion of the Executive Manager for a period of up to six (6) months to allow management to properly evaluate the transferred employee's work performance and conduct.
- (b) Transfers for the betterment of employees and the best interests of the City shall be encouraged by all echelons of management.

Section 14.3 Exemptions

- (a) The provisions of this Rule shall not apply to employees in classifications designated exempt in accordance with Section 1.2 (b) of these Rules.

RULE 15 HOLIDAYS

Section 15.0 Purpose

- (a) This Rule enumerates City observed holidays and the manner in which those holidays are adhered to by employees.

Section 15.1 Holidays – General

- (a) The following days shall be recognized as holidays, for full-time Management and Confidential employees in the classified service with the exception of Fire Battalion Chief(s) assigned to Suppression as outlined in Section 15.3, shall have these holidays off with pay:
 - (1) January 1st, New Year's Day
 - (2) Third Monday in January, Martin Luther King's Birthday
 - (3) Third Monday in February, Presidents' Day
 - (4) Last Monday in May, Memorial Day
 - (5) July 4th, Independence Day
 - (6) First Monday in September, Labor Day
 - (7) November 11th, Veteran's Day
 - (8) Fourth Thursday in November, Thanksgiving Day
 - (9) Friday after Thanksgiving
 - (10) December 25, Christmas Day
 - (11) Every day designated by the City Council for a public feast, thanksgiving, or holiday
- (b) In the event that any of the above holidays fall on an employee's scheduled day off, said employee shall observe the holiday on his/her preceding work day or the following work day as scheduled by his/her Executive Manager to provide maximum regular service to the public.
- (c) Any employee, otherwise eligible for overtime, required to work on any of the above holidays or days observed in lieu of those holidays shall receive additional compensation equivalent to one and one-half (1½) times his/her regular rate of pay for each hour worked.
- (d) Fire Battalion Chiefs assigned to Suppression and job classes exempt from overtime provisions of Rule 6 – Premium Pay shall be exempt from the provisions of this Section.
- (e) In order to be eligible for holiday pay, an employee must be either at work or on paid leave of absence on the regularly scheduled work day immediately preceding the holiday or day observed in lieu of the holiday and the regularly scheduled work day immediately following the holiday or day observed in lieu of the holiday. No employee who is on suspension or unpaid leave of absence on either the regularly scheduled work day immediately preceding or immediately

following the holiday or day observed in lieu of the holiday shall receive compensation for said holiday or day observed in lieu of the holiday.

Section 15.2 Alternate Work Schedules

- (a) For Confidential employees assigned to an alternate work schedule authorized under the provisions of Rule 5 – Hours of Work and Pay Day:
 - (1) If the holiday falls on a workday where the employee is regularly scheduled to work more than eight (8) hours, the employee will receive only eight (8) hours of holiday pay. The employee shall be required to submit a request for vacation to be charged to that day for all regularly scheduled work hours in excess of eight (8), unless, at management's discretion, the employee requests in advance and receives written authorization to make-up the hour(s) by working on some other day during that same work period. The additional hour(s) worked shall not be considered overtime and the employee shall be paid at their regular hourly rate of pay.
 - (2) In the event an employee does not request to make-up hour(s) or is not authorized to make-up the hour and does not have sufficient vacation time to cover the hour(s), or in the event the employee is not eligible for vacation, the employee shall be charged authorized leave without pay for all regularly scheduled hours in excess of eight (8).

Section 15.3 Holidays – Suppression Employees

- (a) Fire Battalion Chiefs assigned to Suppression shall receive additional compensation equivalent to one-tenth (1/10th) of his/her regular biweekly compensation for each holiday listed in Section 15.1, and for any additional holidays provided to Suppression employees represented by the Anaheim Firefighters Association (AFA). Such employees shall have the option to accumulate eleven and two-tenths (11 2/10th) hours per holiday in lieu of receiving additional compensation at the time the holiday is earned. Under this option, any hours accrued but not taken will be paid off at the employee's regular hourly rate of pay at the end of the pay period including October 1. Selection of the "Holiday Option" shall be made on September 1 of each year.
- (b) Upon termination, a Fire Battalion Chief assigned to Suppression shall be compensated in cash at his/her current rate of pay for any hours accrued but not taken.
- (c) No employee who is on suspension or unpaid leave of absence during a holiday pay period shall receive additional compensation or accumulate hours during that pay period.

Section 15.4 Part-Time Employees

- (a) Non-Represented Part-Time employees in specified classifications shall receive pay at the rate of one and one-half (1½) times their regular hourly rate of pay for working the following:

- (1) January 1st, New Year's Day
- (2) Third Monday in January, Martin Luther King's Birthday
- (3) Last Monday in May, Memorial Day
- (4) July 4th, Independence Day
- (5) First Monday in September, Labor Day
- (6) Fourth Thursday in November, Thanksgiving Day
- (7) December 25, Christmas Day

- (b) Non-Represented Part-Time employees in the classifications listed below shall receive pay at the rate of one and one-half (1 ½) times their regular hourly rate of pay for all hours worked on the holidays enumerated in Section 15.4(a) above:

Part-Time Assistant Box Office Treasurer
Part-Time Box Office Treasurer
Part-Time Crowd Control Supervisor
Part-Time Head Usher
Part-Time Guest Services Specialist I/II

Section 15.5 Ambulance Operator

- (a) An employee serving in the classification of Ambulance Operator who works eight (8) hours or more on a recognized City Holiday shall be paid a Holiday Stipend of seventy-five dollars (\$75.00).

RULE 16 VACATION

Section 16.0 Purpose

- (a) The purpose of this Rule is to describe the provisions for Vacation usage and Vacation accruals for Management, Confidential, and Non-Represented Part-Time employees.

Section 16.1 General Provisions

- (a) All vacations shall be scheduled and taken in accordance with the best interests of the City and the department or division in which the employee is employed.
- (b) An employee shall be eligible to take any accrued vacation upon completion of six (6) months of service.
- (c) The maximum amount of vacation that may be taken at any given time shall be that amount that has accrued to the employee concerned.
- (d) In the event that any recognized holiday occurs during an employee's vacation, the holiday shall not be charged against the employee's accrued vacation. The only vacation hours that shall be charged against any employee's accrued vacation shall be those hours that the employee is regularly scheduled to work.
- (e) Paid vacation shall continue to accrue in accordance with the provisions of this Rule under any period of leave with pay, except that Public Safety employees who remain on Industrial Accident Leave in accordance with Rule 19 – Industrial Accident Leave after exhausting State mandated §4850 benefits shall not accumulate vacation. Employees shall not accrue vacation while on Short-Term Disability or Long-Term Disability.

Section 16.2 Paid Vacation Accruals: Full-Time Management, Confidential, and Forty (40) Hour Safety Management

- (a) Paid vacations shall continue to accrue in accordance with the provisions below during any period of leave with pay.
- (b) Full-time Management, Confidential, and Safety Management employees with an average work week of forty (40) hours shall receive annual vacation with pay in accordance with the following provisions:
 - (1) For the first four (4) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of four (4) hours for each complete biweekly pay period plus two (2) hours for paid vacation at the close of the final complete biweekly pay period of each fiscal year (one hundred six (106) hours per year).

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- (2) Upon completion of four (4) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of five (5) hours for each complete biweekly pay period (one hundred thirty (130) hours per year).
 - (3) Upon completion of eight (8) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of six (6) hours for each complete biweekly pay period (one hundred fifty-six (156) hours per year).
 - (4) Upon completion of fourteen (14) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of seven (7) hours for each complete biweekly pay period (one hundred eighty-two (182) hours per year).
 - (5) Upon completion of nineteen (19) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of eight (8) hours for each complete biweekly pay period (two hundred eight (208) hours per year).
 - (6) Upon completion of twenty-four (24) years of continuous, full-time service, such employees shall accrue paid vacation at the rate of nine (9) hours for each complete biweekly pay period (two hundred thirty-four (234) hours per year).

Section 16.3 Maximum Paid Vacation Accumulations: Management and Confidential

- (a) Maximum vacation accumulations for full-time Management and Confidential employees with an average regular work week of forty (40) hours shall be as follows (except as provided for in Section 16.1):
 - (1) For employees accruing vacation at the rate of one hundred six (106) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be two hundred twelve (212) hours.
 - (2) For employees accruing vacation at the rate of one hundred thirty (130) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be two hundred sixty (260) hours.
 - (3) For employees accruing vacation at the rate of one hundred fifty-six (156) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be three hundred twelve (312) hours.

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- (4) For employees accruing vacation at the rate of one hundred eighty-two (182) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be three hundred sixty-four (364) hours.
 - (5) For employees accruing vacation at the rate of two hundred eight (208) hours for every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be four hundred sixteen (416) hours.
 - (6) For employees accruing vacation at the rate of two hundred thirty-four (234) hours every twenty-six (26) complete biweekly pay periods, the maximum amount of vacation that may be accumulated shall be four hundred sixty-eight (468) hours.

Section 16.4 Paid Vacation: Management

- (a) The minimum amount of vacation that may be taken at any given time shall be one (1) day.
- (b) Management employees shall have the number of hours of his/her regular work day deducted from his/her accrued vacation time for each day of vacation taken.

Section 16.5 Paid Vacation: Non-Exempt Confidential

- (a) The minimum amount of vacation that may be taken at any given time shall be one-half (1/2) hour. Each non-exempt Confidential employee shall have one-half (1/2) hour deducted from his/her accrued vacation time for each one-half (1/2) hour of vacation taken.
- (b) Non-exempt Confidential employees shall have the number of hours or his/her regular work day deducted from his/her accrued vacation time for each one-half (1/2) hour or work day of vacation taken.

Section 16.6 Paid Vacation Payout: Management and Confidential

- (a) Upon termination, a Management or Confidential employee shall be compensated through payroll at his/her current base rate of pay for any vacation accrued but not taken. Upon termination, the employee shall be compensated for the full accrual for the final pay period.
- (b) Upon retirement or layoff, in lieu of compensation, the employee may elect to defer the full accrual into the 457 deferred compensation plan, subject to the annual maximum amount limitation. If the full accrual exceeds the annual maximum amount, then any remaining balance shall be paid in cash.

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- (c) Any employee in a classification designated as Confidential shall be compensated for accrued vacation in either two (2) separate increments of up to sixty (60) hours each or one (1) increment of up to one hundred twenty (120) hours subject to the following provisions:
- (1) A minimum of forty (40) hours of vacation must have been used during the previous twelve (12) months;
 - (2) The employee's request for the annual vacation payoff is subject to the approval of the employee's Executive Manager; and
 - (3) The employee's balance cannot drop below forty (40) hours as a result of the request.

Section 16.7 Accrued Vacation Payments: Management

- (a) Any employee in a classification designated as Management, with the exception of those employees identified in Section 16.7(b) below, shall have the ability to be compensated for accrued vacation hours at any time throughout the year, subject to the following provisions:
- (1) The employee must have used eighty (80) hours of vacation during the previous twelve (12) months;
 - (2) The employee's vacation balance cannot drop below eighty (80) hours as a result of the request;
 - (3) The employee's Executive Manager must approve the employee's request for the vacation pay-off. Executive Managers must obtain approval from the City Manager or the City Manager's designee for his/her own request; and
 - (4) Management employees are not eligible for vacation pay-off as defined in Section 16.9 of this Rule.
- (b) Management employees in the classifications of Fire Chief, Fire Division Chief, Fire Marshal, Fire Battalion Chief - 40 Hour, and Deputy Fire Marshal may request to be compensated for accrued vacation hours at any time throughout the year subject to the following provisions:
- (1) The employee must have used a minimum of forty (40) hours of vacation during the preceding twelve (12) months;
 - (2) The employee's vacation balance cannot drop below eighty (80) hours as a result of the request;

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- (3) The Fire Chief or the Chief's designee must approve the respective employee's request for vacation pay-off. The Fire Chief must obtain approval from the City Manager for his/her own request; and
 - (4) Employees covered under Section 16.10 shall not be eligible for provisions stated under Section 16.7.

Section 16.8 Paid Vacation Credits

- (a) The Human Resources Director may recommend, and the City Manager may approve, a one-time crediting of the vacation time bank for new hires or employees promoted to or within Management level job classes for use upon completion of six (6) months in the position.
 - (1) For new hires or promotions assigned to Executive, Administrative, or high level Management positions, the Human Resources Director may recommend and the City Manager may approve an alternate vacation accrual rate at the time of hire or promotion.

Section 16.9 Compensation in Lieu of Paid Vacation: Part-Time Special Classifications

- (a) Employees working in the Non-Represented Part-Time classifications listed below who work eight hundred (800) or more hours in any calendar year shall be paid three percent (3%) of their gross earnings as vacation benefits. The calendar year shall be defined as the period for which wages earned are reported for tax purposes.

Part-Time Assistant Box Office Treasurer
Part-Time Box Office Treasurer
Part-Time Crowd Control Supervisor
Part-Time Head Usher
Part-Time Guest Services Specialist II

Section 16.10 Exceptions

- (a) This Rule does not apply to Management employees with an average work week of fifty-six (56) hours or to employees serving in the classification of Ambulance Operator; refer to Rule 18 – Paid Leave.

RULE 17 SICK LEAVE

Section 17.0 Purpose

- (a) This Rule describes the provision for Sick Leave usage and accruals for Management, Confidential, and Non-Represented Part-Time employees, and part-time employees serving in the Ambulance Operator classification, and describes disability eligibility and benefits for full-time employees serving in the Ambulance Operator classification.

Section 17.1 Sick Leave Accruals: Confidential and Management

- (a) Full-time Management and Confidential employees shall accrue annual sick leave with pay in accordance with the following provisions:
 - (1) Full-time employees with an average regular work week of forty (40) hours shall accrue paid sick leave at the rate of three (3) hours for each complete biweekly pay period.
 - (2) Paid sick leave shall continue to accrue in accordance with the above provisions during any period of leave with pay, except that Public Safety employees who remain on Industrial Accident Leave in accordance with Personnel Rule 19 – Industrial Accident Leave after exhausting State mandated §4850 benefits shall accumulate no sick leave.
 - (3) Employees shall not accrue sick leave while on Short-Term Disability or Long-Term Disability.
 - (4) An employee requesting sick leave for an absence from work as a result of any injury or disease, which is compensable under the State of California Labor Code, after eligibility for Industrial Accident Leave has ended, shall receive maximum compensation from the City in an amount equal to the difference between temporary disability payments mandated by the State of California Labor Code and his/her regular base rate of pay.

Section 17.2 Sick leave Usage/Deductions

- (a) The number of hours of an employee's regular work day shall be deducted from his/her accrued sick leave time for each regularly scheduled working day that he/she is on paid sick leave.
- (b) Management and exempt Confidential employees shall take sick leave in full day increments except only in cases where Family Medical Leave or Short-Term Disability situations exist.
 - (1) An employee may, at his/her option, elect to use vacation time to bridge the period after sick leave is exhausted and prior to Short-Term Disability commencing.
- (c) Non-exempt Confidential employees shall have one-half (1/2) hour deducted from accrued sick leave time for each one-half (1/2) hour of sick leave taken.

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- (1) In the event that an employee becomes ill during working hours and is placed on paid sick leave prior to the close of the work day, such paid sick leave shall be calculated to the nearest one-half (1/2) hour.

Section 17.3 Unused Sick Leave Accruals

- (a) Sick leave that is accrued, but not taken, shall be accumulated.
 - (1) Regular, full-time Management or Confidential employees with an average regular work week of forty (40) hours shall be paid at their regular hourly rate of pay for all sick leave hours accumulated beyond one hundred seventy-five (175) hours in each calendar year.
 - i. Payment shall be made in January of each year, or upon the employee's termination of employment for any reason.
 - ii. A maximum of one hundred seventy-five (175) hours shall carry over from year to year.
 - (2) The City shall pay to a regular, full-time Management or Confidential employee, upon the employee's termination of employment due to retirement or layoff in accordance with Rule 11 – Layoff, all hours accumulated up to the maximum of one hundred seventy-five (175) hours that may be carried over from year to year.
 - (3) Upon retirement or layoff, in lieu of compensation, the employee may elect to defer the entire accrual into the 457 deferred compensation plan, subject to the annual maximum amount limitation, or convert up to one hundred seventy-five (175) hours to PERS service credit.
 - i. If the entire accrual shall exceed the annual maximum amount, then any balance would be paid to the employee.
 - (4) If an employee dies while employed, the City shall pay to his/her beneficiary, as designated by the PERS records, the cash equivalent (paid at base salary rate) of all hours accumulated up to the maximum of one hundred seventy-five (175) hours.

Section 17.4 Sick Leave and Holiday Pay

- (a) In the event that any paid holiday occurs during a period when a Management or Confidential employee is on paid sick leave, the holiday shall not be charged against the employee's accrued sick leave. The only sick leave hours that shall be charged against any employee's accrued sick leave shall be those hours that the employee is regularly scheduled to work.

Section 17.5 Requirements/Conditions

- (a) An employee eligible for paid sick leave shall be granted such leave for the following reasons:
 - (1) Illness of the employee or physical incapacity of the employee due to illness or injury.
 - (2) Enforced quarantine of the employee in accordance with community health regulations.
 - (3) Medical and dental appointments during work hours. Use of sick leave for scheduled medical and dental appointments shall require prior approval of the employee's supervisor and will be granted in accordance with the best interests of the City and the employee's department or division.
 - (4) Temporary disabilities caused by pregnancy and childbirth.
 - (5) To attend to the illness of the employee's immediate family member. "Immediate family" means a child, parent, spouse, or registered domestic partner of the employee regardless of residence. As used in this Rule, registered domestic partner means that a Declaration of Domestic Partnership has been filed with the California Secretary of State.
- (b) A Management or Confidential employee who cannot perform his/her assigned duties due to illness or physical incapacity shall inform his/her immediate supervisor of the fact and the reason therefore as soon as possible. Failure to do so within a reasonable time may be cause for denial of sick leave with pay.
- (c) In the event that an employee is absent in excess of three (3) or more consecutive working days, the employee's Executive Manager or Administrative Manager may require that the employee submit to him/her a written statement by a physician licensed by the State of California certifying that the employee's condition prevented him/her from performing the duties of his/her position. Failure on the part of the employee to comply with such a requirement may be considered cause for disciplinary action.

Section 17.6 Legacy Sick Leave Plan Accrual Balances

- (a) Effective December 19, 1980, the City converted to a sick leave plan establishing a bank of hours and a trust account for those employees who had accrued hours in excess of one hundred seventy-five (175) or two hundred forty five (245) for Fifty-Six (56) Hour Suppression employees.

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- (1) Employees with a bank of hours resulting from the City's sick leave plan conversion shall have those hours reported as service credit at the time of retirement.
 - (2) Employees with a sick leave trust fund amount resulting from the City's sick leave plan conversion shall be paid any remaining hours upon separation from City service.

Section 17.7 Short-Term Disability

- (a) Total disability means an employee's complete inability to engage in his/her regular occupation. A Management or Confidential employee, or employee serving in the Ambulance Operator classifications, who has completed six (6) months as a regular, full-time employee and is continuously and totally disabled for more than one (1) calendar month, shall receive a Short-Term Disability benefit of net sixty percent (60%) of his/her base rate of pay, after withholding taxes, and less deductible benefits.
 - (1) Such disability benefit shall continue during total disability up to a maximum of six (6) months, including the thirty (30) day elimination period, from date of disability.
 - (2) Payment of Short-Term Disability benefits is contingent upon the continuation of on-going medical treatment.
 - (3) Short-Term Disability benefits shall continue beyond sixty (60) and/or one hundred twenty (120) days of absence only upon submission of a "Report of Physical Examination" by the treating physician or medical practitioner, including certification of continuing disability and expected return date.
 - (4) Deductible benefits include salary or other compensation paid by any employer; Workers' Compensation Act or similar law including benefits for partial or total disability, whether permanent or temporary, if benefits being received are for the current disabling condition; and a pension plan toward which the City contributed.
- (b) Payment of employee premiums shall be waived for any Anaheim sponsored medical, dental, and life insurance benefit plans during any biweekly pay period during which Short-Term Disability benefits are paid.
 - (1) Benefits are not payable unless the employee is regularly seen and treated by a licensed physician or medical practitioner who certifies the continuing disability.

Section 17.8 Long-Term Disability

- (a) An employee who is continuously and totally disabled for more than six (6) months shall receive Long-Term Disability benefits in accordance with the provisions of this Rule.
- (b) If two (2) or more periods of total disability occur during a specific six (6) month elimination period for the insured Long-Term Disability plan, all such periods shall be considered as one (1) period of continuous total disability under the following conditions:
 - (1) All periods of total disability must be due to the same cause or causes;
 - (2) All recurring periods of total disability that qualify as one period of continuous total disability for the insured Long-Term Disability plan, shall qualify as one (1) period of continuous total disability for the Anaheim Disability Plan and shall not require a new one (1) month waiting period before Anaheim disability benefits will be paid; and
 - (3) Commencement of the benefit period for the insured Long-Term Disability plan shall automatically terminate benefits from the Anaheim Disability Plan.

Section 17.9 Non-Represented Part-Time Employees and Part-Time Ambulance Operator Employees

- (a) Non-Represented Part-Time Employees, and part-time employees serving in Ambulance Operator classification shall be provided sick leave in accordance with applicable law.

Section 17.10 Exceptions

- (a) This Rule does not apply to Management employees with an average work week of fifty-six (56) hours (with the exception of Section 17.6). Coverage for these employees is contained in Rule 18 – Paid Leave.

RULE 18 PAID LEAVE

Section 18.0 Purpose

- (a) The purpose of this Rule is to describe the provisions for Paid Leave (Vacation and Sick Leave) usage and accruals for Management, Confidential, full-time employees serving in the Ambulance Operator classification, and Non-Represented Part-Time employees.

Section 18.1 Accruals

- (a) Full-time Management employees in the classified service with an average, regular work week of fifty-six (56) hours shall accrue paid leave time in accordance with the following conditions:
 - (1) For the first four (4) years of continuous, full-time service, such employees shall accrue paid leave at the rate ten and three-quarter (10.75) hours for each complete biweekly pay period (two hundred seventy nine and one-half (279.5) hours or 11.6458 shifts per year).
 - (2) Upon completion of four (4) years of continuous, full-time service, such employees shall accrue paid leave at the rate of eleven and one-half (11.50) hours for each complete biweekly pay period (two hundred ninety nine (299) hours or 12.4583 shifts per year).
 - (3) Upon completion of eight (8) years of continuous, full-time service, such employees shall accrue paid leave at the rate of thirteen (13) hours for each complete biweekly pay period (three hundred thirty eight (338) hours or 14.0833 shifts per year).
 - (4) Upon completion of fourteen (14) years of continuous, full-time service, such employees shall accrue paid leave at the rate of fourteen and one-quarter (14.25) hours for each complete biweekly pay period (three hundred seventy and one-half (370.50) hours or 15.4375 shifts per year).
 - (5) Upon completion of nineteen (19) years of continuous, full-time service, such employees shall accrue paid leave at the rate of fifteen and three-quarter (15.75) hours for each complete biweekly pay period (four hundred nine and one-half (409.50) hours or 17.0625 shifts per year).
- (b) Employees serving in full-time Ambulance Operator classifications shall accrue paid leave time at the rate of 4.62 hours per pay period. Use of the paid leave time shall be subject to the following:
 - (1) An employee may take paid leave upon ninety (90) days of employment for employee's own health condition or a family member for the diagnosis, care or treatment of an existing health condition, or other reason provided under the law. Family member shall include spouse, child, parent, step-parent,

grandparent, or other person as required under state or federal law.

- (2) Employees shall be eligible to take paid leave for the purposes of personal leave upon completion of six (6) months of full-time service. Time for this purpose will be scheduled in accordance with the best interests of the Fire Department and upon supervisory approval.
- (3) The maximum number of hours an employee shall be eligible to accrue is one hundred twenty (120) hours. Employees at the maximum accrual shall not accrue beyond the cap or be eligible for additional pay in-lieu of accrued time.
- (4) Any employee on unpaid leave of absence for forty (40) hours or more per pay period shall not accrue paid leave time for the pay period.
- (5) Paid Leave shall not be eligible to be cashed-out, except upon employee's separation from employment. Cash-out of paid leave upon separation will be paid at the base rate of pay.

Section 18.2 General

- (a) An employee requesting paid leave time for an absence from work as a result of any injury or illness which comes under the State of California Workers' Compensation Insurance and Safety Act, after eligibility for Industrial Accident Leave has ended, shall receive maximum compensation from the City in an amount equal to the difference between temporary disability payments mandated by the State of California Workers' Compensation Insurance and Safety Act and his/her regular base rate of pay. This provision (Section 18.2(a)) shall not apply to employees serving in the classification of Ambulance Operator.
- (b) Paid leave time shall continue to accrue in accordance with the above provisions during any period of paid leave, except that employees who remain on Industrial Accident Leave after exhausting State mandated §4850 benefits shall accumulate no paid leave time. Employees shall not accrue paid leave while on Short-Term Disability or Long-Term Disability. This provision (Section 18.2(b)) shall not apply to employees serving in the classification of Ambulance Operator.
- (c) Paid leave time in excess of three (3) or more consecutive work shifts shall require the prior authorization of the Fire Chief or a certification from a licensed medical practitioner that the employee is disabled and unable to work. Paid leave time for reasons other than illness or injury shall be scheduled and taken in the best interests of the City and the Fire Department. Failure on the part of the employee to comply with these requirements may be considered cause for disciplinary action.
- (d) An employee shall have one (1) hour deducted from his/her accrued paid leave time for each one (1) hour of paid leave time taken.

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- (e) The minimum amount of paid leave time that may be taken at any time is one (1) hour.
 - (f) The maximum amount of paid leave time that may be taken at any time shall be the amount that has accrued to the employee.
 - (g) An employee who utilizes paid leave time under the provisions of this Rule shall inform his/her immediate supervisor of the fact and the reason as soon as possible and shall ensure that his/her position is manned in accordance with Fire Department operating policies.
 - (h) In the event that an employee leaves work during working hours and is placed on paid leave time prior to the close of the work day, such paid leave time shall be calculated to the nearest hour.

Section 18.3 Paid Leave Payout

- (a) Paid leave time which is accrued but not taken shall be paid under the following conditions:
 - (1) Upon termination, the employee shall be paid for all hours accrued but not used in excess of two hundred forty-five (245) hours. In the event the employee retires from City service, Anaheim shall pay all hours accrued but not used up to a maximum of two hundred forty-five (245) hours or report as unused sick leave for additional service credit in accordance with the contract between the City and PERS. All hours accrued but not used up to a maximum of the two hundred forty-five (245) shall be reported as unused sick leave for additional service credit in accordance with the contract between the City and the PERS.
 - (2) Upon retirement or layoff, in lieu of compensation, the employee may elect to defer the entire paid leave accrual into his/her 457 deferred compensation plan, subject to the annual maximum amount limitation, or convert up to two hundred fort-five (245) hours to PERS service credit.
 - i. If the entire accrual exceeds the annual maximum amount, then any balance will be paid in cash.
 - (3) An employee shall be paid at his/her regular hourly rate of pay for all paid leave time/hours accrued but not used in excess of three hundred fifty (350) hours (or at the employee's option in excess of seven hundred fifty (750) hours) in each calendar year. Payment shall be made in January of each year.
 - (4) An employee may be paid at his/her regular hourly rate of pay for all or a portion of paid leave time hours accrued but not used in excess of two hundred forty-five (245) hours upon submission of a written and signed request to the Finance Department, Payroll Office. Requests submitted

during any biweekly pay period shall be paid on the payday for that pay period. A maximum of four (4) such payments shall be allowed each calendar year. When requested, such payments may be made to the employee's Deferred Compensation Account, within limits established by law.

- (5) This Section 18.3 in its entirety shall not apply to employees serving in the classification of Ambulance Operator.

Section 18.4 Conversion of Paid Leave Balance: Forty (40) Hour to Fifty-Six (56) Hour

- (a) In the event an employee's work schedule changes from a forty (40) hour assignment to a fifty-six (56) hour assignment, the paid leave account shall be established as follows:
- (1) Sick leave and vacation hours accumulated shall be added together, multiplied by the ratio of 56/40 (1.4), and rounded to the next highest whole hour.
 - i. In the event an employee's work schedule changes after June 29, 2007, the employee's paid leave account shall be credited with one (1) hour of paid leave for each complete pay period the employee was assigned to the forty (40) hour assignment, except that there shall be no credit for time in a forty (40) hour assignment prior to June 29, 2007.
 - (2) The employee's paid leave account shall be credited with the hours resulting from this calculation and shall be immediately available for use.
- (b) This Section 18.4 in its entirety shall not apply to employees serving in the classification of Ambulance Operator.

Section 18.5 Conversion of Paid Leave Balance: Fifty-Six (56) Hour to Forty (40) Hour

- (a) In the event an employee's work schedule changes from a fifty-six (56) hour assignment to a forty (40) hour assignment, paid leave time accrued but not taken shall be converted as follows:
- (1) Hours in the employee's paid leave time account shall be reduced by multiplying the balance by the ratio of 40/56 (.7143) and rounded to the next highest whole hour.
 - (2) The employee's account balance for sick leave with pay shall be credited with all hours to a maximum of one hundred seventy-five (175) hours and shall be available for immediate use.
 - (3) The employee's account balance for paid vacation shall be credited with any hours remaining and shall be immediately available for use.

Section 18.6 Non-Industrial Disability Leaves

- (a) Paid leave time shall be used under the provisions of this Rule for absences as the result of a non-occupational illness or injury for up to ten (10) regularly scheduled work shifts per occurrence. In the event such an absence exceeds ten (10) regularly scheduled work shifts, an employee may, at his/her option, use accrued paid leave time in lieu of the disability benefit described in Section 18.6(a). When exercising such an option, the employee shall exhaust all accrued paid leave time prior to receiving any disability benefit for the remainder of the Short- Term Disability benefit period.
- (b) This Section 18.6 in its entirety shall not apply to employees serving in the classification of Ambulance Operator.

Section 18.7 Short-Term Disability

- (a) An employee who is continuously and totally disabled for more than ten (10) regularly scheduled work shifts shall be eligible to receive a Short-Term Disability benefit of net sixty percent (60%) of his/her base rate of pay, after withholding taxes and less deductible benefits. Such disability benefit shall continue during total disability up to a maximum of six (6) months, including the ten (10) shift elimination period, from date of disability.
 - (1) Deductible benefits include salary or other compensation paid by any employer, Workers' Compensation Act, or similar law including benefits for partial or total disability, whether permanent or temporary, if benefits being received are for the current disabling condition; and a pension plan toward which the City contributed.
 - (2) "Total Disability" means an employee's complete inability to engage in his/her regular occupation.
 - (3) Benefits are not payable unless the employee is regularly seen and treated by a licensed physician or medical practitioner who certifies to the continuing disability.
- (b) This Section 18.7 in its entirety shall not apply to employees serving in the classification of Ambulance Operator.

Section 18.8 Long-Term Disability

- (a) An employee who is continuously and totally disabled for more than six (6) months shall receive Long-Term disability benefits in accordance with the provisions of Rule 17.
- (b) This Section 18.8 in its entirety shall not apply to employees serving in the classification of Ambulance Operator.

RULE 19 INDUSTRIAL ACCIDENT LEAVE

Section 19.0 Purpose

- (a) This Rule describes the parameters under which Industrial Accident Leave is allowed for full-time Management, Confidential, and Safety Management employees.

Section 19.1 General

- (a) In the event that any full-time Management, Confidential, or Safety Management employee is absent from work as a result of any injury or disease which is found to be compensable under the State of California Labor Code, such absence shall be considered Industrial Accident Leave.
 - (1) Industrial Accident Leave shall continue during all absences due to a single injury, but not to exceed one (1) year of accumulated absence.
 - (2) Industrial Accident Leave benefits provided by this Rule shall apply to each injury or disease as defined in Section 19.0.
 - (3) The effective date of a permanent disability rating as awarded by the Workers' Compensation Appeals Board ends eligibility for Industrial Accident Leave for that particular injury or disease.
 - (4) A written statement from the treating physician that the employee's condition is "Permanent and Stationary" or separation from City service ends eligibility for Industrial Accident Leave for that particular injury or disease.
 - (5) Industrial Accident Leave for absence due to injury or disease as defined in Section 19.0 shall be granted to employees only upon presentation of a physician's certificate of treatment.

Section 19.2 Salary Continuation

- (a) Any full-time Management, Confidential, or Safety Management employee on Industrial Accident Leave shall receive compensation from the City in an amount equal to the difference between temporary disability payments mandated by the State of California Labor Code and his/her regular base rate of pay.

Section 19.3 Notification

- (a) In the event that an employee who has received or is receiving Industrial Accident Leave benefits files a civil action in state or federal court against a third party for

allegedly causing or contributing to the cause of his/her injury which resulted in his/her absence from work, the employee is required to inform the Risk Management Division of such filing.

Section 19.4 Sick Leave Accruals

- (a) No employee shall have accrued sick leave deducted while on Industrial Accident Leave. Vacation and Sick Leave or Paid Leave shall continue to accrue for any employee on Industrial Accident Leave in accordance with the provisions of Rule 16 – Vacation, Rule 17 – Sick Leave, and Rule 18 – Paid Leave.

RULE 20 BEREAVEMENT LEAVE

Section 20.0 Purpose

- (a) This Rule establishes the circumstances for which the City provides paid bereavement leave.
- (b) For purposes of this Rule, “Registered Domestic Partner” means that a Declaration of Domestic Partnership has been filed with the California Secretary of State.

Section 20.1 General

- (a) Bereavement leave may be used only at the time a death occurs, or to make burial arrangements and/or attend funeral or memorial services.
- (b) In addition to paid bereavement leave as provided for below, employees may use all unused sick or vacation hours up to five (5) additional working days for bereavement purposes. If an employee has no sick, vacation, or paid leave on the books, he/she may utilize leave without pay for these additional five (5) days.

Section 20.2 Paid Bereavement Leave

- (a) In the event a death occurs in the immediate family of a full-time Management or Confidential employee, the employee shall be granted bereavement leave with pay for up to a maximum of three (3) consecutive work days.
 - (1) "Immediate family" shall be defined as any relative by blood or marriage who is a member of the employee's household, under the same roof, and any parent, foster parent, step-parent, spouse or registered domestic partner, child, grandchild, brother, or sister of the employee, or any parent, foster parent, or step-parent of the employee's spouse or registered domestic partner, regardless of residence.
- (b) In the event a death occurs among “other” family members of a full-time Management or Confidential employee, the employee shall be granted bereavement leave with pay for up to a maximum of one (1) work day.
 - (1) Other family members shall be defined as grandparent, daughter-in-law, son-in-law not under the same roof of the employee, and any grandparent, child, grandchild, brother, or sister of the employee's spouse or registered domestic partner, regardless of residence.

RULE 21 MILITARY LEAVE

Section 21.0 Purpose

- (a) This Rule prescribes City policy relating to military leave and compensation in accordance with the provisions of the Military and Veterans Code of the State of California §389-999.5, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. §4301-4335, and with all federal provisions (Public Law §93-508).

Section 21.1 Requirements

- (a) An employee requesting leave under this provision shall provide their Department Head and the Human Resources Department with a copy of the military orders specifying the date(s), site, and purpose of the activity or mission.
- (b) Within the limits of such orders, the Department Head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

Section 21.2 Salary Administration

- (a) An employee who is on active duty and has been employed for at least one (1) year will receive his/her salary for the first thirty (30) days of military duty.
- (b) An employee who is a member of the California National Guard will receive his/her salary for the first thirty (30) days of active service regardless of his/her length of service with the City.
- (c) An employee who is on temporary military duty and has been employed for at least one (1) year or at least one (1) year of combined military/employment service will receive his/her salary for the first thirty (30) days of duty.
- (d) Pay shall not exceed thirty (30) days in any fiscal year.

RULE 22 JURY DUTY AND COURT APPEARANCES

Section 22.0 Purpose

- (a) This Rule describes the parameters under which Jury Duty and Court Appearances are allowed for full-time Management and Confidential employees.

Section 22.1 General

- (a) In the event any full-time Management or Confidential employee in the classified service is duly summoned to any court for the purpose of performing jury duty, he/she shall receive his/her regular compensation for any regularly scheduled working hours spent in actual performance of such service.
 - (1) In the event any fifty-six (56) hour Suppression employee is duly summoned to any court for the purpose of performing jury duty, his/her schedule shall be temporarily converted to a forty (40) hour schedule and he/she shall maintain his/her fifty-six (56) hour rate of pay. If a holiday occurs while the employee is performing jury duty, the employee shall be charged eleven and two-tenths (11.2) hours of paid leave for such holiday.
- (b) Whenever an employee is duly summoned to appear as a witness, except where the employee is a litigant or a defendant in a criminal case or any action brought about as a result of his/her own misconduct, he/she shall receive his/her regular compensation for any regularly scheduled working hours spent in actual performance of such service.
 - (1) Whenever an employee is summoned to appear as a witness for court matters within the scope of his/her employment, he/she shall be compensated in accordance with provisions concerning compensation for normal performance of duties.
 - (2) Employees receiving witness fees shall remit such fees to the City Treasurer in order to be considered at work for payroll purposes during time spent as such witnesses.
 - (3) In the event any Fifty-Six (56) Hour Suppression employee is duly summoned to appear as a witness, except where the employee is a litigant or a defendant in a criminal case or any action brought about as a result of his/her own misconduct, his/her schedule shall be temporarily converted to a forty (40) hour schedule and he/she shall maintain his/her fifty-six (56) hour rate of pay. If a holiday occurs while the employee is performing jury duty, the employee shall be charged eleven and two-tenths (11.2) hours of paid leave for such holiday.
- (c) In the event any employee serving as an Ambulance Operator or Part-Time employee of the City of Anaheim is summoned to any court for the purpose of performing jury duty, the employee is released from his/her regularly scheduled working hours and shall not be compensated for such service.

RULE 23 PAID LEAVE

Section 23.0 Purpose

- (a) This Rule describes the provisions of leave without pay for all employees in classifications designated as Management, Confidential, Non-Represented Part-Time, or employees serving in the classification of Ambulance Operator.

Section 23.1 General

- (a) Any full-time Management or Confidential employee or employee serving in the classification of Ambulance Operator who is absent from work and who is not on leave with pay shall be considered to be on leave without pay. An employee on leave without pay shall receive no compensation.
- (b) An employee on leave without pay for over forty (40) consecutive hours in a pay period shall not accumulate vacation or sick leave while on such leave.

Section 23.2 Non-Medical Leave Without Pay

- (a) An employee who has a need to be absent from work and who is not eligible for leave with pay may request to be placed on leave without pay. Under no circumstances shall such leave exceed six (6) months.
- (b) Leave without pay for a period not to exceed forty (40) working hours may be granted by the employee's Administrative Manager. For employees serving in the classification of Ambulance Operator, the Administrative Manager's authority to grant leave without pay is for a period not to exceed seven (7) consecutive calendar days.
- (c) Leave without pay in excess of forty (40) hours (seven (7) consecutive calendar days for employees serving as Ambulance Operators) shall require the approval of the employee's Executive Manager.
- (d) An employee on non-medical leave without pay in excess of two (2) complete bi-weekly pay periods shall be responsible for his/her full cost of all benefits he/she is receiving/enrolled.

Section 23.3 Medical Leave Without Pay

- (a) In the event that leave without pay is granted to an employee for reasons of illness or physical incapacity due to illness or injury, the City shall continue to pay for any hospitalization and major medical insurance previously paid for by the City, for a maximum of six (6) complete months.
- (b) The City shall waive the payment of employee premiums for any City sponsored medical, dental, and life insurance benefit plans for a maximum of six (6) months.
- (c) An employee may be granted leave without pay not to exceed six (6) months. An extension of leave without pay beyond six (6) months is permitted only when leave without pay is granted to an employee for reasons of illness or physical

incapacity and a determination has been made by the Human Resources Director that return to work is likely.

Section 23.4 Return From Leave

- (a) An employee returning to work from leave without pay shall be placed in the same salary step (or range/hourly rate for management employees) he/she was in prior to such leave.
 - (1) If such leave was in excess of two (2) complete biweekly pay periods, the employee's anniversary date for purposes of merit pay increases shall be changed to conform with the provisions of Rule 4 – Salary Administration provided that he/she returns to a position in his/her same job class.
 - (2) If the employee returns to a position in a lower job class, his/her salary step/range status shall be determined in accordance with the provisions of Rule 13 – Voluntary

RULE 24 INSURANCE AND PENSIONS

Section 24.0 Purpose

- (a) This Rule describes the insurance and pension provisions for employees in classifications designated as Management, Confidential, and Non-Represented Part-Time, and employees serving in the classification of Ambulance Operator.
- (b) City Council members may elect to participate in the provisions of this Rule. When a City Council member elects to participate, they shall be treated the same as other employees unless otherwise stipulated by this Rule.

Section 24.1 General Provisions

- (a) The City Council shall set plan rates and employee contributions for City health and wellness plans annually.
- (b) The master contract between the City and plan administrator shall govern in the event any disputes arise over any matter within a provision of the contract.
- (c) Proof of eligibility will be required of all employees enrolled in any City insurance plan to enroll a dependent.

Section 24.2 Health Insurance

- (a) Full-time employees in classifications designated as Management, Confidential or Ambulance Operator:
 - (1) The City shall offer prepaid and/or insured health plans recommended by the Anaheim Health Council and approved by the City Council.
 - (2) Employees become eligible for coverage on the first (1st) day of the month following one (1) complete calendar month after hire date.
 - (3) Employee Contributions:
 - i. The employee shall contribute the difference between the City contribution and the total premium costs.
 - ii. Employees, who are covered by another health plan including the dependent spouse of married City employee couples, may present proof of such coverage in order to opt-out of City coverage and receive one hundred twenty-five dollars (\$125) per month in lieu of City provided health benefits. In the event an employee who has elected this option loses health coverage for any reason and notifies the City of such loss within fourteen (14) calendar days, he/she may enroll in any City plan when the alternate health coverage ceases. An employee may re-elect the opt-out option annually during open enrollment or may enroll in a City plan.

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- iii. For all medical plans, married City employee couples shall be allowed only one (1) medical plan and only one (1) dental plan to cover all family members. Married City employee couples covered by a single two-party or family plan while both spouses are employed by the City may elect the opt-out option for the dependent employee.
- (b) Non-Represented Part-Time Employees and Part-Time Ambulance Operator:
 - (1) Non-Represented Part-Time and Part-Time Ambulance Operator employees who remain employed and are eligible for work shall be eligible for health insurance pursuant to the federal Affordable Care Act (ACA).
 - (2) Non-Represented Part-Time and Part-Time Ambulance Operator employees become eligible for coverage on the first (1st) day of the month following one (1) complete calendar month after meeting eligibility requirements in accordance with this Rule.

Section 24.3 Dental Insurance

- (a) The City shall sponsor prepaid and/or insured dental plans recommended by the Anaheim Health Council and approved by the City Council for all full-time Management and Confidential employees, and full-time Ambulance Operators.
- (b) The City's contribution towards the cost of Dental plans shall be set annually by the City Council. Employees shall be required to contribute one hundred percent (100%) of any excess amount over the contribution set by the City Council.

Section 24.4 Life Insurance

- (a) Basic Life Group Term Life Insurance for Basic, Dependent, and Supplemental Life Insurance Coverage:
 - (1) The City shall make available group term life insurance for basic life, dependent life, and supplemental life insurance coverage for full-time employees in classifications designated as Management or Confidential.
 - (2) The City's dollar contribution to the program and benefits of such program are specified in the Life Insurance Plan agreed upon by the City and the City's insurance provider.
- (b) Voluntary Accidental Death and Dismemberment Insurance:
 - (1) The City shall make available voluntary accidental death and dismemberment insurance coverage for full-time employees in classifications designated as Management and for City Council members.

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- (2) The City's dollar contribution to the program and benefits of such program are specified in the Life Insurance Plan agreed upon by the City and the City's insurance provider.
 - (c) Paid-up Life Insurance
 - (1) Any full-time employee who retires shall receive a Paid-up Life Insurance Policy, paid for wholly by the City, with a face value of one hundred dollars (\$100.00) for each complete continuous year of service and fifty dollars (\$50.00) for more than six (6) months, but less than a complete year of service up to a maximum of two thousand dollars (\$2,000).
 - (d) Permanent and Total Disability Life Insurance
 - (1) Full-time employees who are permanently and totally disabled shall receive a waiver of premium for life insurance coverage elected prior to the disability.
 - (2) Waiver of premiums and continuation of coverage will continue as specified in the Life Insurance Plan agreed upon by the City and the City's insurance provider.
 - (e) Employees serving in the classification of Ambulance Operator shall not be eligible for benefits provided under Section 24.4.

Section 24.5 Pension and Deferred Compensation

- (a) California Public Employee's Retirement System (CalPERS): For the purpose of Section 24.5, employees whose PERS membership began prior to January 1, 2013 are designated "Classic" members and those employees whose PERS membership began on or after January 1, 2013 are designated as Public Employees' Pension Reform Act (hereinafter, "PEPRA") members.
 - (1) Full-time Management, Confidential, and Ambulance Operator employees immediately become members of CalPERS in accordance with the contract between the City and CalPERS and subject to the California Public Employees' Retirement Law (hereinafter, "PERL").
 - (2) Non-Represented Part-Time employees and employees serving part-time in the classification of Ambulance Operator working an average of thirty (30) hours per week on an ongoing basis or who work more than one thousand (1,000) hours in any given fiscal year shall be eligible to become members of PERS in accordance with the contract between the City and PERS and subject to PERL.
 - (3) Full-time Miscellaneous Management, Confidential, employees serving in the classification of Ambulance Operator, Council Members, and Non-

Represented Part-Time employees

- i. Employees who are “Classic” PERS members shall contribute eight percent (8%) of the employee contribution rate for retirement benefits and shall be enrolled in the Public Employee’s Retirement defined benefit plan of 2.7% at 55.
 - (a) A portion of the employer rate shall be paid by the employee, as provided by the various resolutions recommended by the Human Resource Director and approved by City Council. Effective July 3, 2015, the employee contribution to the employer contribution rate shall be four percent (4%).
 - ii. Employees who are PEPRA members shall contribute at least fifty percent (50%) of normal costs, rounded to the nearest of one percent (1%) and shall be enrolled in the Public Employee’s Retirement defined benefit plan of two percent at 62 (2% @ 62).
- (4) Safety Plan Employees assigned to the Fire Safety Management Unit
- i. Employees who are “Classic” CalPERS members and were hired prior to January 10, 2012 shall contribute nine percent (9%) of the employee contribution rate for retirement benefits and shall be enrolled in the Public Employee’s Retirement defined benefit plan of three percent at fifty (3% @ 50).
 - (a) A portion of the employer rate shall be paid by the employee as provided by the various resolutions recommended by the Human Resources Director and approved by City Council. Effective July 3, 2015, the employee contribution to the employer contribution rate shall be three percent (3%).
 - ii. Employees who are “Classic” PERS members hired on or after January 10, 2012, shall contribute nine percent (9%) of the employee contribution rate for retirement benefits and shall be enrolled in the Public Employee’s Retirement defined benefit plan of two percent at fifty (2% @ 50).
 - (a) A portion of the employer rate shall be paid by the employee as provided by the various resolutions recommended by the Human Resources Director and approved by City Council. Effective July 3, 2015, the employee contribution to the employer contribution rate shall be three percent (3%).
 - iii. Employees who are PEPRA members shall contribute at least fifty

percent (50%) of normal costs, rounded to the nearest of one

percent (1%), and shall be enrolled in the Public Employee's Retirement defined benefit plan of 2.7% at 57.

(5) Safety Plan Employees assigned to the Police Safety Management Unit

i. Employees who are "Classic" PERS members shall contribute nine percent (9%) of the employee contribution rate for retirement benefits and shall be enrolled in the Public Employee's Retirement defined benefit plan of three percent at fifty (3% @ 50).

(a) A portion of the employer rate shall be paid by the employee as provided by the various resolutions recommended by the Human Resources Director and approved by City Council. Effective August 14, 2015, the employee contribution to the employer contribution rate shall be three percent (3%).

ii. Employees, who are PEPRA members shall contribute at least fifty percent (50%) of normal costs, rounded to the nearest of one percent (1%) and shall be enrolled in the Public Employee's Retirement defined benefit plan of 2.7% at 57.

(b) Deferred Compensation Plan for employees not covered by PERS

(1) Non-Represented Part-Time employees and part-time employees serving in the classification of Ambulance Operator who are not eligible to enroll in PERS are mandatorily enrolled in the City's deferred compensation plan in accordance with the Deferred Compensation Plan document.

(2) Employees mandatorily enrolled in the plan shall contribute seven and one-half percent (7 ½%) of their gross pay.

(c) Employees hired on or after January 1, 2013 that are subject to the salary cap defined by PEPRA, shall participate in a supplemental savings plan.

Section 24.6 Retirement Health Savings Plan

(a) The City established the Retirement Health Savings plan to provide for reimbursement of eligible medical expenses as defined by the Retirement Health Savings plan document.

(b) Full-time Management and Confidential employees shall be enrolled in the City's Retirement Health Savings plan.

(1) The City shall contribute one percent (1%) of each employee's gross pay

to the applicable employee's individual member account.

- (2) The employee shall contribute one percent (1%) of his/her gross pay to the employee's individual member account.
- (c) There are no vesting requirements for contributions made to an employee's individual member account.
- (d) Employees serving in the classification of Ambulance Operators are not eligible to participate in the Retiree Health Savings Plan

RULE 25 MISCELLANEOUS BENEFITS AND SERVICE AWARDS

Section 25.0 Purpose

- (a) This Rule describes additional benefits, not previously noted in other Rules, which are provided to particular groups of employees.

Section 25.1 Miscellaneous Benefits

- (a) Executive Management and certain Administrative Management classifications as designated in the Salary Resolutions are eligible to receive either a City-owned vehicle or an automobile allowance in an amount approved by City Council.
- (b) Uniformed personnel of the Police and Fire Departments and certain other designated personnel shall be furnished uniforms in accordance with regulations established by the City Manager.
- (c) Service awards shall be presented to Full-Time Management and Confidential employees for:
 - (1) Five (5) years of service
 - (2) Ten (10) years of service
 - (3) Fifteen (15) years of service
 - (4) Twenty (20) years of service
 - (5) Twenty-five (25) years of service
 - (6) Thirty (30) years of service
 - (7) Thirty-five (35) years of service
 - (8) Forty (40) years of service
- (d) Such service awards shall also be presented to any full-time Management and Confidential employee in the classified service upon his/her retirement.
- (e) For purposes of this Rule, the term "years of service," shall be defined as continuous, full-time service.

RULE 26 PAYROLL DEDUCTIONS

Section 26.0 Purpose

- (a) The purpose of this Rule is to identify the deductions from wages which are authorized for the convenience of Management, Confidential, Non- Represented Part-Time employees, and employees serving in the classification of Ambulance Operator.

- (b) Deductions of authorized amounts may be made from employee's pay for the following purposes:
 - (1) Withholding Tax
 - (2) Contribution to retirement benefits
 - (3) Contribution to survivors' benefit
 - (4) Payment of life insurance and accidental death and dismemberment insurance premium
 - (5) Payment of non-industrial disability insurance premium
 - (6) Payment of hospitalization and major medical insurance premium
 - (7) Payment to or savings in Orange County's Credit Union
 - (8) Contributions to the City Employees Annual Charities Fund Drive
 - (9) Payment of membership dues to recognized employee organizations
 - (10) Payment of Personal Computer Purchase Program Loan
 - (11) Payment of Tuition Assistance
 - (12) Payment of Deferred Compensation Loans
 - (13) Purchase of United States Savings Bonds
 - (14) Other purposes as may be authorized by the City Council

RULE 27 EMPLOYMENT MEDICAL AND PHYSICAL EXAMINATIONS

Section 27.0 Purpose

- (a) This Rule establishes provisions for employment-related medical and physical examinations.

Section 27.1 General

- (a) In order to be eligible for employment with the City, candidates shall be required to pass a medical evaluation, the character of which is in accordance with the standards established by the Human Resources Director.
- (b) In order to be eligible for promotion or transfer to a job class in a category requiring greater physical qualifications than his/her present job class, an employee must pass the appropriate medical examination.
- (c) All physical and medical examinations required under the provisions of this Rule shall be performed by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law.
 - (1) Exceptions to the provisions of Section 27.1(c) may be made only in the case of out-of-state candidates for employment. In such cases, the physician performing the examination may be a physician licensed by the state in which the candidate resides.
- (d) The City shall pay for any physical and medical examination required under the provisions of this Rule.

Section 27.2 Annual Medical Examinations

- (a) Members of the City Council, City Manager, City Attorney, City Treasurer, City Clerk, Executive Managers, and Administrative Managers may undergo a medical examination once a year. Middle Managers or other employees as designated by the City Manager may undergo a medical examination in accordance with guidelines established by the City Manager.

Section 27.3 Return to Duty Examinations

- (a) Any full-time Management, Confidential, Non-Represented Part-Time employee, or employee serving in the classification of Ambulance Operator, who returns to work after an absence in excess of forty (40) consecutive working hours due to illness or physical incapacity or who has been removed from the workplace under provisions of Administrative Regulation 277, may be required by his/her Executive Manager to undergo a medical examination prior to returning to work.
- (b) Any employee who fails to pass a medical examination required under the provisions of this Rule may be transferred or demoted to a position requiring lesser physical qualifications, recommended for disability retirement, or terminated.

RULE 28 GRIEVANCE PROCEDURE

Section 28.0 Purpose

- (a) The purpose of this Rule is to provide an orderly, peaceful means for Management, Confidential, and Non-Represented Part-Time employees to resolve disputes or conflicts.

Section 28.1 Scope

- (a) Any alleged improper treatment of an employee, any alleged violations of the Personnel Ordinance or the Personnel Rules, or any alleged violation of commonly accepted safety practices and procedures shall be considered to be a matter subject to review through the Grievance Procedure.
 - (1) Alleged improper treatment of an employee shall be considered to be a matter subject to review up to and including Step II of the Grievance Procedure.
 - (2) Any alleged violation of the Personnel Ordinance or Personnel Rules; any alleged violation of commonly accepted safety practices and procedures; or any discipline imposed under the provisions of Rule 10 – Salary Reduction, Suspension, Demotion, and Dismissal shall be considered to be matters subject to review through the Grievance Procedure up to and including Step III thereof.
 - (3) In those instances where discipline is imposed other than salary step reduction, suspension, demotion, or dismissal, an employee may submit a written request for a review of the disciplinary action through an “Administrative Review Procedure.”

- i. Administrative Review Procedure:

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

Section 28.2 Representation

- (a) No supervisor shall be represented in grievance matters by an employee whom he/she may supervise.
- (b) No employee shall be represented in grievance matters by a supervisor for whom he/she may work.

Section 28.3 Grievance Procedure-Internal

- (a) Step I: An attempt shall be made to address all grievances on an informal basis between the employee and a supervisor in the employee's chain of command, up to and including his/her Administrative Manager, within seven (7) working days after the occurrence of the incident involved in the grievance.
 - (1) The Administrative Manager shall deliver his/her answer to the employee within seven (7) working days after submission of the grievance to him/her.
 - (2) Grievances resulting from the actions of a department other than an employee's work unit shall be heard by an appropriate Administrative Manager from that department.
- (b) Step II: If the grievance is not satisfactorily resolved at Step I, it shall be submitted in writing to the employee's Executive Manager within seven (7) working days after the Step I response is received by the employee.
 - (1) The Executive Manager shall meet with the employee within ten (10) working days after submission of the grievance to Step II.
 - (2) The Executive Manager shall review the disposition of the grievance made at Step I and may affirm, reverse, or modify it as he/she deems appropriate, and shall deliver his/her answer to the employee within seven (7) working days after said meeting.
 - (3) Grievances resulting from the actions of a department other than an employee's work unit shall be heard by the Executive Manager from that department.

Section 28.4 Arbitration

- (a) Grievances alleging violations of the Personnel Ordinance or Personnel Rules; any alleged violation of commonly accepted safety practices and procedures; or any discipline imposed under the provisions of the Rule 10 – Salary Reduction, Suspension, Demotion, and Dismissal that are not satisfactorily resolved at Step II shall be submitted to arbitration.

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- (1) In order to request arbitration, the grievant shall serve written notice to the Human Resources Director and/or Employee Relations Manager specifying the grievance to be submitted.
 - (2) Submission must occur within thirty (30) days after the Executive Manager's answer is received by the grievant.
 - i. Failure by the grievant to request arbitration within thirty (30) days of receipt of the Step II response will conclusively be deemed abandonment of the right to arbitration.
 - (3) Within sixty (60) days thereafter, the parties shall attempt to agree to the issue to be submitted for arbitration and select the arbitrator.
 - i. If an employee submits for arbitration for receiving any discipline imposed under the provisions of Rule 10 – Salary Reduction, Suspension, Demotion, and Dismissal, the following language shall be submitted to an arbitrator: “Was (name of employee) (suspended, demoted, or dismissed) for good and sufficient cause? If not, what shall the remedy be?”
 - ii. If an employee refuses or fails to participate in the selection of the arbitrator, the City shall select an arbitrator.
 - (4) Failure to take action to compel arbitration within ninety (90) days of the date the grievant submits the request to arbitrate will conclusively be deemed abandonment of the right to compel arbitration.
 - (5) The arbitrator will be requested by the parties to render his/her decision in writing as quickly as possible but in no event later than sixty (60) days after the conclusion of the hearings or filing of closing briefs, if applicable, unless the parties agree otherwise.
 - (6) All administrative expenses of arbitration shall be borne by the City. Administrative expenses shall include: the arbitrator's fee; costs for a court reporter and transcripts from the hearing; and rental of any facilities to conduct the arbitration.
 - (7) Administrative fees shall not include any costs or fees related in any manner to the representation of the grievant at the arbitration or otherwise.
- (b) Final & Binding Arbitration: If the grievant affirmatively agrees in writing, to final and binding arbitration, it shall be submitted to an impartial arbitrator. The arbitrator's award shall be final and binding on both parties and shall be consistent with and controlled by the City Ordinance, Personnel Rules, Charter, and the laws and Constitution of the State of California. The standards of review

of the arbitrator's final and binding award shall be in accordance with California Code of Civil Procedure §1285.

- (c) Advisory Arbitration: If the grievant rejects final and binding arbitration, it shall be submitted to an impartial arbitrator for an advisory award. The arbitrator's award shall be submitted to the City Manager for a final determination and shall not be binding on either party. The City Manager may affirm, reverse, or modify the impartial arbitrator's advisory award as he/she deems appropriate, and the City Manager's decision shall be final and binding on the parties. The standards of review of the City Manager's final decision shall be in accordance with California Code of Civil Procedure §1094.5.

Section 28.5 Arbitration Awards

- (a) An employee who has been suspended, demoted, or dismissed may be reinstated to his/her position as a result of a successful appeal through the grievance procedure. In the event of such reinstatement, the employee shall be returned to his/her former status of employment, including reinstatement of seniority and accrued fringe benefits.
- (1) In such cases, the City Manager, in his/her discretion, may order the payment of back pay to a reinstated employee in any amount up to payment for the full period of time involved.
- (b) In implementing an arbitrator's final and binding award, the City Manager shall order the payment of back pay to a reinstated employee in the amount provided in the arbitrator's award.
- (1) Any earnings of the reinstated employee from other employment during his/her period of suspension shall be deducted from the amount of back pay ordered by the City Manager unless contrary to the provisions of an arbitrator's award.
- (c) In the event of an Advisory Arbitration Award, the City Manager, at his/her discretion, may order the payment of back pay to a reinstated employee in any amount up to the payment for the full period of time involved. It shall be conclusively presumed that there shall be no award of back pay to a reinstated employee unless specifically set forth in the written order of the City Manager.
- (1) Any earnings of the reinstated employee from other employment during his/her period of suspension shall be deducted from the amount of back pay ordered by the City Manager unless contrary to the provisions of his/her written order.

Section 28.6 Time Limits

- (a) Any grievance not presented and/or carried forward by the employee within the time limits specified in Section 28 shall be deemed null and void; provided however, the employee and the City representative may agree to extend said time limits.

Section 28.7 Exceptions

- (a) Any adoption, deletion, or review of City policy as may be suggested or recommended by an employee shall not be considered to be a matter subject to review through the grievance procedure.
- (b) The provisions of this Rule shall not apply to employees in classifications designated exempt in accordance with Section 1.2 (b) of these Rules.

RULE 29 POST RETIREMENT MEDICAL BENEFITS

Section 29.0 Purpose

- (a) This Rule establishes requirements and parameters for post-retirement medical benefits for retired Miscellaneous and Safety employees.
- (b) An employee (as defined in this Rule) who serves in one (1) or more additional positions also eligible for benefits under this Rule, shall be entitled to a single benefit hereunder.
- (c) Miscellaneous and Safety employees who are receiving a post-retirement medical benefit from the City shall continue to receive such benefits in accordance with the post-retirement medical benefits provisions that were in effect at the time of their retirement.

Section 29.1 Benefit Requirements

- (a) Regular, full-time employees (Miscellaneous and Safety) covered by this Rule who are enrolled as a subscriber in a City-sponsored health plan at the time of separation from Anaheim service shall be eligible to participate in any City sponsored health plan (medical and dental) as a retiree subject to the following terms and conditions:
 - (1) The employee must be credited with at least five (5) years of continuous, full-time City service on the date of retirement, and
 - (2) The employee must have been awarded a retirement from PERS as the reason for separation from City service, and
 - (3) PERS retirement benefits must commence no later than the first (1st) day of the month following the date of separation from City service, or
 - (4) The employee must have been awarded a disability retirement (Ordinary or Industrial) from PERS as the reason for separation from Anaheim service.
 - (5) An employee who has completed twenty (20) consecutive years of service with Anaheim as a certified Firefighter or Sworn Police Officer and who has prior service as a certified Firefighter or sworn Police Officer with another California Fire Agency or Law Enforcement Agency shall receive up to three (3) years of additional service credit for the purpose of calculating Anaheim's contribution towards post-retirement medical benefits. Fire Safety Management employees who have completed five (5) or more years of continuous full-time City service and who terminate employment with the City and are subsequently reinstated within three (3) years of their date of separation shall be credited with prior service for the purpose of calculating continuous full-time City service upon completion of all of the vesting requirements of Section 29.2.

Section 29.2 Contributions

- (a) For all regular, full-time employees hired prior to January 1, 1996 who meet the requirements for participation in any City sponsored health plan as a retiree, the City shall provide separate contributions towards the premium costs of the City sponsored medical and/or dental plans elected by the employee according to the following schedule:
- (1) Notwithstanding Section 29.2(a) above, the City shall provide separate contributions towards the premium costs of the City sponsored medical and/or dental plans in accordance with Section 29.2 for full-time Safety Management employees in the Fire Department, who were hired between January 1, 1996 and November 9, 2001 into a classification represented by the Anaheim Firefighters Association (AFA), who are otherwise eligible to participate in any ANAHEIM sponsored health plan as a retiree pursuant to ARTICLE 53.2 of the Memorandum of Understanding between the City of Anaheim and AFA, and who promote out of an AFA classification directly into a fulltime Safety Management classification.
 - (2) Notwithstanding Section 29.2(a) above, the City shall provide separate contributions towards the premium costs of the City sponsored medical and/or dental plans in accordance with Section 29.2 for full-time Safety Management employees in the Police Department, who were hired between January 1, 1996 and July 6, 2001 into a classification represented by the Anaheim Police Association (APA), who are otherwise eligible to participate in any ANAHEIM sponsored health plan as a retiree pursuant to ARTICLE 57.6 of the Memorandum of Understanding between the City of Anaheim and APA, and who promote into a full-time Safety Management classification.
 - (3) For service retirements, the contributions shall be a percentage of the annual contributions made by Anaheim on behalf of active employees, the percentage equal to one and one-half (1 ½) times the miscellaneous two percent at sixty (2% @ 60) PERS retirement schedule to a maximum contribution of ninety-five percent (95%) based on the employee's age at retirement and City service accrued through December 31, 2005. City service shall be calculated to the nearest complete one-quarter (1/4) year.
 - (4) The percentage shall be one and two-tenths (1.2) times the two percent at fifty (2% @ 50) Local Public Agency Safety Public Employees' Retirement System retirement schedule for employees in classifications assigned to the Safety retirement group. Such percentage shall not exceed ninety-five percent (95%) and shall be based on the employee's age and consecutive years of City service at the time of retirement. City service shall be calculated to the nearest complete one quarter (1/4) year.
 - (5) For Disability Retirements, the contribution shall be a percentage of the annual contributions made by Anaheim on behalf of active employees, the percentage equal to two percent (2%) for each year of service to a maximum contribution of ninety-five percent (95%) based on the

employee's consecutive years of City service for Safety and on City service accrued through December 31, 2005 for Miscellaneous. City service shall be calculated to the nearest complete one quarter (1/4) year.

- (6) In the event an employee is eligible for both a Service and a Disability Retirement benefit under this Rule, the employee shall receive the Service Retirement benefit.
- (7) The Anaheim contribution shall be based on the Two-Party or Family rate only for those employees who properly enroll a dependent spouse or registered domestic partner and/or other family members prior to retirement and shall continue only as long as the retiree maintains coverage for such dependents in City sponsored health plans. Nothing in this Rule shall prevent a retiree from properly enrolling new dependents at the retiree's cost.

Section 29.3 Health Plans

- (a) The following conditions shall apply to all retirees (Miscellaneous and Safety) who are participating in City sponsored health plans:
 - (1) Retirees shall be required to enroll in Medicare Parts A and B upon establishing eligibility. Failure to enroll when eligible will result in cancellation of coverage.
 - (2) The full value of any Medicare credits provided to the City or Medicare surcharges imposed on the City by virtue of a retiree's participation or non-participation in Medicare shall be passed on to the retiree in the form of reduced or increased premium costs.
 - (3) The surviving spouse or registered domestic partner of the retiree may continue coverage under the same terms and conditions provided that the surviving spouse or registered domestic partner was properly enrolled at the time of the employee's retirement and that dependent coverage was continuously maintained during the employee's retirement.
 - (4) Once cancelled for any reason, coverage shall not be reinstated.
 - (5) Coverage shall be cancelled for non-payment of fees after three (3) months in arrears.
 - (6) There shall be "Coordination of Benefits" where other insurance exists.
 - (7) Retirees may change plans and add dependents only during an open enrollment period, except that the surviving spouse or registered domestic partner of a retiree may not enroll a new spouse or registered domestic partner.

Section 29.4 Exemptions

- (a) This Rule shall not apply to employees serving in the classification of Ambulance Operator.