RULE 31. GRIEVANCE PROCEDURE

Section 31.0 Any alleged improper treatment of an employee, any alleged violations of the Personnel Ordinance or the Personnel Rules Covering Management, Confidential and Non-Represented Part Time Employees ("Personnel Rule"), or any alleged violation of commonly accepted safety practices and procedures shall be considered to be a matter subject to review through the grievance procedure. Alleged improper treatment of an employee shall be considered to be a matter subject to review throughout and including Step II of the grievance procedure. Any alleged violation of the Personnel Ordinance or the Personnel Rules Covering Management, Confidential and Non-Represented Part Time Employees ("Personnel Rules"), any alleged violation of commonly accepted safety practices and procedures, or any discipline imposed under the provisions of Personnel Rule 10 shall be considered to be a matter subject to review throughout and including Step III of the grievance procedure. Grievances for confidential and management employees shall be handled in the following manner:

31.0431.0.1 First Step: An attempt shall be made to adjust all grievances on an informal basis between the employee and/or his designated representative and a supervisor in the employee's chain of command, up to and including his/her division head/Administrative Manager, within seven (7) working days after the occurrence of the incident involved in the grievance. The division head/Administrative Manager shall deliver his answer to the employee within seven (7) working days after submission of the grievance to him/her.

31.0431.0.1.1 Grievances resulting from the actions of a department other than an employee's work unit shall be heard by an appropriate Administrative Manager from that department.

31.0231.0.2 Second Step: If the grievance is not satisfactorily adjusted in the First Step, it shall be submitted in writing to the employee's department head/Executive Manager within seven (7) working days after the division head/Administrative Manager's answer is received by the employee and/or his designated representative. The Executive Manager shall meet with the employee and/or his designated representative within ten (10) working days after submission of the grievance to him/her. The Executive Manager shall review the disposition of the grievance made at the First Step and may affirm, reverse, or modify as he deems appropriate, the disposition made at the First Step and shall deliver his/her answer to the employee and/or his designated representative within seven (7) working days after said meeting.

31.0231.0.2.1 Grievances resulting from the actions of a department other than an employee's work unit shall be heard by an appropriate Administrative Manager from that department.

31.0331.0.3 Third Step: Grievances alleging violations of the Personnel Ordinance or the Personnel Rules, any alleged violation of commonly accepted safety practices and procedures, or any discipline imposed under the provisions of the Personnel Rule 10 that are not satisfactorily resolved at the Second Step shall be submitted to arbitration. If the grievance is not satisfactorily adjusted in the Second Step, it shall be submitted to an impartial arbitrator for a final and binding decision or, if the City Manager and the employee and/or his designated representative agree, it shall be submitted to the City Manager for a final and binding decision. Such submission must occur within thirty (30) days after the Executive Manager’s answer is received by the grievant.

31.0331.0.3.1 Final & Binding Arbitration: If the grievant affirmatively agrees in writing, it shall be submitted to an impartial arbitrator. The arbitrator’s award shall be final and binding on both parties and shall be consistent with and controlled by the Personnel Rules, Ordinances and Charter of the City of Anaheim and the laws and Constitution of the State of California. The standards of review of the arbitrator’s final and binding award shall be in accordance with §1285 seq of the California Code of Civil Procedure.

Section 31.131.0.3.2 Advisory Arbitration: If the grievant rejects final and binding arbitration, it shall be submitted to an impartial arbitrator for an advisory award. The arbitrator’s award shall be submitted to the City Manager for a final determination, and shall not be binding on either party. If submitted to the City Manager, the City Manager or his assistant shall meet with the employee and/or his designated representative within ten (10) working days after submission of the grievance to him. The City Manager or his assistant may affirm, reverse, or modify the impartial arbitrator's advisory award as he/she deems appropriate, and the City Manager's decision shall be final and binding on the parties. The standards
of review of the City Manager’s final decision shall be in accordance with §1094.5 et seq of
the California Code of Civil Procedures, the disposition made at the Second Step.

Section 31.2——The City Manager or his assistant shall deliver his decision to the employee and/or his designated
representative within five (5) working days after said meeting, and such decision shall be final and binding on both
parties.

Section 31.331.0.4 In order to request arbitration, the grievant either party shall serve written notice
to the other party-Human Resources Director specifying the grievance to be submitted. Within sixty
(60) days thereafter, the parties shall thereafter attempt to resolve agree to the issue to be
submitted for arbitration and select the arbitrator. If selection of the arbitrator is not completed
within thirty (30) days after the Executive Manager's answer is received by the employee and/or his
designated representative, then either party may take action to compel arbitration. Failure to take
action to compel arbitration within thirty (30) days will conclusively be deemed abandonment of the
right to compel arbitration

31.0.1 Failure by the grievant to request arbitration within thirty (30) days of receipt of
the Second Step response will conclusively be deemed abandonment of the right to
arbitration.

31.0.2 Failure to take action to compel arbitration within ninety (90) days of the date the
grievant submits the request to arbitrate will conclusively be deemed abandonment of the
right to compel arbitration.

31.0.5 All administrative expenses of the arbitration shall be borne equally by the parties by the City.
Administrative expenses shall include the arbitrator’s fee, costs for a court reporter and transcripts
from the hearing, rental of any facilities for conduct of the arbitration. Administrative fees shall not
include any costs or fees related in any manner to the representation of the grievant at the
arbitration or otherwise.

Section 31.4——The arbitrator’s decision shall be final and binding on both parties and that the arbitrator’s
award shall be consistent with and controlled by the Personnel Rules, Ordinances and Charter of the City of
Anaheim and the laws and Constitution of the State of California.

Section 31.531.0.6 The arbitrator will be requested by the parties to render his decision in writing as
quickly as possible but in no event later than thirty (30)-sixty (60) days after the conclusion of the hearings
or filing of closing briefs if applicable, unless the parties agree otherwise.

31.51 Any grievance not presented and/or carried forward by the employee and/or his designated
representative within the time limits specified in Sections 31.01, 31.02 and 31.03 shall be deemed
null and void, provided, however, the employee and/or his designated representative and the City
representative may agree to extend said time limits.

Section 31.6——With regard to any full-time confidential or management employee of the classified service, any
alleged violation of the Personnel Ordinance or Personnel Resolution, any alleged improper treatment of an
employee, or any alleged violation of commonly accepted safety practices and procedures shall be considered to be a
matter subject to review through the grievance procedure.

31.6131.0.7 No supervisor shall be represented in grievance matters by an employee whom he/she
may supervise.

31.6231.0.8 No employee shall be represented in grievance matters by a supervisor for whom he/she
may work.

Section 31.81 An employee who has been suspended, demoted, or dismissed may be reinstated to his or her
position as a result of a successful appeal through the grievance procedure. In the event of such reinstatement, the
employee shall be returned to his/her former status of employment, including reinstatement of seniority and accrued
fringe benefits. In such cases, the City Manager, in his or her discretion, may order the payment of back pay to a
reinstated employee in any amount up to payment for the full period of time involved. In implementing an arbitrator's
final and binding award, the City Manager shall order the payment of back pay to a reinstated employee in the amount
provided in the arbitrator's award. It shall be conclusively presumed that there is no award of back pay to a reinstated
employee unless specifically set forth in the written order of the City Manager. Any earnings of the reinstated
employee from other employment during his period of suspension shall be deducted from the amount of back pay ordered by the City Manager unless contrary to the provisions of an arbitrator's award.

Section 31.2  Any grievance not presented and/or carried forward by the employee within the time limits specified in Sections 31.0.1, 31.0.2, and 31.0.3 shall be deemed null and void, provided, however, the employee and the City representative may agree to extend said time limits.

Section 31.3  Any adoption, deletion, or review of City policy as may be suggested or recommended by an employee shall not be considered to be a matter subject to review through the grievance procedure.

Section 31.4  The provisions of this Rule shall apply to all confidential, management, and non-represented part-time employees.

Doc: rule31F/vkilmur/convert/personnel
Revised 04/14/1988 (Resolution No. 88R-166)
Revised 2/1992
Revised 6/2008