

Memorandum of Understanding

between the

**American Federation of State, County, and
Municipal
Employees, Local 2002,
Confidential Unit**

and the City of Anaheim



July 1, 2023 through June 30, 2027

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ANAHEIM
AND THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, LOCAL 2002,
CONFIDENTIAL UNIT**

PREAMBLE

The wages, hours, and other terms and conditions of employment within the lawful scope of representation of the American Federation of State, County, and Municipal Employees, Local 2002, **Confidential Unit** (hereinafter called "AFSCME" or "UNION") have been agreed upon by representatives of the AFSCME and staff officials of City of Anaheim (hereinafter called "ANAHEIM" or "City") and shall apply to all employees of ANAHEIM working in classifications set forth in Appendix "B" (bargaining unit classifications). AFSCME agrees to recommend acceptance by bargaining unit members of all the terms and conditions of employment as set forth herein, and the staff officials of ANAHEIM agree to recommend to the City Council that all terms and conditions of employment, as set forth herein, be approved pursuant to California Government Code §3505.1.

SECTION I: GENERAL ADMINISTRATION

Article 1 - Recognition

- 1.1 ANAHEIM hereby recognizes AFSCME as the bargaining representative for all its members to the fullest extent allowable under California law applying to public employees. As public employees, such employees shall have the right to discuss individual problems of employment with ANAHEIM, provided that upon request of the employee, AFSCME shall be kept fully informed and have the right to be present at all such meetings between ANAHEIM and the individual.

Article 2 - Employee Rights

- 2.1 Employees shall have all rights granted to public employees under California law. Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with ANAHEIM. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by ANAHEIM or by any employee organization because of the employee's exercise of these rights.

Article 3 - Employer Rights

- 3.1 The Employer retains, exclusively, all its inherent rights, functions, duties, and responsibilities except where specifically limited in this document. The rights of the employer include, but are not limited to, the exclusive right to consider the merits, necessity, or organization of any service or activity provided by law or administrative order; determine the mission of its constituent departments, commissions, and boards; set standards of service and performance; determine the procedures and standards of selection for employment, training, and promotion; direct its employees; establish work schedules and work assignments; evaluate employee performance; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of ANAHEIM's operations; determine the methods, means, and personnel by which ANAHEIM's operations are to be conducted; classify and reclassify positions; determine the content of job classifications; contract out work and transfer work into or out of the unit; take all necessary action to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Article 4 - Construction

- 4.1 Nothing in this Memorandum of Understanding (hereinafter "MOU") shall be construed to deny any person or employee the rights granted by federal and state laws and City Charter provisions. The rights, powers and authority of the Anaheim City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this MOU. The provisions of this MOU are not intended to conflict with the provisions of Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500, et seq.).

Article 5 - Savings Clause

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

Article 6 - Duration

- 6.1 This MOU shall be in full force and effect as of the first day of the pay period following adoption of a resolution approving this MOU and the terms hereof by the City Council of the City of Anaheim. The terms of this Memorandum are to remain in full force and effect through the thirtieth (30th) day of June, 2027.

Article 7 - Notification

- 7.1 Reasonable written notice shall be given by the City Management Representative to AFSCME, of any proposed ordinance, resolution, rule, or regulation directly relating to matters within the scope of representation to be presented to the City Council for determination, and AFSCME shall be given the opportunity to meet with the City Management Representative prior to submission to the City Council for determination.
- 7.2 In cases of emergency when the City Council determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or meeting with AFSCME, the City Management Representative shall provide such notice at the earliest practicable time following the adoption of such ordinance, resolution, rule, or regulation.

Article 8 - Consultation

- 8.1 The City Management Representative, after consultation in good faith with representatives of AFSCME, may recommend adoption of reasonable rules and regulations for the administration of employer-employee relations. The City Management Representative shall consult in good faith with representatives of AFSCME on employer-employee relations matters which affect them, including those that are not subject to meeting and conferring.

Article 9 - Meet And Confer

- 9.1 The City Management Representative and representatives of AFSCME shall have the mutual obligation personally to meet and confer in order to exchange freely information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation. Nothing herein precludes the use of any impasse procedure authorized by law whenever an agreement is not reached during the meeting and conferring process and the use of such impasse procedure is mutually agreed upon by ANAHEIM and the UNION.
- 9.2 The City Management Representative shall not be required to meet and confer in good faith on any subject pre-empted by federal or state law or by the Anaheim City Charter nor shall they be required to meet and confer in good faith on Employer or Employee Rights as herein defined in ARTICLES 2 and 3. Proposed amendments to this ARTICLE are excluded from the scope of meeting and conferring.

Article 10 - Memorandum Of Understanding

- 10.1 When the meeting and conferring process results in agreement between ANAHEIM and AFSCME, such agreement shall be incorporated in a written MOU, signed by ANAHEIM Representative(s) and AFSCME representative(s). The matters incorporated in the MOU shall be presented to the City Council for determination.

Article 11 - Discussion

- 11.1 It is the intent of both parties to maintain an open line of communication for the betterment of employer-employee relations. Any issue not pertaining to grievances or grievable issues may be discussed by AFSCME or ANAHEIM at either party's request.
- 11.2 A party requesting a discussion may orally or in writing notify the other party of the subject to be discussed. Thereafter, a meeting shall be promptly arranged at which meeting not more than two (2) AFSCME members and the business manager or business representative of AFSCME may be present. Upon notification and with mutual agreement, either party may include additional representatives.
- 11.3 If the parties are not able to resolve the issues after three (3) meetings, the issues will be considered dropped, unless both parties agree to meet additional times.
- 11.4 If the discussion process results in an agreement between the City Management Representative and AFSCME to amend this MOU, such agreement shall be incorporated in a written Letter of Understanding (hereinafter "LOU"), signed by the City Management Representative(s) and AFSCME representative(s). The matters incorporated in the Letter of Understanding shall be presented to the City Council for determination when necessary.

Article 12 - Union Administration

- 12.1 AFSCME representatives are those elected or appointed in accordance with the constitution and bylaws of AFSCME.
- 12.2 ANAHEIM recognizes the UNION's right to appoint shop stewards.
- 12.3 AFSCME shall notify ANAHEIM, in writing, of the names and job classification titles of its officers, unit representatives, stewards, or other officials each time an election is held or new appointments are made.
- 12.4 An employee elected or appointed as an officer, director, or representative of the AFSCME shall be required to work full-time in the employee's respective job classification.
- 12.5 Officers, directors, and representatives (subject to the provision of this Article) of the UNION shall be permitted to visit employee work locations for the purpose of observing conditions under which employees are working, provided such visit shall not interfere with the normal operations of the department or with established safety requirements.
- 12.5.1 Such officers, directors, and representatives shall not enter any work location without the knowledge of the Department Head, Division Head, or other appropriate supervisor.
- 12.6 In the event that the AFSCME formally meets and confers with representatives of ANAHEIM on matters within the scope of representation during regular City business hours, a reasonable number of officers, directors, and representatives, or other officials of the AFSCME shall be allowed reasonable time off without loss of compensation or other benefits. Stewards and officers shall be granted reasonable time off without loss of compensation for representing employees in disciplinary matters or otherwise enforcing this MOU.
- 12.6.1 Such officers, directors, representatives, or other officials shall not leave their duties, work stations, or assignments without the knowledge of their appropriate manager or supervisor. Release time shall, whenever possible, be requested at least forty-eight (48) hours in advance so as to allow the department to make any necessary adjustments for work coverage. Union release time may be granted if the request is submitted on the date of the union activity and will not be granted if the request is submitted after the date of union activity.
- 12.6.2 Such meetings are subject to scheduling in a manner consistent with operating needs and work schedules.
- 12.7 ANAHEIM agrees to provide the President and board members of AFSCME reasonable time off without loss of compensation or benefits for all activities concerned with the internal management of AFSCME.

- 12.8 ANAHEIM shall furnish bulletin boards at mutually agreeable, specific locations for the purpose of posting notices pertaining to AFSCME business.
- 12.9 ANAHEIM shall allow AFSCME to conduct meetings in City facilities.
- 12.9.1 Such meetings shall be scheduled in accordance with regulations governing use of public meeting rooms at City facilities.
- 12.10 Within thirty (30) days of the date of hire or by the first pay period of the month following hire, ANAHEIM shall provide the UNION with the following information of bargaining unit employees:
- Name
 - Hire date
 - Job title
 - Department
 - Work location
 - Work cellular number, if provided by the City
 - Personal cellular and home phone numbers
 - Personal email addresses
 - Home address
- 12.11 The information identified in this section shall be provided to the UNION regardless of whether the newly hired public employee was previously employed by the public employer.
- 12.12 ANAHEIM shall provide the same information of all bargaining unit employees to the UNION on a quarterly basis.
- 12.13 Employees' personal information shall not be deemed public record subject to disclosure to any person or organization other than the UNION.
- 12.14 Employees may choose not to have their personal information (home address, home telephone number, personal cellular number, or personal email address) released to the Union. Employees making such a request must submit a written (including email) request to the Human Resources Department.

Article 13 - New Employee Orientation

- 13.1 ANAHEIM shall provide notice of new employee orientations no less than ten (10) calendar days in advance, to AFSCME. The notification shall include date, time, location, and name(s) of new employees attending the orientation.
- 13.2 AFSCME shall be provided up to one-half (1/2) hour during the new employee orientation sessions to speak with new employees about contractual rights, introduce new employees to AFSCME, and discuss potential enrollment in membership.

- 13.3 If an in-person new employee orientation session is not held within thirty (30) calendar days of an employee's date of hire, the City will allow AFSCME to make arrangements for an in-person meeting with the new employee during working hours, for up to one-half hour. During the meeting, the AFSCME representative may discuss enrollment in membership.

Article 14 - Check Off

- 14.1 ANAHEIM agrees to check-off for the payment of the regular monthly AFSCME dues and to deduct such payments from the wages of all AFSCME represented members when authorized to do so by AFSCME, and remit such payments to AFSCME in accordance with the terms of signed authorizations of such members. The deduction of such dues and the remittal of same by ANAHEIM to AFSCME shall constitute payment of said dues and initiation fees by such members to AFSCME.

Article 15 - Notification Of Contracting Out

- 15.1 ANAHEIM agrees to notify AFSCME of possible contracting out of City work or services if such contracting out will have a significant long term impact on work performed by employees in classifications represented by AFSCME.
- 15.1.1 Such notification will be given before a decision to contract out is made; and
- 15.1.2 AFSCME will have an opportunity to comment prior to a determination by ANAHEIM to enter into contracting arrangements.

SECTION II: COMPENSATION

Article 16 - Salary Administration

- 16.1 Purpose
- 16.1.1 The purpose of this ARTICLE 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.
- 16.2 General
- 16.2.1 Employees shall be assigned to a classification in which the pay rate is determined by placement on a step in the applicable salary schedule.
- 16.3 New Hires

16.3.1 Newly hired 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, a Department Head 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.

16.3.2 The provisions of this Article may also apply to reemployed and reinstated employees per ARTICLE 23 - REINSTATEMENT.

16.4 Merit Increases—Full-Time Employees

16.4.1 Regular, full-time employees are eligible for individual merit increases effective on their merit review date. 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 fifth (5th) step after completion of six (6) months of service in the fourth (4th) step.
- (2) To the sixth (6th) step after completion of six (6) months of service in the fifth (5th) step.
- (3) To the seventh (7th) step after completion of six (6) months of service in the sixth (6th) step.
- (4) To the eighth (8th) step after completion of twelve (12) months of service in the seventh (7th) step.
- (5) To the ninth (9th) step after completion of twelve (12) months of service in the eighth (8th) step.
- (6) Effective the first full pay period following City Council adoption of this MOU, the City shall implement a tenth (10th) step. Employees shall be eligible to move to the tenth (10th) step after completion of twelve (12) months of service in the ninth (9th) step and effective on their first merit review date occurring on or after the effective date of the addition of the tenth (10th) step. Except that an employee who has been on the ninth (9th) step for one year or more and is not currently on a performance improvement plan shall be advanced to the tenth (10th) step upon its effective date.

16.4.2 For purposes of this ARTICLE, "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.

16.4.3 Merit pay increases shall be granted upon approval of the employee's Department Head for continued meritorious and efficient service and continued improvement by the employee in the effective performance of their duties.

16.4.4 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 ARTICLE 16.4.1.

16.5 Merit Increases—Part-Time Employees

16.5.1 Part-Time hourly employees are eligible for individual merit increases effective on their merit review date. Employees may be determined to be ineligible to receive a merit increase based upon their overall performance rating. Part-Time hourly employees shall be eligible for consideration for merit pay increases as follows:

16.5.1.1 Part-time employees hired to work an average of twenty (20) hours per week on an ongoing basis shall be eligible for merit increases to the next higher salary step after one thousand forty (1,040) hours in a salary step.

16.5.1.2 Part-time employees hired to work an average of thirty (30) hours per week on an ongoing basis shall be eligible for merit increases to the next higher salary step after one thousand five hundred sixty (1,560) hours in a salary step.

16.5.1.3 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 salary step.

16.6 Special Merit Adjustments – All Employees

16.6.1 When an employee demonstrates exceptional ability and proficiency in the performance of their assigned duties, the employee may be given a special merit advancement to the next higher step, without regard to length of service, upon the recommendation of the employee's Department Head and the approval of the Human Resources Director. Probationary employees shall not be considered for a special merit.

16.7 Reclassification

16.7.1 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%) except when the top step of the higher salary schedule provides a pay increase of less than four percent (4%).

16.7.2 An employee who is reclassified to a lower job classification shall be placed in the salary step of the lower salary schedule closest to the employee's rate of pay that does not provide an increase.

16.7.3 An incumbent employee reclassified to an equivalent job classification shall retain the employee's rate of pay and merit review date for purposes of merit pay increases.

16.7.4 An incumbent employee reclassified to a higher job classification shall retain the employee's step and merit review date for purposes of merit pay increases.

16.7.5 An incumbent employee reclassified to a lower job classification shall be placed in the step of the lower salary schedule closest to the employee's 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 the employee's 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.

16.7.6 An incumbent who is reclassified does not begin a new probationary period.

16.8 Order of Precedence—Personnel Actions

16.8.1 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.

Article 17 - Hours of Work and Payday

17.1 Forty (40) Hour Work Week.

17.1.1 The average regular work week for full-time employees shall be forty (40) hours.

17.1.1.1 For all full-time employees with an average regular work week of forty (40) hours, the monthly shall be the hourly rate multiplied by two thousand eighty (2080) divided by twelve (12).

17.1.1.2 Part-Time employees shall be paid at an hourly rate, which shall be calculated by dividing the annual rate of the same position by two thousand eighty (2080) hours.

- 17.1.1.3 Part-time employees shall be assigned a work week of seven (7) consecutive days for the purpose of overtime. Part-time employees shall have no guarantee of hours of work in any given work week.
 - 17.1.2 All pay, discipline, and leave provisions will be administered consistent with this MOU and the Fair Labor Standards Act (FLSA) requirements for exempt positions.
- 17.2 Alternative Work Schedules. In certain instances, alternatives to the traditional work schedule may be appropriate. Such schedules may be implemented under the following guidelines:
 - 17.2.1 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.
 - 17.2.2 Alternate work schedules shall not reduce service to the public.
 - 17.2.3 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.
 - 17.2.3.1 The parties agree that any disputes regarding the denials or rescission of alternative schedules may be addressed as outlined in ARTICLE 11 - DISCUSSION.
 - 17.2.4 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.
 - 17.2.5 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 ARTICLE 18 – PREMIUM PAY.
 - 17.2.6 Non-exempt employees who do not work on the holiday or day observed in lieu of the holiday, as set forth in ARTICLE 27 – 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 pay period in which the holiday falls. Such additional hours worked shall not be considered overtime and the employee shall be paid at the employee’s regular hourly rate of pay. This make-up of hours shall only apply to holidays.
 - 17.2.7 Employees may be assigned to or revoked from an alternate work schedule only effective at the beginning of a biweekly pay period.
- 17.3 Pay Days. Regular salaries and compensation of employees shall be paid on a biweekly

basis.

- 17.4 All holiday, vacation, and sick leave payments shall be at the employee's regular hourly rate of pay.

Article 18 - Premium Pay

18.1 Exemptions from Overtime

18.1.1 Except as specifically provided in this ARTICLE, all full-time employees in job classifications with an "X" before the salary schedule are exempt from Overtime. For the purposes of this ARTICLE, such employees are considered "Exempt."

18.1.2 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 Department Head specifically requires the employee's attendance and the employee is otherwise eligible for overtime compensation.

18.2 Overtime – General

18.2.1 A full-time employee who performs authorized work in excess of the employee's 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 the employee's regular hourly rate of pay.

18.2.1.1 All overtime must be authorized by the appropriate manager, or designee.

18.2.1.2 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.

18.3 Standby

18.3.1 A full-time non-exempt 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 the employee's regular hourly rate of pay for each calendar day of such standby duty.

18.4 Call Out

18.4.1 A full-time non-exempt employee called out for emergency work shall be paid at the rate of one and one-half (1½) times regular hourly rate of pay for such emergency work.

18.4.1.1 All emergency call out time shall be calculated to the nearest one-quarter (1/4) hour of time worked.

18.4.1.2 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 hourly rate of pay.

18.4.1.3 A minimum of three (3) hours, inclusive of travel time at the rate of one and one-half (1½) times the employee's regular hourly rate of pay, shall be guaranteed for each emergency call out.

18.4.2 Non-exempt employees subpoenaed to appear during off duty hours as a 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.

18.5 Planned Overtime

18.5.1 A full-time non-exempt employee who is assigned planned overtime shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for such work.

18.5.1.1 A minimum of two (2) hours pay at the rate of one and one-half (1½) times the employee's regular hourly rate of pay shall be guaranteed for planned overtime, except when such overtime occurs immediately before or after a regular work period.

18.5.1.2 A non-exempt employee subpoenaed to appear during off duty hours as a prosecution witness for court matters within the scope of their 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.

18.6 Temporary Upgrade

18.6.1 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 the employee's regular job class.

18.6.1.1 Employees who are temporarily upgraded to a job classification assigned to a salary step schedule 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.

- 18.6.1.2 Employees temporarily upgraded to a job classification assigned to a salary range 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.
- 18.6.1.3 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.
- 18.6.1.4 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.

18.7 Bilingual Pay

- 18.7.1 Employees required to speak in Spanish or other languages (including sign language), as well as English, as part of their regular duties of their position will be compensated at the rate of seventy dollars (\$70) per pay period in addition to their regular pay.
- 18.7.2 Employees required to speak in Spanish or other languages, as well as English, as part of their regular duties of their position will be compensated at the rate of ninety dollars (\$90) per pay period in addition to their regular pay if the employee can also read and/or write in Spanish or other languages, as well as English.
- 18.7.3 Any employee receiving compensation under this ARTICLE 18.7.2 shall not concurrently receive compensation under ARTICLE 18.7.1.
- 18.7.4 Employees who are assigned to test other employees for bilingual certification, as part of their regular duties of their position will be compensated at the rate of one hundred twenty dollars (\$120) per pay period in addition to their regular pay.
- 18.7.5 The appropriate Department Head shall designate which positions shall be assigned bilingual duties and which language shall be eligible for bilingual pay.
- 18.7.6 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.
- 18.7.7 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 ARTICLE 18.7.5. Bilingual pay eligibility shall continue in accordance with the provisions in ARTICLE 18.7 during any period of leave with pay.

18.7.8 Bilingual pay eligibility shall continue only as long as the employee's Department Head affirms an ongoing need for the bilingual duties, and only so long as the employee demonstrates continuing competency through a proficiency examination at intervals deemed appropriate by the Human Resources Department.

18.7.9 Employees on Short-Term Disability ("STD") or Leave Without Pay for over forty (40) hours in a pay period shall not receive bilingual pay.

SECTION III: EMPLOYMENT

Article 19 - Appointments and Promotions

19.1 Appointments and promotions will be solely based on qualifications without regard to political affiliation or belief, membership in or attitude toward any employee organization, or any protected category under state or federal law, including, race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status, except where age or lack of physical disability is a bona fide occupational qualification.

19.1.1 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 abilities and aptitudes of candidates.

19.2 Recruitment – Open

19.2.1 Unless otherwise indicated at the time a recruitment is announced, recruitments are open to the general public.

19.2.2 At the conclusion of the filing period (or periodically for a continuous recruitment), an applicant who has failed to demonstrate possession of 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.

19.2.2.1 City employees who submit an application in an open recruitment shall be evaluated on the same basis as external applicants. Successful candidates may be required to undergo a reference check, background check and/or pass a post-offer pre-employment medical examination.

- 19.2.2.2 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.
- 19.2.2.3 Eligibility lists shall remain in effect for a period of six (6) months or until depleted, whichever occurs first. Lists containing two (2) or fewer names may be considered depleted.
- 19.2.2.4 Eligibility lists may be extended by the Human Resources Director for a period not to exceed an additional six (6) months.

19.3 Recruitment – Promotional

- 19.3.1 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.
- 19.3.2 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.
 - 19.3.2.1 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.
 - 19.3.2.2 Promotional eligibility lists shall remain in effect for a period of six (6) months, or until depleted, whichever occurs first. Lists containing two (2) or fewer names may be considered depleted.
 - 19.3.2.3 Promotional eligibility lists may be extended by the Human Resources Director for a period not to exceed an additional six (6) months.
 - 19.3.2.4 The appropriate Department Head, 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.

19.4 Promotion Without Competition

- 19.4.1 An employee may be promoted without qualifying through the competitive process when the employee is in a classification with a recognized career

progression (e.g. from Utilities Analyst I to Utilities Analyst II), or when the Human Resources Director determines that the number of employees qualified for promotion is insufficient to justify competition.

19.4.2 When the position is one with a recognized career progression, the employee's Department Head need only notify the Human Resources Director, in writing, that the employee meets all of the minimum requirements for the higher-level position.

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

19.5 Promotions – General

19.5.1 An employee promoted to a classification assigned to a salary step 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%) of base pay, 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 base 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.

19.5.2 An employee promoted to a classification assigned to a salary range shall be placed at any rate within the designated salary range which provides a ten percent (10%) base rate of pay increase. An employee promoted to a management classification to which the employee was being temporarily upgraded immediately preceding the promotion in accordance with ARTICLE 18.6 - Temporary Upgrade shall be placed at any rate within the designated management salary range which provides a fifteen percent (15%) increase based on the employee's regular rate of pay excluding the temporary upgrade pay. In no case may the increase cause the employee's salary to exceed the Maximum Point. A new merit review date shall be established in accordance with ARTICLE 16 – SALARY ADMINISTRATION. 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.

19.5.3 The City Manager may, at their discretion, provide additional vacation accrual or vacation balance in accordance with the provisions of ARTICLE 28 – VACATION to a promoted employee.

19.5.4 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.

19.6 Acting Appointments

19.6.1 An Acting Appointment is the appointment of an employee to a higher-level 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.

19.6.2 An Acting Appointment of a person meeting the minimum qualifications for the position may be made by the appropriate Department Head 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 ARTICLE 19.6.1. Requests for Acting Appointments must be submitted in writing and must include justification for the appointment.

19.6.3 Acting Appointments are subject to the following:

19.6.3.1 An Acting Appointment must cover a period of at least thirty (30) calendar days.

19.6.3.2 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.

19.6.3.3 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.

19.6.3.4 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.

19.6.3.5 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 shall be determined by Human Resources.

- 19.6.3.6 The normal promotional salary progression will apply in accordance with ARTICLE 19.5. 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.

19.7 Provisional Appointments

- 19.7.1 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 requires the prior approval of the Human Resources Director.
- 19.7.2 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.
- 19.7.3 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.
- 19.7.4 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.
- 19.7.5 In the event that any provisional appointee fails to qualify on the eligibility list or is not selected as established within the appropriate time of the provisional appointment, said provisional appointment shall end and the provisional appointee shall have their employment terminated.
- 19.7.6 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.

19.8 Grant-Funded Positions and/or Limited Term Positions

- 19.8.1 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 Department

Head 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 their period of employment under the grant or limited-term position, said appointee shall be terminated from City employment.

- 19.9 Notwithstanding any other provisions of this ARTICLE, vacant full-time positions which would otherwise be filled by an open recruitment may be filled by appointing non-probationary employees currently employed in the equivalent Part-Time classification without qualifying the employee through the competitive process.

Article 20 - Probation

20.1 Purpose

- 20.1.1 This ARTICLE allows the Appointing Authority to subject newly hired or promoted employees to heightened scrutiny, and to reject such an employee at any time during their probationary period if the employee's work and conduct is determined to be below standards.

20.2 General

- 20.2.1 Newly appointed employees, employees promoted, employees reinstated after thirty (30) calendar days in accordance with ARTICLE 23 – REINSTATEMENT; employees reassigned according to the Vocational Rehabilitation Administrative Regulation; and employees transferred in accordance with ARTICLE 25 – TRANSFER shall be subject to a period of probation. The regular period of probation shall be twelve (12) months.

20.2.1.1 Subject to the discretion of the appropriate Department Head, an employee's probationary status may be extended beyond the regular probationary period by providing the employee advanced written notice.

20.2.1.2 Upon successful completion of a probationary period, an employee shall be granted regular status in the classification in which the probationary period is served.

20.3 Evaluation

- 20.3.1 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 Department Head 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 this MOU, any state or federal law or Chapter 1.05 of the City of Anaheim Municipal Code (Personnel System).

20.3.2 An employee shall be retained beyond the end of the probationary period only if the appropriate Department Head affirms that the services of the employee have been found to be satisfactory. However, in the event the Department Head 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 their probationary period and shall be granted regular status in the classification in which the probationary period is served.

20.4 Probationary Rejection

20.4.1 An employee rejected or laid off during the probationary period from a position to which the employee was appointed from outside the organization shall be separated from City service.

20.4.2 An employee rejected or laid off during the probationary period from a position to which the employee was promoted or transferred shall be returned to the classification in which the employee had regular status unless the reasons for their failure to complete the probationary period would be cause for dismissal.

20.4.3 ANAHEIM will make every reasonable effort to return a part-time employee rejected or laid off from a position to which the employee was promoted or transferred to during the probationary period to the classification in which the employee had regular status unless the reasons for their failure to complete the probationary period would be cause for dismissal. If not returned to their former classification, the employee shall be separated from City service/employment.

Article 21 - Salary Reduction, Suspension, Demotion, And Dismissal

21.1 The tenure of every employee shall be conditioned on good behavior and satisfactory work performance. An employee may have their salary reduced or be suspended without pay, demoted, or dismissed for good and sufficient cause.

21.2 When in the judgment of the appropriate Department Head, or designee, an employee's work performance or conduct justifies disciplinary action short of demotion or dismissal, the employee may be:

21.2.1 Suspended without pay. Upon taking such action, the appropriate Department Head, or designee, shall file with the employee and the Human Resources Director a written notification containing a statement of the substantial reasons for the action. No employee shall be suspended without pay for more than thirty (30) calendar days, or;

21.2.2 Reduced in salary. Upon taking such action, the appropriate Department Head, or designee, shall file with the employee and the Human Resources Director a written notification containing a statement of the substantial reasons for the action. The employee may be returned to their former salary at such time as

deemed appropriate by the appropriate Department Head, or designee.

21.2.2.1 No employee's salary may be reduced below the minimum salary required by applicable law or regulation.

21.3 An employee may be demoted or dismissed upon recommendation of the Department Head, or designee, whenever in the judgment of the appropriate Department Head, or designee, the employee's work or misconduct so warrants. Upon taking such action, the appropriate Department Head, or designee, 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.

21.4 In the disciplinary process, ANAHEIM shall conform with the procedural due process requirements of *Skelly v. State Personnel Board*. At such time as *Skelly* due process is required, prior to the determination that discipline will be imposed, the appropriate Department Head, or designee, at a minimum shall:

21.4.1 Provide written notification to the employee of the proposed discipline at least ten (10) calendar days, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, prior to the date the discipline is proposed to be implemented. The notification shall include:

21.4.1.1 The discipline that is proposed;

21.4.1.2 The grounds for imposed disciplinary action;

21.4.1.3 The actions, omissions, or conduct of the employee upon which the proposed discipline is based; and

21.4.1.4 An invitation to respond either orally or in writing prior to the proposed effective date of the discipline.

21.4.2 Provide copies of documents considered which support the proposed discipline.

21.4.3 Provide written notification of the final determination after consideration of the employee's response or after the opportunity to respond, if the employee chooses not to respond.

21.4.4 Failure to comply with ARTICLE 21.4 shall not invalidate a disciplinary action, but may result in penalties, upon ANAHEIM, as reflected in decisions of the California appellate courts.

21.5 When an employee is dismissed as provided in this ARTICLE, the following accelerated procedure under the provisions of ARTICLE 42 – GRIEVANCE PROCEDURE shall apply:

21.5.1 Only one (1) post-*Skelly* hearing by a representative from the City Manager's Office shall be held. This hearing shall be held within fourteen (14) calendar days, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, after the

dismissal is grieved, unless mutually extended.

21.5.2 If the grievance is then timely appealed to Step III to be submitted to an impartial arbitrator for a final and binding decision, ANAHEIM and AFSCME agree to:

21.5.2.1 Develop a standing list of mutually approved arbitrators.

21.5.2.1.1 This list shall include no more than five (5) mutually approved arbitrators.

21.5.2.1.2 ANAHEIM and AFSCME agree to reestablish the list of arbitrators once each year in January.

21.5.2.1.3 ANAHEIM or AFSCME may mutually remove arbitrators from this list at any time.

21.5.2.2 Select the arbitrator from the standing list that has the earliest, reasonable available hearing date, unless the parties mutually agree to select another arbitrator from the list.

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

Article 22 - Layoff, Reassignment, And Reemployment

22.1 Purpose

22.1.1 Layoffs shall be implemented for a lack of work or a lack of funds and shall be the basis of an evaluation of employee qualifications and seniority within the affected job class.

22.1.2. ANAHEIM will notify AFSCME of layoffs, which affect employees represented by AFSCME at the same time or prior to notification of employees.

22.2 Procedure

22.2.1 An employee whose position has been abolished due to lack of work or lack of funds shall be reassigned by the Department Head to the position within the division or department in an equivalent or lower job class closest to the employee's current classification for which the employee meets the minimum requirements and where the employee 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, the employee may be reassigned by the Department Head to any vacant position

within the department in an equivalent or lower job class, for which the employee meets the minimum requirements.

22.2.1.1 Employees reassigned to a job class with a salary step schedule will be placed in the closest salary step of the new job class which does not provide an increase. The employee's base rate of pay will be used in calculating the appropriate rate of pay.

22.2.2 Whenever an employee, whose position has been abolished cannot be reassigned to a position within their department, the employee may be reassigned by the City Manager to any vacant position in any other department in the employee's job class or in an equivalent or lower job class for which the employee 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.

22.2.3 An employee who is reassigned in lieu of layoff to a job classification at the same salary range shall retain the employee's current base rate of pay and merit review date.

22.2.4 Whenever an employee is reassigned to a vacant position in the same class, an equivalent class, or lower class as herein provided, the employee shall retain the same anniversary date for purposes of merit pay increases.

22.2.5 Whenever an employee is reinstated to a vacant position in their former job class, or re-employed as herein provided, the employee shall be given a new anniversary date for purposes of merit pay increases in accordance with the provisions of ARTICLE 16 – SALARY ADMINISTRATION.

22.3 Reemployment

22.3.1 Whenever an employee whose position has been abolished is not reassigned to another position, the employee shall be separated from City service and placed on the reemployment list for their 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 within two (2) years of being placed on the reemployment list. Reemployment shall be on the basis of City seniority.

22.3.2 Reemployment lists shall contain the names of regular, full-time employees laid off in good standing for lack of work or lack of funds.

22.3.2.1 Reemployment lists shall remain in effect for a period of two (2) years. Reemployment lists shall not be extended.

22.3.3 An employee reemployed from a reemployment list shall be considered to have continuous service and shall be credited with the amount of accumulated sick leave the employee had accrued at the time of layoff if the employee elects to remit to the City any payment received under the provisions of ARTICLE 29 – SICK LEAVE.

22.3.4 The provisions of this ARTICLE shall not apply to Part-Time employees and employees appointed to certain grant-funded and/or limited-term positions as designated by the City Manager under ARTICLE 19.8.

Article 23 - Reinstatement

23.1 Upon recommendation of the Department Head and with approval of the Human Resources Director, an employee may be reinstated to a vacant position in their former job classification or job family within two (2) years of their termination date without re-qualifying for employment by competitive process.

23.1.1 A full-time employee reinstated within thirty (30) calendar days of their 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 the employee had at the time of termination. The employee shall be placed in their former salary step and shall retain their anniversary date for purposes of merit pay increases. If their anniversary date occurred during the period of absence, the employee's new anniversary day shall be the first (1st) day of the next biweekly pay period following reinstatement.

23.1.2 A part-time employee reinstated within thirty (30) calendar days of their termination date shall be considered to have continuous service and shall not serve a new probationary period. The employee shall be placed in their former salary step.

23.1.3 A full-time or part-time employee reinstated after thirty (30) calendar days of their 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.

23.2 An employee may be reinstated under the provisions of the Vocational Rehabilitation Administrative Regulation to any vacant position for which the employee meets the minimum qualifications.

Article 24 - Voluntary Demotion

24.1 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.

24.2 A voluntary demotion shall require the approval of the Department Head 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 ARTICLE 16 – SALARY ADMINISTRATION.

24.2.1 Voluntary demotions authorized under the provisions of the Vocational Rehabilitation Administrative Regulation shall be in accordance with the provisions of this ARTICLE.

24.3 Upon recommendation of the Department Head 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 their former job class, which the employee had regular status, within two (2) years of the effective date of the voluntary demotion without re-qualifying by competitive processes.

24.3.1 An employee reinstated to their former job class from a voluntary demotion shall be placed in the salary range at their current base rate of pay. The employee shall retain their anniversary date for purposes of merit pay increases in accordance with provisions of ARTICLE 16 – SALARY ADMINISTRATION.

Article 25 - Transfer

25.1 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 their current job class shall also be considered a transfer.

25.2 A Transfer requires the approval of the Department Head to which the employee is transferring and the Human Resources Director. A Transfer may be initiated by the City Manager, Department Head, or by request of the employee to the Human Resources Director.

25.2.1 A transferred employee shall retain their base rate of pay and their anniversary date for purposes of merit pay increases.

25.2.2 If a Transfer is initiated by request of an employee to a job class with minimum standards of employment substantially different from those of their current job class, an employee shall be required to demonstrate their eligibility for employment in accordance with the provisions of ARTICLE 19 – APPOINTMENTS AND PROMOTIONS and the employee shall serve a new probationary period in accordance with the provisions of ARTICLE 20 – PROBATION.

25.2.3 A scheduled merit increase may be deferred at the discretion of the Department Head for a period of up to six (6) months to allow management to properly evaluate the transferred employee's work performance and conduct.

Article 26 - Post-Offer Medical And Physical Exams

- 26.1 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.
- 26.2 In order to be eligible for promotion or transfer to a job class in a category requiring substantially different physical qualifications than the employee's present job class, an employee must pass the appropriate medical examination.
- 26.3 All physical and medical examinations required under the provisions of this ARTICLE shall be performed by a physician in active practice licensed by California State Law and within the scope of their practice as defined by California State Law.
- 26.3.1 Exceptions to the provisions of ARTICLE 26.3 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.
- 26.4 The City shall pay for any physical and medical examination required under the provisions of this ARTICLE.
- 26.5 Any employee 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 the Department Head to undergo a medical examination prior to returning to work.
- 26.6 In the event the post-offer examination determines an employee is unable to perform the essential functions of a position without accommodation, the City will engage in an appropriate interactive process in compliance with Administrative Regulation 251.

SECTION IV: LEAVES

Article 27 - Holidays

27.1 Holidays – General

27.1.1 The following days shall be recognized as holidays. Full-time employees shall have the following holidays off with pay:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr.'s Birthday

- Third Monday in February, Presidents' Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veteran's Day
- Fourth Thursday in November, Thanksgiving Day
- Friday after Thanksgiving
- December 25, Christmas Day
- Every day designated by the City Council for a public feast, or holiday

27.1.2 In the event that any of the above holidays fall on an employee's scheduled day off, said employee shall observe the preceding work day or the following work day as scheduled by the Department Head, to provide maximum regular service to the public.

27.1.3 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 the employee's regular hourly rate of pay for each hour worked.

27.1.4 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.

27.2 Alternate Work Schedules

27.2.1 For employees assigned to an alternate work scheduled authorized under the provisions of ARTICLE 17 - HOURS OF WORK AND PAY DAY:

27.2.1.1 If the holiday falls on the 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 pay period. The additional hour(s) worked shall not be

considered as overtime and the employee shall be paid at their regular hourly rate of pay.

27.2.1.2 In the event an employee does not request to make-up the 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).

27.3 In addition to the holidays listed above under ARTICLE 27.1.1, each full-time employee who is employed as of January 1st of each calendar year will receive one (1) eight (8)-hour floating holiday per calendar year. A new employee will be eligible to use the floating holiday hours upon completion of six (6) months of service with the City. This leave time has no monetary value, cannot be cashed out and must be used by the end of the calendar year. The floating holiday 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.

27.4 Part-time employees are subject to ARTICLE 41 - PART-TIME EMPLOYEES

Article 28 - Vacation

28.1 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. Requests for vacation and scheduling of vacations shall not be arbitrarily denied or changed.

28.2 An employee shall be eligible to take any accrued vacation upon completion of six (6) months of service.

28.3 The maximum amount of vacation that may be taken at any given time shall be that amount that has accrued to the employee concerned.

28.4 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.

28.5 Paid vacation shall continue to accrue in accordance with the provisions of this ARTICLE under any period of leave with pay. Employees shall not accrue vacation while on Short-Term Disability or Long-Term Disability.

28.6 Full-time employees with an average of forty (40) hours shall receive annual vacation with pay in accordance with the following provisions:

28.6.1 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).

- 28.6.2 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).
 - 28.6.3 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).
 - 28.6.4 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).
 - 28.6.5 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).
 - 28.6.6 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).
- 28.7 Maximum vacation accumulations for full-time employees with an average regular work week of forty (40) hours shall be as follows:
- 28.7.1 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.
 - 28.7.2 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.
 - 28.7.3 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.
 - 28.7.4 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.
 - 28.7.5 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.
 - 28.7.6 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.

28.8 Exempt Employees:

28.8.1 The minimum amount of vacation that may be taken at any given time shall be one (1) day.

28.8.2 Employees shall have the number of hours of their regular workday deducted from their accrued vacation time for each day of vacation taken.

28.9 Non-Exempt Employees:

28.9.1 The minimum amount of vacation that may be taken at any given time shall be one-half (1/2) hour. Each non-exempt employee shall have one-half (1/2) hour deducted from the employee's accrued vacation time for each one-half (1/2) hour of vacation taken.

28.9.2 Non-exempt employees shall have the number of hours or their regular workday deducted from the employee's accrued vacation time for each one-half (1/2) hour or workday of vacation taken.

28.10 Upon termination, an employee shall be compensated through payroll at their 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.

28.11 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 compensated through payroll.

28.12 Employees shall have the ability to be compensated for accrued vacation hours at any time throughout the year, subject to the following provisions:

28.12.1 A minimum of forty (40) hours of vacation must have been used during the previous twelve (12) months.

28.12.2 The employee's Department Head must approve the employee's request for the vacation pay-off.

28.12.3 The employee's vacation balance cannot drop below forty (40) hours as a result of the request.

28.13 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 newly promoted employees for use upon completion of six (6) months in the position.

28.14 Part-Time employees shall accrue leave in accordance with ARTICLE 41 - PART-TIME

EMPLOYEES.

Article 29 - Sick Leave

- 29.1 Full-time employees shall accrue annual sick leave with pay in accordance with the following provisions:
- 29.1.1 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.
 - 29.1.2 Paid sick leave shall continue to accrue in accordance with ARTICLE 29 during any period of leave with pay.
 - 29.1.3 Employees shall not accrue sick leave while on Short-Term Disability or Long-Term Disability.
 - 29.1.4 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 the employee's regular hourly rate of pay.
- 29.2 The number of hours of an employee's regular work day shall be deducted from their accrued sick leave time for each regularly scheduled working day that the employee is on paid sick leave.
- 29.3 Exempt employees shall take sick leave in full day increments except only in cases where Family Medical Leave situations exist.
- 29.3.1 An employee may, at their option, elect to use vacation time to bridge the period after sick leave is exhausted and prior to Short-Term Disability commencing.
- 29.4 Non-exempt 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.
- 29.4.1 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
- 29.5 Sick leave that is accrued, but not taken, shall be accumulated.
- 29.5.1 Regular, full-time 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.

- 29.5.1.1 Payment shall be made in January of each year, or upon the employee's termination of employment for any reason.
- 29.5.1.2 A maximum of one hundred seventy-five (175) hours shall carry over from year to year.
- 29.5.2 The City shall pay to a regular, full-time employee, upon the employee's termination of employment due to retirement or layoff in accordance with ARTICLE 22 – LAYOFF, REASSIGNMENT, AND REEMPLOYMENT, all hours accumulated up to the maximum of one hundred seventy-five (175) hours that may be carried over from year to year.
- 29.5.3 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 CalPERS service credit.
 - 29.5.3.1 If the entire accrual shall exceed the annual maximum amount, then any balance would be paid to the employee.
- 29.5.4 If an employee dies while employed, the City shall pay to their beneficiary, as designated by the CalPERS records, the cash equivalent (paid at base salary rate) of all hours accumulated up to the maximum of one hundred seventy-five (175) hours.
- 29.6 In the event that any paid holiday occurs during a period when an 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.
- 29.7 An employee eligible for paid sick leave shall be granted such leave for the following reasons:
 - 29.7.1 Illness of the employee or physical incapacity of the employee due to illness or injury.
 - 29.7.2 Enforced quarantine of the employee in accordance with community health regulations.
 - 29.7.3 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.
 - 29.7.4 Temporary disabilities caused by pregnancy and childbirth.
 - 29.7.5 To attend to the illness of the employee's family member. "Family member" means a child (biological, adopted, foster, stepchild, a legal ward, child of a registered

domestic partner, or a child to whom the employee stands in loco parentis), parent (biological, adopted, foster, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee regardless of residence. As used in this ARTICLE, registered domestic partner means that a Declaration of Domestic Partnership has been filed with the California Secretary of State.

- 29.8 An employee who cannot perform their assigned duties due to illness or physical incapacity shall inform their immediate supervisor of the fact as soon as possible. Failure to do so within a reasonable time may be cause for denial of sick leave with pay.
- 29.9 Unless prohibited by law, in the event that an employee is absent in excess of three (3) or more consecutive working days, the employee's Department Head, or designee, may require that the employee submit a written statement by a physician licensed by the State of California certifying that the employee's condition prevented the employee from performing the duties of their position. Failure on the part of the employee to comply with such a requirement may be considered cause for disciplinary action.
- 29.10 Short-Term Disability
- 29.10.1 Total disability means an employee's complete inability to engage in their regular occupation. An employee 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 the employee's base rate of pay, after withholding taxes, and less deductible benefits.
- 29.10.1.1 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.
- 29.10.1.2 Payment of Short-Term Disability benefits is contingent upon the continuation of on-going medical treatment.
- 29.10.1.3 Short-Term Disability benefits shall continue beyond sixty (60) 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.
- 29.10.1.4 Deductible benefits include salary or other compensation paid by 1) any employer; 2) 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 3) a pension plan toward which the City contributed.

29.10.2 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.

29.10.2.1 Benefits are not payable unless the employee is regularly seen and treated by a licensed physician or medical practitioner who certifies the continuing disability.

29.11 Long-Term Disability

29.11.1 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 ARTICLE.

29.11.2 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:

29.11.2.1 All periods of total disability must be due to the same cause or causes;

29.11.2.2 All recurring periods of total disability that qualify as one (1) 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

29.11.2.3 Commencement of the benefit period for the insured Long-Term Disability plan shall automatically terminate benefits from the ANAHEIM Disability Plan.

29.12 Part-Time Employees shall be provided sick leave in accordance with ARTICLE 41 - PART-TIME EMPLOYEES.

Article 30 - Industrial Accident Leave

30.1 In the event that any full-time 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.

30.2 Industrial Accident Leave shall begin on the first (1st) day of such absence as defined in this ARTICLE.

- 30.2.1 Industrial Accident Leave shall continue during all absences due to a single injury, but not to exceed one (1) year of accumulated absence.
- 30.2.2 Industrial Accident Leave benefits provided by this ARTICLE shall apply to each injury or disease as defined in this ARTICLE.
- 30.2.3 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.
- 30.2.4 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.
- 30.2.5 Industrial Accident Leave for absence due to injury or disease as defined in this ARTICLE shall be granted to employees only upon presentation of a physician's certificate of treatment.
- 30.3 Any full-time 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 the employee's regular pay.
- 30.4 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 the employee's injury which resulted in the employee's absence from work, the employee is required to inform the Risk Management Division of such filing.
- 30.5 No employee shall have accrued sick leave deducted while on Industrial Accident Leave. Vacation and Sick Leave shall continue to accrue for any employee on Industrial Accident Leave in accordance with the provisions of ARTICLE 28 – VACATION and ARTICLE 29 – SICK LEAVE.

Article 31 - Bereavement Leave

- 31.1 In the event a death occurs in the immediate family of a full-time employee, the employee shall be granted bereavement leave with pay for up to a maximum of three (3) work days within three (3) months of the death of an immediate family member as defined in ARTICLE 31.1.1.
 - 31.1.1 "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, step child, grandchild, grandparent, sibling, step sibling, parent-in-law, daughter-in-law, or son-in-law of the employee or the employee's spouse or registered domestic partner.

- 31.1.2 For purposes of this ARTICLE, "Registered Domestic Partner" means that a Declaration of Domestic Partnership has been filed with the California Secretary of State.
- 31.2 In addition to paid bereavement leave as provided for in ARTICLE 31.1, employees may use unused sick or vacation hours up to five (5) additional working days for bereavement purposes. Such leave must be taken within three (3) months of the death of an immediate family member as defined in ARTICLE 31.1.1. If an employee has no sick or vacation on the books, the employee may utilize leave without pay for these additional five (5) days.
- 31.3 An employee may extend the time period for using the bereavement leave as provided in this ARTICLE to six (6) months following the death of an immediate family member by notifying the employee's supervisor within the first three (3) months following the family member's death.

Article 32 - Military Leave

- 32.1 This ARTICLE 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).
- 32.2 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.
- 32.3 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.
- 32.4 An employee who is on active duty and has been employed for at least one (1) year will receive the employee's salary for the first thirty (30) calendar days of military duty.
- 32.5 An employee who is a member of the California National Guard will receive the employee's salary for the first thirty (30) calendar days of active service regardless of length of service with the City.
- 32.6 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 the employee's salary for the first thirty (30) calendar days of duty.
- 32.7 Pay shall not exceed thirty (30) calendar days in any fiscal year.
- 32.8 During any term of deployment, employees shall be considered to be on leave without pay status (LWOP) and shall accrue no paid leaves.

Article 33 - Jury Duty And Court Appearances

- 33.1 In the event any full-time employee in the classified service is duly summoned to any court for the purpose of performing jury duty, the employee shall receive their regular compensation for any regularly scheduled working hours spent in actual performance of such service.
- 33.2 Whenever an employee is duly summoned to appear as a witness for court or any other legal or administrative proceeding (e.g., deposition, arbitration) on matters arising out of the employee's course and scope of work, the employee shall receive regular compensation for any regularly scheduled working hours spent in actual performance of such service. An employee shall not receive regular compensation where the employee is a litigant or a defendant in a criminal or civil case, or any other action, brought about as a result of their own action.
- 33.2.1 Employees receiving witness fees shall remit such fees to the Finance Department in order to be considered at work for payroll purposes during time spent as such witnesses.
- 33.3 In the event any Part-Time employee is summoned to any court for the purpose of performing jury duty, the employee is released from the employee's regularly scheduled working hours and shall not be compensated for such service.

Article 34 - Leave Without Pay

- 34.1 Any full-time employee 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.
- 34.2 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.
- 34.3 Non-Medical Leave Without Pay
- 34.3.1 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.
- 34.3.2 Leave without pay for a period not to exceed forty (40) working hours may be granted by the employee's Department Head, or designee.
- 34.3.3 Leave without pay in excess of forty (40) hours shall require the approval of the employee's Department Head.

34.3.4 An employee on non-medical leave without pay in excess of two (2) complete bi-weekly pay periods shall be responsible for the employee's full cost of all benefits the employee is receiving/enrolled.

34.4 Medical Leave Without Pay

34.4.1 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.

34.4.2 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.

34.4.3 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 or that continuation of leave without pay is a reasonable accommodation of an employee's disability.

34.5 An employee returning to work from leave without pay shall be placed in the same salary range/hourly rate the employee was in prior to such leave.

34.5.1 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 ARTICLE 16 – SALARY ADMINISTRATION provided that the employee returns to a position in the same job class.

34.5.2 If the employee returns to a position in a lower job class, the employee's salary step/range status shall be determined in accordance with the provisions of ARTICLE 24 – VOLUNTARY DEMOTION.

Article 35 - Administrative Leave

35.1 Effective each January 1st, full-time employees shall receive sixteen (16) hours of administrative leave. Effective January 1, 2024, and each January 1st thereafter, full-time employees shall receive twenty-four (24) hours of administrative leave.

35.1.1 Full-time employees who begin employment in an AFSCME represented classification after January 1st but on or before June 30th of each calendar year shall receive sixteen (16) hours of administrative leave for that calendar year and twenty-four (24) hours of administrative leave each January 1st thereafter. Full-time employees who begin employment in an AFSCME represented classification on July 1st through December 31st shall receive eight (8) hours of administrative leave for that calendar year and twenty-four (24) hours of administrative leave each January 1st thereafter.

- 35.2 Administrative leave has no monetary value, cannot be cashed-out and must be used by the end of the calendar year.
- 35.3 Administrative leave 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.
- 35.4 Employees will be eligible to use administrative leave hours upon completion of six (6) months of service with the City.
- 35.5 Use of administrative leave does not count towards usage criteria for the cash out of vacation hours pursuant to ARTICLE 28 – VACATION.

SECTION V: BENEFITS

Article 36 - Insurance and Pensions

36.1 General Provisions

- 36.1.1 The City Council shall set plan rates and employee contributions for City health and wellness plans annually.
- 36.1.2 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.
- 36.1.3 Proof of eligibility will be required of all employees enrolled in any City insurance plan to enroll a dependent.

36.2 Health Insurance

36.2.1 For full-time employees:

- 36.2.1.1 The City shall offer prepaid and/or insured health plans recommended by the Anaheim Health Council and approved by the City Council.
- 36.2.1.2 Employees become eligible for coverage on the first (1st) day of the month following one (1) complete calendar month after hire date. Part-time employees shall be eligible as defined in ARTICLE 41 - PART-TIME EMPLOYEES.
- 36.2.1.3 All eligible employees must enroll in a medical and dental plan offered by the City or show acceptable proof of alternate coverage. Any employee who fails to elect medical and dental plan coverage by the end of the enrollment period will be automatically enrolled by ANAHEIM in the single party coverage plan for medical and dental with the lowest monthly ANAHEIM contribution.

- 36.2.1.4 The employee shall contribute the difference between the City contribution and the total premium costs.
- 36.2.1.5 Proof of marriage or Declaration of Domestic Partnership shall be required to enroll an employee spouse or domestic partner in the employee's selected medical plan.
- 36.2.1.6 Employees who are covered by another health plan, including the dependent spouse of married City employee couples, shall 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 thirty (30) calendar days, the employee may enroll in any City plan upon proof of loss of health coverage. Health coverage will be effective the first (1st) day of the following month. An employee may re-elect the opt-out option annually during open enrollment or may enroll in a City plan.
- 36.2.1.7 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 under the same two (2) party or family plan while both spouses are employed by the City may elect the opt-out option for the dependent employee.
- 36.2.1.8 ANAHEIM shall increase its contribution to the premiums for the various health plans each January. This contribution shall be based on the Consumer Price Index, All Items Index – Urban Wage Earners and Clerical Employees (CPI-W), for the areas identified as Los Angeles – Riverside – Orange County. The increase in ANAHEIM's contribution shall be equal to the percent change for the year ending May of the prior calendar year plus seventy-five percent (75%) of any amount above the CPI-W. (For example, the City's increase in contribution for calendar year 2021 shall equal the percent change in the CPI-W for the year ending May 2020, plus seventy-five percent (75%) of the amount of the health premium increase that exceeds the percent change in the CPI-W for the year ending May 2020).

36.3 Dental Insurance

- 36.3.1 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 employees.

36.3.2 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.

36.3.3 Employees become eligible for dental coverage on the first (1st) day of the month following one (1) complete calendar month after hire date.

36.4 Life Insurance

36.4.1 Basic Life Group Term Life Insurance for Basic, Dependent, and Supplemental Life Insurance Coverage:

36.4.1.1 The City shall make available group term life insurance for basic life, dependent life, and supplemental life insurance coverage for full-time employees.

36.4.1.2 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.

36.4.2 Voluntary Accidental Death and Dismemberment Insurance:

36.4.2.1 The City shall make available voluntary accidental death and dismemberment insurance coverage for full-time employees.

36.4.2.2 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.

36.4.3 Paid-Up Life Insurance

36.4.3.1 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).

36.4.4 Permanent and Total Disability Life Insurance

36.4.4.1 Full-time employees who are permanently and totally disabled shall receive a waiver of premium for life insurance coverage elected prior to the disability.

36.4.4.2 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.

36.5 Pension and Deferred Compensation

36.5.1 California Public Employee's Retirement System (CalPERS): For the purpose of this ARTICLE, employees who are not considered "New Members" within the meaning of the Public Employees' Pension Reform Act (hereinafter, "PEPRA") are referred to as "Classic" members; and those employees who are considered "New Members" within the meaning of PEPRA are considered "PEPRA" members.

36.5.1.1 Full-time 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").

36.5.1.2 Part-time employees 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 or those otherwise required to be enrolled in CalPERS shall be enrolled in CalPERS in accordance with the contract between the City and CalPERS and subject to PERL.

36.5.1.3 Employees who are "Classic" CalPERS members shall contribute the total eight percent (8%) required member contribution rate for retirement benefits and shall be enrolled in the Public Employees' Retirement defined benefit plan of 2.7% at 55.

36.5.1.3.1 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. The employee contribution to the employer contribution rate shall be four percent (4%).

36.5.1.4 Employees who are PEPRA members shall contribute the required amount determined by CalPERS to be fifty percent (50%) of the normal cost of the plan and shall be enrolled in the Public Employees' Retirement defined benefit plan of 2% at 62.

36.5.2 Employees in classifications represented by AFSCME may voluntarily participate in deferred compensation programs offered by ANAHEIM.

36.6 Retirement Health Savings Plan

36.6.1 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.

36.6.2 Full-time employees shall be enrolled in the City's Retirement Health Savings plan.

36.6.2.1 Effective July 7, 2023, the City shall contribute an additional one percent (1%) for a total of three percent (3%) of the employee's base salary, to the applicable individual member account. Except, however, employees

who have separated from City employment before September 29, 2023 shall not be eligible for the increased one percent (1%) contribution.

36.6.2.2 The employee shall contribute one percent (1%) of their gross pay to the employee's individual member account.

36.6.3 There are no vesting requirements for contributions made to an employee's individual member account.

Article 37 - Post Retirement Medical Benefits

37.1 Benefit Requirements

37.1.1 Regular, full-time employees covered by this MOU who are enrolled as a subscriber in a City-sponsored health plan at the time of separation from City 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:

37.1.1.1 The employee must be credited with at least five (5) years of continuous, full-time City service on the date of retirement, and

37.1.1.2 The employee must have been awarded a service retirement from CalPERS as the reason for separation from City service, and

37.1.1.3 CalPERS retirement benefits must commence no later than the first (1st) day of the month following the date of separation from City service, or

37.1.1.4 The employee must have been awarded a disability retirement from CalPERS as the reason for separation from City service.

37.2 Contributions

37.2.1 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:

37.2.1.1 For service retirements, the contributions shall be a percentage of the annual contributions made by the City 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.

- 37.2.1.2 For Disability Retirements, the contribution shall be a percentage of the annual contributions made by the City 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 employees consecutive years of City service accrued through December 31, 2005. City service shall be calculated to the nearest complete one quarter (1/4) year.
- 37.2.1.3 In the event an employee is eligible for both a Service and a Disability Retirement benefit under this ARTICLE, the employee shall receive the Service Retirement benefit.
- 37.2.1.4 The City 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 ARTICLE shall prevent a retiree from properly enrolling new dependents at the retiree's cost.

37.3 Health Plans

- 37.3.1 The following conditions shall apply to all retirees who are participating in City sponsored health plans:
 - 37.3.1.1 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.
 - 37.3.1.2 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.
 - 37.3.1.3 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.
 - 37.3.1.4 Once cancelled for any reason, coverage shall not be reinstated.
 - 37.3.1.5 Coverage shall be cancelled for non-payment of fees after three (3) months in arrears.
 - 37.3.1.6 There shall be "Coordination of Benefits" where other insurance exists.

- 37.3.1.7 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.

Article 38 - Miscellaneous Benefits and Services Awards

- 38.1 Service awards shall be presented to full-time employees for the following years of service:
 - 38.1.1 Five (5)
 - 38.1.2 Ten (10)
 - 38.1.3 Fifteen (15)
 - 38.1.4 Twenty (20)
 - 38.1.5 Twenty-five (25)
 - 38.1.6 Thirty (30)
 - 38.1.7 Thirty-five (35)
 - 38.1.8 Forty (40)
- 38.2 Such service awards shall also be presented to any full-time employee upon retirement.
- 38.3 For purposes of this ARTICLE, the term "years of service," shall be defined as continuous, full-time service.

Article 39 - Payroll Deductions

- 39.1 Deductions of authorized amounts may be made from employees' pay for the following purposes:
 - 39.1.1 Tax withholding;
 - 39.1.2 Contributions to retirement benefits, including retiree health savings;
 - 39.1.3 Contribution to survivors' benefits;
 - 39.1.4 Payment of life insurance and accidental death and dismemberment insurance premium;
 - 39.1.5 Payment of non-industrial disability insurance premium;
 - 39.1.6 Payment of hospitalization and major medical insurance premium;
 - 39.1.7 Contributions to the City Employees Annual Charities Fund Drive;
 - 39.1.8 Payment of membership dues to the American Federation of State, County, and Municipal Employees, Local 2002;
 - 39.1.9 Voluntary deduction for UNION Political Action Committee;
 - 39.1.10 Payment of Personal Computer Purchase Program Loan;

- 39.1.11 Payment of Tuition Assistance;
 - 39.1.12 Payment of Deferred Compensation Loans; and
 - 39.1.13 Other purposes as may be authorized by the City Council.
- 39.2 All employees must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

Article 40 - Joint Committee On Medical Program

- 40.1 The parties to this Agreement, in recognition of the need to provide an adequate level of medical care coverage at a reasonable cost to ANAHEIM and its employees hereby agree to the formation of a committee to analyze current ANAHEIM sponsored medical programs, review alternative approaches to plan design and providing medical care programs, and investigate cost containment systems, all for the purpose of achieving adequate low-cost medical care for the employees of ANAHEIM.
- 40.2 Serving on the committee with the Human Resources Department staff and operating department management staff will be two (2) members from the **AFSCME Confidential Unit**.
- 40.3 This committee will meet as often as is necessary during the life of this Agreement and will report to the Human Resources Director on a periodic basis its findings and recommendations for changes to ANAHEIM's present medical programs. A report shall be prepared setting forth specific recommendations as to alternatives, plan design, and cost containment provisions. The report shall be forwarded to the City Manager for review.
- 40.4 Because of the complexity of the problem and the diverse interests of the respective organizations, the parties recognize that it is incumbent upon all members of the committee to work in a spirit of harmony and cooperation to achieve what should be beneficial to all concerned.

SECTION VI: MISCELLANEOUS PROVISIONS

Article 41 - Part-Time Employees

- 41.1 Categories:
- 41.1.1 Part-Time Non-CalPERS members – Employees hired to work an average of less than twenty (20) hours per week on an ongoing basis (maximum of one thousand (1,000) hours pursuant to the Public Employees' Retirement Law (PERL) for exclusion from California Public Employees' Retirement System (CalPERS) membership in a fiscal year) or working in a position excluded from CalPERS membership by law or contract exclusion.

41.1.2 Part-Time CalPERS members – Employees hired with prior CalPERS membership; who have met CalPERS membership eligibility (worked one thousand (1000) hours in a fiscal year) per Government Code Section 20305(a)(3)(B) of the Public Employee's Retirement Law (PERL); or otherwise are determined to be eligible per the PERL.

41.2 Premium Pay:

41.2.1 Part-Time employees who perform authorized work in excess of forty (40) hours during the employee's 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 the employee's regular hourly rate of pay for that work week.

41.2.1.1 All overtime must be authorized by the appropriate manager, or designee.

41.2.1.2 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.

41.2.1.3 Notwithstanding the above overtime provisions, there shall be no overtime pay for the time spent outside scheduled work hours, in attending meetings of any kind which are for the purposes of education or training, unless required by ANAHEIM to attend such training or meeting.

41.2.2 Temporary upgrading shall be paid in accordance with ARTICLE 18 – PREMIUM PAY.

41.2.3 Bilingual pay:

41.2.3.1 Employees required to speak Spanish or other languages (including sign language), as well as English as part of the regular duties of their position will be compensated at the rate of seventy cents (\$.70) per hour to be included in the regular hourly rate of pay.

41.2.3.2 Employees required to speak in Spanish or other languages, as well as English, as part of the regular duties of their position will be compensated at the rate of ninety cents (\$.90) per hour to be included in the regular hourly rate of pay if the employee can also read and/or write in Spanish or other languages, as well as English.

41.2.3.3 Any employee receiving compensation under this ARTICLE 41.2.3.2 shall not concurrently receive compensation under ARTICLE 41.2.3.1.

41.2.3.4 Employees who are assigned to test other employees for bilingual certification, as part of the regular duties of their position, will be

compensated at the rate of one dollar and twenty cents (\$1.20) per hour to be included in the regular hourly rate of pay.

41.3 Health and Welfare:

41.3.1 Deferred Compensation Plan for employees not covered by CalPERS

41.3.1.1 Part-time employees not eligible to enroll in CalPERS are mandatorily enrolled in the City's deferred compensation plan in accordance with the Deferred Compensation Plan document.

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

41.3.2 An employee who is hired to work an average of thirty (30) hours per week on an ongoing basis shall be classified as "Thirty (30) Hour Employees." Thirty (30) Hour Employees shall be provided medical insurance on the first day of the month following one (1) complete calendar month after becoming eligible, for as long as they maintain eligibility under the Affordable Care Act ("ACA") requirements so long as they remain employed and available to work thirty (30) hours per week. Thirty (30) Hour Employees may enroll in a Part-time plan or choose to enroll in any of the medical plans offered to full-time employees. The City's maximum contribution towards Thirty (30) Hour Employees' purchase of a medical plan shall be as set forth in ARTICLE 41.3.4.

41.3.3 The parties agree that the City's compliance with affordability requirements shall be measured by the City's offering of a plan designated as the HMO 1 medical insurance plan. The HMO 1 Plan is designated for Part-time employees in this unit who are eligible for medical insurance under the ACA.

41.3.4 ANAHEIM's maximum contribution towards an employee's purchase of medical insurance HMO Plans (employee only) shall be the flat dollar amount equivalent to seventy-five percent (75%) of the single-party premium of the plan designated by the City as HMO 2 Plan, but in no event less than the amount required to meet the affordability standard for coverage required under the ACA for the plan designated as the HMO 1 Plan.

41.3.4.1 Nothing in ARTICLES 41.3.2 to 41.3.4 shall require the City to make higher contributions to premiums for non-HMO 1 Plan medical plans selected by Part-time employees.

41.3.5 At the sole discretion of the City, the PARTIES agree to reopen this ARTICLE 41.3 ("Health and Welfare") as a result of any changes to the Patient Protection and Affordable Care Act.

41.4 Vacation Benefit:

41.4.1 Employees working in part-time classifications listed in Appendix B who work eleven hundred (1,100) or more hours in any calendar year shall be paid three (3%) of the employee's gross earnings, excluding vacation payout from the preceding calendar year, as vacation benefits upon separation or during the third (3rd) pay period of the next calendar year. The calendar year shall be defined as the period for which wages earned are reported for tax purposes.

41.5 Employee Availability and Leaves:

41.5.1 Employees hired to work an average of twenty (20) hours per week on an ongoing basis shall be required to maintain an availability of twenty (20) hours per week. Employees hired to work an average of thirty (30) hours per week on an ongoing basis shall be required to maintain an availability of thirty (30) hours per week. An employee who does not maintain their required availability, does not report to work as scheduled, or who is otherwise absent without leave shall be subject to discipline up to and including dismissal from their position with ANAHEIM.

41.5.2 Part-time employees shall be provided unpaid leave of up to five (5) work days in the event of a death in their immediate family. Such leave must be taken within three (3) months of the death of an immediate family member as defined in ARTICLE 31.1.1. An employee with available sick leave may use such accrued leave to cover all or a portion of the bereavement leave. A Part-time employee may extend the time period for using the bereavement leave as provided in this ARTICLE to six (6) months following the death of an immediate family member by notifying the employee's supervisor within the first three (3) months following the family member's death.

41.5.3 Part-time employees in classifications listed in Appendix B of this MOU who have been continuously employed for a period of at least one (1) full year may be eligible for an unpaid leave of absence of up to sixty (60) calendar days. Such leaves shall be scheduled and taken in accordance with the best interests of ANAHEIM, and shall require the prior written approval of the Department Head, or designee.

41.5.4 Leaves taken under the provisions of the federal Family Medical Leave Act and/or the California Family Leave Act shall be concurrent with any leave entitlement an employee may have under the provisions of this ARTICLE.

41.5.5 Thirty (30) Hour Part-time Employees shall be granted up to thirty (30) hours of jury duty paid leave whenever duly summoned to any court for the purpose of performing jury duty, provided the employee submits documentation from the court for such duty performed. Any additional leave required for jury duty shall be unpaid.

41.5.6 ANAHEIM shall provide part-time employees in classifications listed in Appendix B of this MOU with sick leave benefits in accordance with applicable law, including but not limited to California's Healthy Workplaces, Healthy Families Act of 2014 (Labor Code section 245, *et seq.*).

41.5.6.1 Part-time employees shall earn one (1) hour of paid sick leave for every thirty (30) hours worked, up to a total of twenty-four (24) hours in a calendar year subject to the following provisions:

41.5.6.1.1 Part-time employees shall be allowed to use paid sick leave on or after the ninetieth (90th) calendar day of employment. Paid sick leave can only be used on days when the employee is scheduled to work. Paid sick leave cannot be used in the same pay period it is earned. Any use of paid sick leave must be for a minimum of two (2) hours.

41.5.6.1.2 Sick leave hours will be accrued in full hour increments after completion of a full thirty (30) hours of work. For example, if a part-time employee works 45 hours in a pay period, the employee will accrue one (1) hour of paid sick leave for the first thirty (30) hours worked. The remaining fifteen (15) hours will be counted the following pay period.

41.5.6.1.3 Part-time employees may carry over unused accrued sick leave hours from one year to the next, up to a cap of forty-eight (48) hours.

41.5.6.1.4 Part-time employees shall be allowed to use up to a maximum of forty-eight (48) hours of accrued sick leave in a calendar year. It is the responsibility of such employees to adhere to all City and Department policies and regulations regarding attendance and sick leave.

41.5.6.1.5 Accrued paid sick leave hours will not be paid out upon separation for any reason.

41.6 Part-Time Employees Service Credit:

41.6.1 Part-time employees covered by this MOU who promote to a full-time classification covered by this MOU shall be credited with service time for their hours worked as an AFSCME Part-time employee for purposes of determining the following specific benefits and seniority. One year of service credit will be calculated as 2,080 hours worked. For example, an employee who has been employed by the City in an AFSCME Part-time classification for eight (8) years and who worked 1,560 hours each year for a total of 12,480 hours, upon promotion to a full-time AFSCME classification, shall be credited with six (6) years of service credit for purposes of benefits and seniority listed in the following sub-articles only:

41.6.1.1 Promotional eligibility lists under ARTICLE 19.3.2.1

- 41.6.1.2 Layoffs, Reassignments, and Reemployment under ARTICLE 22
- 41.6.1.3 Eligibility to take Vacation under ARTICLE 28.2
- 41.6.1.4 Vacation accrual under ARTICLE 28.6
- 41.6.1.5 Service awards and recognition under ARTICLE 38
- 41.6.1.6 Seniority associated with reinstatement following a successful grievance procedure under ARTICLE 42.9

41.6.2 "Job classification represented by AFSCME" shall be defined as the represented classifications at the time of the Part-time employee's promotion to a full-time classification. The inaugural MOU between AFSCME and ANAHEIM, adopted by City Council on December 21, 2021, shall define job classifications represented by AFSCME for promotions that occurred prior to AFSCME representation of Management and Confidential employees.

41.6.3 Part-time employees in job classifications represented by AFSCME that promoted to a full-time position in job classifications represented by AFSCME on or before the first day of the pay period after City Council adoption of this MOU shall receive service credit in accordance with ARTICLE 41.6 if the employee submits a written request to the Employee Relations Division of the Human Resources Department for such service credit no later than December 31, 2023. The parties agree that any requests received after December 31, 2023 shall not be considered and any rights under this Section shall be waived except when an employee is unavailable to submit the written request due to reasons caused by being on state or federal protected leave. Under this specific exception, the written request must be made within thirty (30) calendar days of the date of the employee's return to work.

Article 42 - Grievance Procedure

- 42.1 The dispute resolution procedures set forth in this ARTICLE are intended for use by ANAHEIM and AFSCME as the parties to this MOU. No grievance may be brought under this ARTICLE unless specifically authorized in writing by AFSCME. Nothing herein is intended to restrict or limit an employee from exercising any right under the law, independent of this MOU.
- 42.2 Any alleged violation of the terms and conditions of this MOU, violation of the Administrative Regulations, or any alleged violation of commonly accepted safety practices and procedures brought forward by AFSCME shall be considered to be a matter subject to review through the grievance procedure and settled in accordance with the provisions of this ARTICLE. ANAHEIM and AFSCME may agree that any alleged violation of the MOU that requires interpretation of the MOU language or a past practice shall first be submitted to non-binding mediation, prior to any submission to arbitration. This language is not intended to impede or delay the arbitration process.

42.2.1 ARTICLE 21.5 – SALARY REDUCTION, SUSPENSION, DEMOTION, AND DISMISSAL provides for an accelerated procedure under the provisions of this ARTICLE when an employee is dismissed.

42.2.2 Disputes related to benefits and procedures provided for under the Workers' Compensation Laws of California or which fall within the jurisdiction of the Workers' Compensation Appeals Board are not subject to the grievance procedure.

42.2.3 Employees' rights to representation in grievance matters under the provisions of ARTICLE 12.6 – UNION ADMINISTRATION, shall be limited in the following manner:

42.2.3.1 No supervisor shall be represented in grievance matters by an employee whom the supervisor may supervise.

42.2.3.2 No employee shall be represented in grievance matters by a supervisor for whom the employee is a subordinate.

42.2.4 Performance evaluations of an overall rating of "Valued Contributor" shall not be subject to the grievance process nor through the administrative review procedure set forth in ARTICLE 42.2.5.1.

42.2.5 In those instances where discipline is imposed other than suspension, demotion, or dismissal, AFSCME may submit a written request for a review of the disciplinary action through an administrative review procedure.

42.2.5.1 Administrative Review Procedure:

The written request must be submitted to the Human Resources Department within fourteen (14) calendar days, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, 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, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, 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, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, after the administrative review. The Department Head's determination shall be final and binding.

42.3 Any violation of this MOU as alleged by ANAHEIM or AFSCME shall be resolved between authorized representatives of ANAHEIM and AFSCME. In the event that the parties cannot

resolve the dispute, the dispute shall, upon the request of either ANAHEIM or AFSCME, be referred to an impartial arbitrator for a final and binding decision.

42.4 All expenses of any arbitration shall be borne equally by ANAHEIM and AFSCME. Each party, however, will be responsible for its own cost of representation and related costs of representation.

42.5 Employee grievances submitted by AFSCME to ANAHEIM shall be handled in the following manner:

42.5.1 Step I. Step I grievances shall be submitted in writing to the Human Resources Director within fourteen (14) calendar days, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, after the occurrence of the incident involved in the grievance, or within fourteen (14) calendar days, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, of the date the employee should have known of its occurrence through the exercise of reasonable care and diligence. An attempt shall be made to adjust all grievances on an informal basis between the employee, their AFSCME representative, and the Department Head, within fourteen (14) calendar days, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, after the occurrence of the incident involved in the grievance. The Department Head shall deliver a written response within fourteen (14) calendar days, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, after conducting the Step I meeting.

42.5.1.1 Grievances resulting from the actions of a department other than an employee's work unit shall be heard by the Department Head in which the grievance is alleged to have occurred.

42.5.1.2 If the Department Head is the employee's next supervisor in the employee's chain of command, the grievance shall initiate at Step II.

42.5.2 Step II. If the grievance is not adjusted to the satisfaction of AFSCME in Step I, it shall be submitted in writing to the Human Resources Director within fourteen (14) calendar days, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, after the Step I answer is received by AFSCME. A representative from the City Manager's Office shall meet with the employee and the employee's AFSCME representative within fourteen (14) calendar days, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, after submission of the grievance. The representative from the City Manager's Office shall review the grievance and may affirm, reverse, or modify the Step I decision, as the representative deems appropriate. The Step II written response shall be delivered to AFSCME within fourteen (14) calendar days, excluding recognized holidays as defined in ARTICLE 27 – HOLIDAYS, after said meeting.

42.5.3 Step III. If AFSCME is not satisfied with the response provided at Step II, the grievance shall be submitted to an impartial arbitrator for a final and binding decision, provided AFSCME submits its written request for arbitration to the City.

Such submission must occur within thirty (30) calendar days after the Step II response is received.

42.5.3.1 ANAHEIM and AFSCME may agree to submit a grievance to non-binding mediation, prior to submission to arbitration. This language is not intended to impede or delay the arbitration process.

42.6 In order to proceed to arbitration, either ANAHEIM or AFSCME shall serve written notice to the other party specifying the grievance to be submitted.

42.6.1 Such written notice must be submitted no later than thirty (30) calendar days after the Step II answer is received by the other party.

42.6.2 ANAHEIM and AFSCME shall thereafter attempt to resolve the issue and select an impartial arbitrator. If an arbitrator cannot be agreed upon, ANAHEIM and AFSCME shall request a panel from the California State Mediation and Conciliation Service or any other mutually agreed upon provider. If ANAHEIM and/or AFSCME fail(s) to submit jointly, or separately, the issue to the agreed upon arbitrator, the California State Mediation and Conciliation Service, or any other mutually agreed upon provider within thirty (30) calendar days after the written notice to proceed to arbitration is received, then either ANAHEIM or AFSCME may take action to compel arbitration. Failure to take action to compel arbitration within sixty (60) calendar days after written notice to the other party specifying the grievance to be submitted will conclusively be deemed abandonment of the right to compel arbitration.

42.7 The arbitrator's decision shall be final and binding on both ANAHEIM and AFSCME, it being agreed that the arbitrator shall have no powers to add to or subtract from, nor to modify any of the terms of any MOU between ANAHEIM and AFSCME and that the arbitrator's award shall be consistent with and controlled by this MOU, Ordinances and Charter of the City of Anaheim, and the laws and Constitution of the State of California.

42.7.1 The parties will request the arbitrator to render a decision in writing as quickly as possible, but in no event later than thirty (30) calendar days after the conclusion of the hearing, unless the parties agree otherwise.

42.7.2 Any grievance not presented and/or carried forward by AFSCME within the time limits specified in this ARTICLE shall be deemed null and void, provided, however, AFSCME and ANAHEIM may agree to continue said time limits.

42.7.2.1 If the City does not provide a written response to Step I or Step II of the grievance process within the prescribed deadline, the grievance shall be deemed denied and will proceed to the next Step.

42.8 Any adoption, deletion, or revision of ANAHEIM policy as may be suggested or recommended by any employee or employee organization shall not be considered to be a matter subject to review through the grievance procedure.

42.9 An employee who has been suspended, demoted, or dismissed may be reinstated to their position as a result of a successful appeal through the grievance procedure. In the event of such reinstatement, the employee shall be returned to the employee's former status of employment, including reinstatement of seniority and accrued fringe benefits. In such cases, the City Manager may order the payment of back pay to an employee reinstated by an impartial arbitrator in any amount up to payment for the full period of time involved. In implementing a Step III award, the City Manager shall order the payment of back pay to a reinstated employee in the amount provided in the Step III award. It shall be conclusively presumed that there is no award of back pay to a reinstated employee unless specifically set forth in the Step III award. Any earnings of the reinstated employee from other employment during the period of suspension or separation shall be deducted from the amount of back pay awarded.

Article 43 - No Strike

43.1 The UNION agrees that under the terms of this MOU, the UNION and/or its members shall not conduct any strikes, slowdowns, or other work stoppages against ANAHEIM, or to withdraw from assignments to standby duty during any grievance or dispute which may arise out of the application or interpretation of the terms or conditions of this MOU or any matter subject to review through the grievance procedure.

Article 44 - Outside Employment

44.1 An employee may engage in employment other than the employee's position with ANAHEIM, if the employee's Department Head determines that such outside employment does not interfere with the performance of assigned duties and does not constitute a conflict of interest, as provided in Administrative Regulation 233.

Article 45 - Personnel Files

45.1 Access

45.1.1 An employee, alone or accompanied by a union representative, shall have the right to review the employee's personnel (HR and Departmental) file or authorize the employee's union representative in writing to conduct such a review.

45.1.2 An employee or the employee's representative must provide reasonable notice and shall schedule an appointment with the Department or the Human Resources Department to inspect and/or to obtain a copy of the records.

45.1.3. Upon request, ANAHEIM shall provide one copy of the record without charge to an employee or the employee's representative within a reasonable timeframe, if

properly authorized by the employee. An employee's written authorization must specify the records to be released and to whom they are to be released. ANAHEIM may verify any written authorization inspections.

45.2 Placement of Material in Personnel (H.R. and Departmental) Files

45.2.1 No disciplinary material shall be inserted in an employee's personnel file (HR) without the employee's prior notice.

45.2.2 If an employee's review of their official personnel record reveals any documents that the employee feels are detrimental to their record, the employee shall have the right to place into their official record written comments or explanations concerning these documents.

45.2.3 Any employee may request that material pertinent to their employment be placed into their official personnel record.

Article 46 - Professional Licenses

46.1 ANAHEIM shall pay for all professional licenses required for employment, including renewal costs or fees. Subject to Departmental approval, ANAHEIM agrees to pay for professional and occupational licenses, certifications, and education courses that are related to an employee's position but not required by the minimum training and requirements for the position.

Article 47 - Required Equipment and Apparel

47.1 Personal Protective Equipment

47.1.1 ANAHEIM agrees to provide Personal Protective Equipment (PPE) to all employees required to wear and/or utilize PPE, subject to approval of the Departmental Safety Program Manager and/or the City Safety Manager.

47.1.2 ANAHEIM will replace or reimburse PPE as reasonably required.

47.2 Protective Footwear

47.2.1 Subject to the approval of the applicable department Safety Program Manager and/or the City Safety Manager, the City shall provide a reimbursement of up to \$200 to all employees who are required to wear protective footwear that meet or exceed standards established by Cal/OSHA.

47.2.2 The City shall reimburse employees for replacement protective footwear as reasonably required.

47.2.3 ANAHEIM and AFSCME agree to establish a working group to discuss considering a protective footwear allowance for specified classifications.

47.3 Uniforms

47.3.1 ANAHEIM agrees to provide uniforms to all employees required to wear specific uniforms.

47.3.2 ANAHEIM will provide a reasonable number of replacement uniforms as needed.

Article 48 - Duration

48.1 The terms of this MOU are to remain in full force and effect until and including June 30, 2027. Upon adoption of a Resolution approving the terms and conditions of this MOU by the City Council of the City of Anaheim, this MOU shall be in full force and effect.

STAFF OFFICIALS OF THE CITY OF ANAHEIM,
A Municipal Corporation

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
LOCAL 2002, CONFIDENTIAL UNIT

By: 

By: 

By: 

By: 

By: 

By: 

By: _____

By: 

By: _____

By: 

9-19-2023
Date

By: 

By: 

By: 

By: _____

By: 

9/19/23
Date

Appendix "A" – Special Provisions

- A.1 ANAHEIM shall provide a base salary increase of five percent (5%) retroactive to July 7, 2023. Only those employees serving in classifications represented by AFSCME who are active City employees on or after September 29, 2023 shall be eligible to receive any compensation associated with this wage increase.
- A.2 Effective June 21, 2024, ANAHEIM shall provide a base salary increase of five percent (5%).
- A.3 Effective June 20, 2025, ANAHEIM shall provide a base salary increase of five percent (5%).
- A.4 ANAHEIM agrees that within sixty (60) calendar days of the City Council's adoption of this MOU, it shall meet and confer with AFSCME to address salary compaction issues that may result from the 2023-2026 memoranda of understandings between ANAHEIM and IBEW General and IBEW Management units. ANAHEIM will not agree to a specific formula at this time as it is awaiting the results of the classification and compensation study.
- A.5 ANAHEIM and AFSCME agree to establish a working group to discuss the following:
 - 1. Revisions to the MOU for the purpose of clarifying the meaning of which classifications are included in the "Administrative Manager" or "Administrative Management" group as used in this MOU.

The working group shall meet at such times and places as determined necessary by the parties. Upon reaching mutual agreement, ANAHEIM and AFSCME agree to re-open the applicable MOU for the sole purpose of implementing the agreed-upon terms.

- A.6 ANAHEIM and AFSCME agree that during the term of the MOU, ANAHEIM will retain a consultant to conduct a classification and compensation study ("Study") of the classifications represented by AFSCME. The Parties share a joint interest that the Study result in accurate information and analysis. Therefore, the Parties hereby agree to the following regarding the Study process: (i) AFSCME and ANAHEIM will meet to discuss comparable agencies; (ii) AFSCME and ANAHEIM will meet to discuss comparable classifications for those classifications that are being studied. If the Parties are unable to agree on comparable agencies and/or comparable classifications, ANAHEIM will make the final determination. In addition, ANAHEIM will provide a final draft of the Study before it is finalized. ANAHEIM agrees that AFSCME will have an opportunity to provide feedback before the Study is finalized. Finally, the Parties agree to re-open the MOU on the topic of wages only upon written request by either party and no later than ninety (90) calendar days after the issuance of the final Study. The Parties contemplate that this re-opener will also cover general wage increases, if any, that may be agreed to for the last year of this MOU.

ANAHEIM and AFSCME also agree to meet and confer regarding any changes to job

descriptions (including any changes to minimum qualifications, knowledge, skills, and abilities and working conditions, essential functions, and FLSA designation).

A.7 The following terms referenced in this MOU are defined as follows:

Regular Hourly Rate of Pay – the rate of pay utilized for purposes of the calculation of overtime under the Fair Labor Standards Act (“FLSA”).

Base Rate of Pay – the rate of pay associated with an employee’s placement on the salary schedule for their classification.

Designee – shall be defined as an employee from a classification in the AFSCME General Management Unit, or a non-AFSCME management unit classification.

Appendix "B" – Represented Classifications and Rates of Pay

**AFSCME CONFIDENTIAL - APPENDIX "B" WAGES
JULY 7, 2023 – SEPTEMBER 28, 2023
INCORPORATING 5.0% INCREASE**

FULL-TIME CLASSIFICATION ANNUAL SALARY RANGES

Code	Classification	Grade	Step	Hourly Rates		Monthly Rates		Annual Rates	
034	Accounting Specialist - Confidential	F1000	4 - 9	\$23.97	- \$30.59	\$4,154.80	- \$5,302.27	\$49,857.60	- \$63,627.20
01U	Administrative Assistant	F1250	4 - 9	\$32.78	- \$41.84	\$5,681.87	- \$7,252.27	\$68,182.40	- \$87,027.20
O17	Administrative Assistant - Non Exempt	F1250	4 - 9	\$32.78	- \$41.84	\$5,681.87	- \$7,252.27	\$68,182.40	- \$87,027.20
H64	Audit Technician	F1020	4 - 9	\$29.96	- \$38.24	\$5,193.07	- \$6,628.27	\$62,316.80	- \$79,539.20
K65	Claims Assistant	F1015	4 - 9	\$29.13	- \$37.18	\$5,049.20	- \$6,444.53	\$60,590.40	- \$77,334.40
01Q	Clerk - Confidential	F1105	4 - 9	\$18.50	- \$23.61	\$3,206.67	- \$4,092.40	\$38,480.00	- \$49,108.80
K62	Customer Services Spec I - Confidential	F1110	4 - 9	\$19.59	- \$25.00	\$3,395.60	- \$4,333.33	\$40,747.20	- \$52,000.00
K56	Customer Services Spec II - Confidential	F1100	4 - 9	\$21.77	- \$27.78	\$3,773.47	- \$4,815.20	\$45,281.60	- \$57,782.40
H71	Executive Assistant	F1270	5 - 9	\$38.55	- \$46.86	\$6,682.00	- \$8,122.40	\$80,184.00	- \$97,468.80
587	Executive Secretary	F1230	4 - 9	\$30.16	- \$38.49	\$5,227.73	- \$6,671.60	\$62,732.80	- \$80,059.20
G29	HRIS Technician	F1030	5 - 9	\$32.72	- \$39.77	\$5,671.47	- \$6,893.47	\$68,057.60	- \$82,721.60
180	Human Resources Technician	F1020	4 - 9	\$29.96	- \$38.24	\$5,193.07	- \$6,628.27	\$62,316.80	- \$79,539.20
360	Intermediate Clerk - Confidential	F1115	4 - 9	\$20.68	- \$26.39	\$3,584.53	- \$4,574.27	\$43,014.40	- \$54,891.20
313	Legal Secretary	F1230	4 - 9	\$30.16	- \$38.49	\$5,227.73	- \$6,671.60	\$62,732.80	- \$80,059.20
H72	Litigation Specialist	F1240	4 - 9	\$32.12	- \$41.00	\$5,567.47	- \$7,106.67	\$66,809.60	- \$85,280.00
K57	Office Specialist I - Confidential	F1110	4 - 9	\$19.59	- \$25.00	\$3,395.60	- \$4,333.33	\$40,747.20	- \$52,000.00
01P	Office Specialist II - Confidential	F1100	4 - 9	\$21.77	- \$27.78	\$3,773.47	- \$4,815.20	\$45,281.60	- \$57,782.40
01N	Office Supervisor - Confidential	F1150	5 - 9	\$29.71	- \$36.11	\$5,149.73	- \$6,259.07	\$61,796.80	- \$75,108.80
01M	Personnel Records Specialist	F1010	4 - 9	\$26.96	- \$34.41	\$4,673.07	- \$5,964.40	\$56,076.80	- \$71,572.80
K53	Personnel Records Technician	F1020	4 - 9	\$29.96	- \$38.24	\$5,193.07	- \$6,628.27	\$62,316.80	- \$79,539.20
01S	Principal Office Specialist - Confidential	F1145	4 - 9	\$26.66	- \$34.03	\$4,621.07	- \$5,898.53	\$55,452.80	- \$70,782.40
K51	Purchasing Assistant	F1145	4 - 9	\$26.66	- \$34.03	\$4,621.07	- \$5,898.53	\$55,452.80	- \$70,782.40
521	Secretary	F1200	4 - 9	\$26.22	- \$33.47	\$4,544.80	- \$5,801.47	\$54,537.60	- \$69,617.60
536	Senior Clerk - Confidential	F1130	4 - 9	\$23.94	- \$30.56	\$4,149.60	- \$5,297.07	\$49,795.20	- \$63,564.80
01J	Senior Office Specialist - Confidential	F1140	4 - 9	\$25.57	- \$32.64	\$4,432.13	- \$5,657.60	\$53,185.60	- \$67,891.20
H73	Senior Secretary	F1220	4 - 9	\$27.53	- \$35.14	\$4,771.87	- \$6,090.93	\$57,262.40	- \$73,091.20

**AFSCME CONFIDENTIAL - APPENDIX "B" WAGES
 JULY 7, 2023 – SEPTEMBER 28, 2023
 INCORPORATING 5.0% INCREASE**

PART-TIME CLASSIFICATION ANNUAL SALARY RANGES

<u>Code</u>	<u>Classification</u>	<u>Grade</u>	<u>Step</u>	<u>Hourly Rates</u>
J73	PT Administrative Assistant	F1250	4 - 9	\$32.78 - \$41.84
S86	PT Audit Technician	F1020	4 - 9	\$29.96 - \$38.24
S28	PT Claims Assistant	F1015	4 - 9	\$29.13 - \$37.18
R80	PT Clerk - Confidential	F1105	4 - 9	\$18.50 - \$23.61
J89	PT Executive Assistant	F1270	5 - 9	\$38.55 - \$46.86
925	PT Executive Secretary	F1230	4 - 9	\$30.16 - \$38.49
B53	PT Human Resources Technician	F1020	4 - 9	\$29.96 - \$38.24
864	PT Legal Secretary	F1230	4 - 9	\$30.16 - \$38.49
R61	PT Litigation Specialist	F1240	4 - 9	\$32.12 - \$41.00
R34	PT Personnel Records Technician	F1020	4 - 9	\$29.96 - \$38.24
R60	PT Purchasing Assistant	F1145	4 - 9	\$26.66 - \$34.03
924	PT Secretary	F1200	4 - 9	\$26.22 - \$33.47
J70	PT Senior Secretary	F1220	4 - 9	\$27.53 - \$35.14

**AFSCME CONFIDENTIAL - APPENDIX "B" WAGES
 SEPTEMBER 29, 2023 – JUNE 20, 2024
 ADDING STEP 10**

FULL-TIME CLASSIFICATION ANNUAL SALARY RANGES

<u>Code</u>	<u>Classification</u>	<u>Grade</u>	<u>Step</u>	<u>Hourly Rates</u>		<u>Monthly Rates</u>		<u>Annual Rates</u>	
034	Accounting Specialist - Confidential	F1000	4 - 10	\$23.97	- \$32.12	\$4,154.80	- \$5,567.47	\$49,857.60	- \$66,809.60
01U	Administrative Assistant	F1250	4 - 10	\$32.78	- \$43.93	\$5,681.87	- \$7,614.53	\$68,182.40	- \$91,374.40
O17	Administrative Assistant - Non Exempt	F1250	4 - 10	\$32.78	- \$43.93	\$5,681.87	- \$7,614.53	\$68,182.40	- \$91,374.40
H64	Audit Technician	F1020	4 - 10	\$29.96	- \$40.15	\$5,193.07	- \$6,959.33	\$62,316.80	- \$83,512.00
K65	Claims Assistant	F1015	4 - 10	\$29.13	- \$39.04	\$5,049.20	- \$6,766.93	\$60,590.40	- \$81,203.20
01Q	Clerk - Confidential	F1105	4 - 10	\$18.50	- \$24.79	\$3,206.67	- \$4,296.93	\$38,480.00	- \$51,563.20
K62	Customer Services Spec I - Confidential	F1110	4 - 10	\$19.59	- \$26.25	\$3,395.60	- \$4,550.00	\$40,747.20	- \$54,600.00
K56	Customer Services Spec II - Confidential	F1100	4 - 10	\$21.77	- \$29.17	\$3,773.47	- \$5,056.13	\$45,281.60	- \$60,673.60
H71	Executive Assistant	F1270	5 - 10	\$38.55	- \$49.20	\$6,682.00	- \$8,528.00	\$80,184.00	- \$102,336.00
587	Executive Secretary	F1230	4 - 10	\$30.16	- \$40.41	\$5,227.73	- \$7,004.40	\$62,732.80	- \$84,052.80
G29	HRIS Technician	F1030	5 - 10	\$32.72	- \$41.76	\$5,671.47	- \$7,238.40	\$68,057.60	- \$86,860.80
180	Human Resources Technician	F1020	4 - 10	\$29.96	- \$40.15	\$5,193.07	- \$6,959.33	\$62,316.80	- \$83,512.00
360	Intermediate Clerk - Confidential	F1115	4 - 10	\$20.68	- \$27.71	\$3,584.53	- \$4,803.07	\$43,014.40	- \$57,636.80
313	Legal Secretary	F1230	4 - 10	\$30.16	- \$40.41	\$5,227.73	- \$7,004.40	\$62,732.80	- \$84,052.80
H72	Litigation Specialist	F1240	4 - 10	\$32.12	- \$43.05	\$5,567.47	- \$7,462.00	\$66,809.60	- \$89,544.00
K57	Office Specialist I - Confidential	F1110	4 - 10	\$19.59	- \$26.25	\$3,395.60	- \$4,550.00	\$40,747.20	- \$54,600.00
01P	Office Specialist II - Confidential	F1100	4 - 10	\$21.77	- \$29.17	\$3,773.47	- \$5,056.13	\$45,281.60	- \$60,673.60
01N	Office Supervisor - Confidential	F1150	5 - 10	\$29.71	- \$37.92	\$5,149.73	- \$6,572.80	\$61,796.80	- \$78,873.60
01M	Personnel Records Specialist	F1010	4 - 10	\$26.96	- \$36.14	\$4,673.07	- \$6,264.27	\$56,076.80	- \$75,171.20
K53	Personnel Records Technician	F1020	4 - 10	\$29.96	- \$40.15	\$5,193.07	- \$6,959.33	\$62,316.80	- \$83,512.00
01S	Principal Office Specialist - Confidential	F1145	4 - 10	\$26.66	- \$35.73	\$4,621.07	- \$6,193.20	\$55,452.80	- \$74,318.40
K51	Purchasing Assistant	F1145	4 - 10	\$26.66	- \$35.73	\$4,621.07	- \$6,193.20	\$55,452.80	- \$74,318.40
521	Secretary	F1200	4 - 10	\$26.22	- \$35.14	\$4,544.80	- \$6,090.93	\$54,537.60	- \$73,091.20
536	Senior Clerk - Confidential	F1130	4 - 10	\$23.94	- \$32.09	\$4,149.60	- \$5,562.27	\$49,795.20	- \$66,747.20
01J	Senior Office Specialist - Confidential	F1140	4 - 10	\$25.57	- \$34.27	\$4,432.13	- \$5,940.13	\$53,185.60	- \$71,281.60
H73	Senior Secretary	F1220	4 - 10	\$27.53	- \$36.90	\$4,771.87	- \$6,396.00	\$57,262.40	- \$76,752.00

**AFSCME CONFIDENTIAL - APPENDIX "B" WAGES
 SEPTEMBER 29, 2023 – JUNE 20, 2024
 ADDING STEP 10**

PART-TIME CLASSIFICATION ANNUAL SALARY RANGES

<u>Code</u>	<u>Classification</u>	<u>Grade</u>	<u>Step</u>	<u>Hourly Rates</u>
J73	PT Administrative Assistant	F1250	4 - 10	\$32.78 - \$43.93
S86	PT Audit Technician	F1020	4 - 10	\$29.96 - \$40.15
S28	PT Claims Assistant	F1015	4 - 10	\$29.13 - \$39.04
R80	PT Clerk - Confidential	F1105	4 - 10	\$18.50 - \$24.79
J89	PT Executive Assistant	F1270	5 - 10	\$38.55 - \$49.20
925	PT Executive Secretary	F1230	4 - 10	\$30.16 - \$40.41
B53	PT Human Resources Technician	F1020	4 - 10	\$29.96 - \$40.15
864	PT Legal Secretary	F1230	4 - 10	\$30.16 - \$40.41
R61	PT Litigation Specialist	F1240	4 - 10	\$32.12 - \$43.05
R34	PT Personnel Records Technician	F1020	4 - 10	\$29.96 - \$40.15
R60	PT Purchasing Assistant	F1145	4 - 10	\$26.66 - \$35.73
924	PT Secretary	F1200	4 - 10	\$26.22 - \$35.14
J70	PT Senior Secretary	F1220	4 - 10	\$27.53 - \$36.90

AFSCME CONFIDENTIAL - APPENDIX "B" WAGES
_JUNE 21, 2024 - JUNE 19, 2025
INCORPORATING 5.0% INCREASE

FULL-TIME CLASSIFICATION ANNUAL SALARY RANGES

<u>Code</u>	<u>Classification</u>	<u>Grade</u>	<u>Step</u>	<u>Hourly Rates</u>		<u>Monthly Rates</u>		<u>Annual Rates</u>	
034	Accounting Specialist - Confidential	F1000	4 - 10	\$25.17	- \$33.73	\$4,362.80	- \$5,846.53	\$52,353.60	- \$70,158.40
01U	Administrative Assistant	F1250	4 - 10	\$34.42	- \$46.13	\$5,966.13	- \$7,995.87	\$71,593.60	- \$95,950.40
O17	Administrative Assistant - Non Exempt	F1250	4 - 10	\$34.42	- \$46.13	\$5,966.13	- \$7,995.87	\$71,593.60	- \$95,950.40
H64	Audit Technician	F1020	4 - 10	\$31.46	- \$42.16	\$5,453.07	- \$7,307.73	\$65,436.80	- \$87,692.80
K65	Claims Assistant	F1015	4 - 10	\$30.59	- \$40.99	\$5,302.27	- \$7,104.93	\$63,627.20	- \$85,259.20
01Q	Clerk - Confidential	F1105	4 - 10	\$19.43	- \$26.04	\$3,367.87	- \$4,513.60	\$40,414.40	- \$54,163.20
K62	Customer Services Spec I - Confidential	F1110	4 - 10	\$20.57	- \$27.57	\$3,565.47	- \$4,778.80	\$42,785.60	- \$57,345.60
K56	Customer Services Spec II - Confidential	F1100	4 - 10	\$22.86	- \$30.63	\$3,962.40	- \$5,309.20	\$47,548.80	- \$63,710.40
H71	Executive Assistant	F1270	5 - 10	\$40.48	- \$51.66	\$7,016.53	- \$8,954.40	\$84,198.40	- \$107,452.80
587	Executive Secretary	F1230	4 - 10	\$31.67	- \$42.44	\$5,489.47	- \$7,356.27	\$65,873.60	- \$88,275.20
G29	HRIS Technician	F1030	5 - 10	\$34.36	- \$43.85	\$5,955.73	- \$7,600.67	\$71,468.80	- \$91,208.00
180	Human Resources Technician	F1020	4 - 10	\$31.46	- \$42.16	\$5,453.07	- \$7,307.73	\$65,436.80	- \$87,692.80
360	Intermediate Clerk - Confidential	F1115	4 - 10	\$21.72	- \$29.10	\$3,764.80	- \$5,044.00	\$45,177.60	- \$60,528.00
313	Legal Secretary	F1230	4 - 10	\$31.67	- \$42.44	\$5,489.47	- \$7,356.27	\$65,873.60	- \$88,275.20
H72	Litigation Specialist	F1240	4 - 10	\$33.73	- \$45.20	\$5,846.53	- \$7,834.67	\$70,158.40	- \$94,016.00
K57	Office Specialist I - Confidential	F1110	4 - 10	\$20.57	- \$27.57	\$3,565.47	- \$4,778.80	\$42,785.60	- \$57,345.60
01P	Office Specialist II - Confidential	F1100	4 - 10	\$22.86	- \$30.63	\$3,962.40	- \$5,309.20	\$47,548.80	- \$63,710.40
01N	Office Supervisor - Confidential	F1150	5 - 10	\$31.20	- \$39.82	\$5,408.00	- \$6,902.13	\$64,896.00	- \$82,825.60
01M	Personnel Records Specialist	F1010	4 - 10	\$28.32	- \$37.95	\$4,908.80	- \$6,578.00	\$58,905.60	- \$78,936.00
K53	Personnel Records Technician	F1020	4 - 10	\$31.46	- \$42.16	\$5,453.07	- \$7,307.73	\$65,436.80	- \$87,692.80
01S	Principal Office Specialist - Confidential	F1145	4 - 10	\$28.00	- \$37.52	\$4,853.33	- \$6,503.47	\$58,240.00	- \$78,041.60
K51	Purchasing Assistant	F1145	4 - 10	\$28.00	- \$37.52	\$4,853.33	- \$6,503.47	\$58,240.00	- \$78,041.60
521	Secretary	F1200	4 - 10	\$27.54	- \$36.90	\$4,773.60	- \$6,396.00	\$57,283.20	- \$76,752.00
536	Senior Clerk - Confidential	F1130	4 - 10	\$25.14	- \$33.69	\$4,357.60	- \$5,839.60	\$52,291.20	- \$70,075.20
01J	Senior Office Specialist - Confidential	F1140	4 - 10	\$26.86	- \$35.99	\$4,655.73	- \$6,238.27	\$55,868.80	- \$74,859.20
H73	Senior Secretary	F1220	4 - 10	\$28.92	- \$38.75	\$5,012.80	- \$6,716.67	\$60,153.60	- \$80,600.00

**AFSCME CONFIDENTIAL - APPENDIX "B" WAGES
 JUNE 21, 2024 - JUNE 19, 2025
 INCORPORATING 5.0% INCREASE**

PART-TIME CLASSIFICATION ANNUAL SALARY RANGES

<u>Code</u>	<u>Classification</u>	<u>Grade</u>	<u>Step</u>	<u>Hourly Rates</u>
J73	PT Administrative Assistant	F1250	4 - 10	\$34.42 - \$46.13
S86	PT Audit Technician	F1020	4 - 10	\$31.46 - \$42.16
S28	PT Claims Assistant	F1015	4 - 10	\$30.59 - \$40.99
R80	PT Clerk - Confidential	F1105	4 - 10	\$19.43 - \$26.04
J89	PT Executive Assistant	F1270	5 - 10	\$40.48 - \$51.66
925	PT Executive Secretary	F1230	4 - 10	\$31.67 - \$42.44
B53	PT Human Resources Technician	F1020	4 - 10	\$31.46 - \$42.16
864	PT Legal Secretary	F1230	4 - 10	\$31.67 - \$42.44
R61	PT Litigation Specialist	F1240	4 - 10	\$33.73 - \$45.20
R34	PT Personnel Records Technician	F1020	4 - 10	\$31.46 - \$42.16
R60	PT Purchasing Assistant	F1145	4 - 10	\$28.00 - \$37.52
924	PT Secretary	F1200	4 - 10	\$27.54 - \$36.90
J70	PT Senior Secretary	F1220	4 - 10	\$28.92 - \$38.75

**AFSCME CONFIDENTIAL - APPENDIX "B" WAGES
JUNE 20, 2025
INCORPORATING 5.0% INCREASE**

FULL-TIME CLASSIFICATION ANNUAL SALARY RANGES

<u>Code</u>	<u>Classification</u>	<u>Grade</u>	<u>Step</u>	<u>Hourly Rates</u>		<u>Monthly Rates</u>		<u>Annual Rates</u>	
034	Accounting Specialist - Confidential	F1000	4 - 10	\$26.43	- \$35.42	\$4,581.20	- \$6,139.47	\$54,974.40	- \$73,673.60
01U	Administrative Assistant	F1250	4 - 10	\$36.15	- \$48.44	\$6,266.00	- \$8,396.27	\$75,192.00	- \$100,755.20
O17	Administrative Assistant - Non Exempt	F1250	4 - 10	\$36.15	- \$48.44	\$6,266.00	- \$8,396.27	\$75,192.00	- \$100,755.20
H64	Audit Technician	F1020	4 - 10	\$33.04	- \$44.28	\$5,726.93	- \$7,675.20	\$68,723.20	- \$92,102.40
K65	Claims Assistant	F1015	4 - 10	\$32.12	- \$43.05	\$5,567.47	- \$7,462.00	\$66,809.60	- \$89,544.00
01Q	Clerk - Confidential	F1105	4 - 10	\$20.40	- \$27.34	\$3,536.00	- \$4,738.93	\$42,432.00	- \$56,867.20
K62	Customer Services Spec I - Confidential	F1110	4 - 10	\$21.60	- \$28.94	\$3,744.00	- \$5,016.27	\$44,928.00	- \$60,195.20
K56	Customer Services Spec II - Confidential	F1100	4 - 10	\$24.00	- \$32.16	\$4,160.00	- \$5,574.40	\$49,920.00	- \$66,892.80
H71	Executive Assistant	F1270	5 - 10	\$42.51	- \$54.25	\$7,368.40	- \$9,403.33	\$88,420.80	- \$112,840.00
587	Executive Secretary	F1230	4 - 10	\$33.25	- \$44.56	\$5,763.33	- \$7,723.73	\$69,160.00	- \$92,684.80
G29	HRIS Technician	F1030	5 - 10	\$36.08	- \$46.05	\$6,253.87	- \$7,982.00	\$75,046.40	- \$95,784.00
180	Human Resources Technician	F1020	4 - 10	\$33.04	- \$44.28	\$5,726.93	- \$7,675.20	\$68,723.20	- \$92,102.40
360	Intermediate Clerk - Confidential	F1115	4 - 10	\$22.80	- \$30.55	\$3,952.00	- \$5,295.33	\$47,424.00	- \$63,544.00
313	Legal Secretary	F1230	4 - 10	\$33.25	- \$44.56	\$5,763.33	- \$7,723.73	\$69,160.00	- \$92,684.80
H72	Litigation Specialist	F1240	4 - 10	\$35.42	- \$47.47	\$6,139.47	- \$8,228.13	\$73,673.60	- \$98,737.60
K57	Office Specialist I - Confidential	F1110	4 - 10	\$21.60	- \$28.94	\$3,744.00	- \$5,016.27	\$44,928.00	- \$60,195.20
01P	Office Specialist II - Confidential	F1100	4 - 10	\$24.00	- \$32.16	\$4,160.00	- \$5,574.40	\$49,920.00	- \$66,892.80
01N	Office Supervisor - Confidential	F1150	5 - 10	\$32.76	- \$41.81	\$5,678.40	- \$7,247.07	\$68,140.80	- \$86,964.80
01M	Personnel Records Specialist	F1010	4 - 10	\$29.74	- \$39.85	\$5,154.93	- \$6,907.33	\$61,859.20	- \$82,888.00
K53	Personnel Records Technician	F1020	4 - 10	\$33.04	- \$44.28	\$5,726.93	- \$7,675.20	\$68,723.20	- \$92,102.40
01S	Principal Office Specialist - Confidential	F1145	4 - 10	\$29.40	- \$39.40	\$5,096.00	- \$6,829.33	\$61,152.00	- \$81,952.00
K51	Purchasing Assistant	F1145	4 - 10	\$29.40	- \$39.40	\$5,096.00	- \$6,829.33	\$61,152.00	- \$81,952.00
521	Secretary	F1200	4 - 10	\$28.92	- \$38.75	\$5,012.80	- \$6,716.67	\$60,153.60	- \$80,600.00
536	Senior Clerk - Confidential	F1130	4 - 10	\$26.40	- \$35.38	\$4,576.00	- \$6,132.53	\$54,912.00	- \$73,590.40
01J	Senior Office Specialist - Confidential	F1140	4 - 10	\$28.20	- \$37.79	\$4,888.00	- \$6,550.27	\$58,656.00	- \$78,603.20
H73	Senior Secretary	F1220	4 - 10	\$30.36	- \$40.69	\$5,262.40	- \$7,052.93	\$63,148.80	- \$84,635.20

**AFSCME CONFIDENTIAL - APPENDIX "B" WAGES
JUNE 20, 2025
INCORPORATING 5.0% INCREASE**

PART-TIME CLASSIFICATION ANNUAL SALARY RANGES

<u>Code</u>	<u>Classification</u>	<u>Grade</u>	<u>Step</u>	<u>Hourly Rates</u>
J73	PT Administrative Assistant	F1250	4 - 10	\$36.15 - \$48.44
S86	PT Audit Technician	F1020	4 - 10	\$33.04 - \$44.28
S28	PT Claims Assistant	F1015	4 - 10	\$32.12 - \$43.05
R80	PT Clerk - Confidential	F1105	4 - 10	\$20.40 - \$27.34
J89	PT Executive Assistant	F1270	5 - 10	\$42.51 - \$54.25
925	PT Executive Secretary	F1230	4 - 10	\$33.25 - \$44.56
B53	PT Human Resources Technician	F1020	4 - 10	\$33.04 - \$44.28
864	PT Legal Secretary	F1230	4 - 10	\$33.25 - \$44.56
R61	PT Litigation Specialist	F1240	4 - 10	\$35.42 - \$47.47
R34	PT Personnel Records Technician	F1020	4 - 10	\$33.04 - \$44.28
R60	PT Purchasing Assistant	F1145	4 - 10	\$29.40 - \$39.40
924	PT Secretary	F1200	4 - 10	\$28.92 - \$38.75
J70	PT Senior Secretary	F1220	4 - 10	\$30.36 - \$40.69

Appendix "C" – Salary Relationships

ACCOUNTING SPECIALIST – CONFIDENTIAL

Audit Technician	1.2500	x	Accounting Specialist - Confidential
Claims Assistant	1.2153	x	Accounting Specialist - Confidential
HRIS Technician	1.3000	x	Accounting Specialist - Confidential
Human Resources Technician	1.2500	x	Accounting Specialist - Confidential
Personnel Records Specialist	1.1250	x	Accounting Specialist - Confidential
Personnel Records Technician	1.2500	x	Accounting Specialist - Confidential

OFFICE SPECIALIST II – CONFIDENTIAL

Clerk - Confidential	0.850	x	Office Specialist II - Confidential
Customer Services Spec I - Confidential	0.900	x	Office Specialist II - Confidential
Customer Services Spec II - Confidential	1.000	x	Office Specialist II - Confidential
Intermediate Clerk - Confidential	0.950	x	Office Specialist II - Confidential
Office Specialist I - Confidential	0.900	x	Office Specialist II - Confidential
Office Supervisor - Confidential	1.300	x	Office Specialist II - Confidential
Principal Office Specialist - Confidential	1.220	x	Office Specialist II - Confidential
Purchasing Assistant	1.220	x	Office Specialist II - Confidential
Senior Clerk - Confidential	1.100	x	Office Specialist II - Confidential
Senior Office Specialist - Confidential	1.1750	x	Office Specialist II - Confidential

SECRETARY

Administrative Assistant	1.2500	x	Secretary
Administrative Assistant - Non Exempt	1.2500	x	Secretary
Executive Assistant	1.4000	x	Secretary
Executive Secretary	1.1500	x	Secretary
Legal Secretary	1.1500	x	Secretary
Litigation Specialist	1.2250	x	Secretary
Senior Secretary	1.0500	x	Secretary