

Equal Employment Opportunity Program

CITY OF NORWALK, TRANSPORTATION DEPARTMENT
2022-2025



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EXECUTIVE DIRECTOR OF REGIONAL TRANSPORTATION

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Introduction

Norwalk Transit System (NTS) is a public transportation service that is a part of the Transportation Department of the City of Norwalk. The Department consists of three (3) divisions: Transit Administration, Transit Operations, and Equipment/Vehicle Maintenance. The Administration Division is responsible for grants, budget, contracts, and customer services functions. The Transit Operations Division manages the operation of the municipal transit system which serves the City of Norwalk, Artesia, Bellflower, Cerritos, El Monte, La Habra, La Mirada, Santa Fe Springs, South El Monte, Whittier, and portions of unincorporated areas of Los Angeles County. The system consists of fixed-route service, and a demand-response service for seniors and the physically disabled. The Equipment Maintenance Division services the City's transit vehicles, and the entire fleet of the City of Norwalk (automobiles, vans, trucks, equipment, etc.).

The Equal Employment Opportunity (EEO) Program described herein was prepared by Norwalk Department of Transportation with the concurrences and approval of the City's Human Resources Department and City Council. NTS' human resources practices and activities are governed by the City of Norwalk's Personnel Rules and Regulations (Appendix 1); and the City's Memorandum of Understanding (MOU) with its' employee bargaining unit (Appendix 2). The Norwalk City Employees Association is affiliated with Local Lodge 1957, District Lodge 777, International Association of Machinists and Aerospace Workers AFL-CIO.

The City has established rules and regulations to assure non-discrimination and adherence to equal employment opportunities for all employees, including women and minorities. This document was developed pursuant to FTA Circular 4704.1A "EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS AND GUIDELINES FOR FEDERAL TRANSIT."

"ADMINISTRATION RECIPIENTS" and also reflects the policies of the City of Norwalk. It represents the City's reaffirmation and commitment to attracting and retaining a qualified workforce that is representative of the available labor market and provides a work environment which is free of discrimination. The City Council of the City of Norwalk has also developed and adopted a Discrimination and/or Discriminatory Harassment in Employment Policy which serves as the EEO Policy and is attached hereto (Appendix 3). As a department within the City, NTS is committed to the full implementation of the Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy) as adopted and accepts the responsibility for full support of the Policy.

Statement of Policy

It is the policy of the City of Norwalk, Transit System (NTS) to maintain a work environment in which all employees can work free of discrimination. All employment actions, including but not limited to recruitment or recruitment advertising, hiring, upgrading, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation, and treatment of employees will be administered without regard to race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class.

The City is also committed to providing reasonable accommodations to applicants and employees who need them because of a disability, or to practice or observe their religion absent undue hardship. These protections and accommodations extend to perceived race, religion color, national origin, ancestry, disability, medical condition, marital status, sex, sexual orientation and age, or an employee who is associated with a person who has or is perceived as having any of those characteristics. This policy also strictly prohibits retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is. Retaliation under any circumstance will not be tolerated.

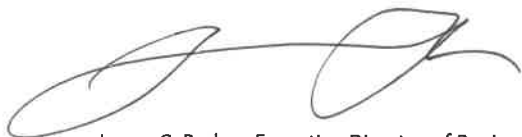
Through the Equal Employment Opportunity Program (EEO), the City has developed a written nondiscrimination program that sets forth the policies, practices, and procedures, with goals and timetables, to which the agency is committed. The EEO is available for inspection by any employee or applicant for employment upon request. The EEO specifically addresses the issue of illegal employment discrimination practices that have a bearing on an employee's career with the City of Norwalk. The responsibility of the EEO is that of the EEO Officer, James C. Parker, Executive Director of Regional Transportation, who reports directly to the City Manager. It provides employees and applicants with a procedure through which they may exercise their right to file complaints alleging discrimination or harassment with the City or with an appropriate agency. Complaints can be filed with the EEO Officer.

Conduct in violation of this policy shall constitute prohibited illegal employment discrimination practices when; (1) submission to such conduct is made whether an explicit or implicit term or condition of employment; (2) Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such individual's employment status; and (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an abusive intimidating, hostile or offensive work environment.

The City of Norwalk/NTS recognizes that any harassment of employees based on their race, color, sex, marital status, creed, national origin, ancestry, age, disability, sexual orientation, or medical condition is insulting and offensive. Such behavior is prohibited, constitutes conduct unbecoming of a Norwalk City employee, and violates the intent of this policy. All allegations of discrimination or harassment will be accepted and fully investigated by supervisors, with corrective or disciplinary action to be taken as warranted.

All employees, particularly those in management and supervisory positions, are expected to adhere to a standard of conduct that is respectful, courteous, and nondiscriminatory. All management and supervisory personnel are assigned specific tasks to ensure and achieve compliance. A discussion of the intent of this policy will be included during the basic orientation program for all new employees. The agency evaluates the performance of managers, supervisors, and others based on the success of the EEO Program in the same manner that the agency evaluates its performance in other agency programs.

The guidelines contained in The City's EEO are to reaffirm and to further implement policy toward the goal of equal opportunity employment, not only in employment, but in all personnel actions including promotion, transfer, layoff, and reinstatement.



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2/1/2022

Date

Dissemination

To ensure that all employees, applicants for employment and others are aware of the Discrimination and/or Discriminatory Harassment in Employment Policy of Norwalk Transit (EEO Policy) and the City of Norwalk, the following measures shall be taken:

1. Internal Dissemination

Internal dissemination is the method of communicating the EEO Program to all employees and the City Council through steps which include, but are not limited to the following:

- a. The City's EEO Policy shall continue to be made available in each City Department.
- b. Information regarding the EEO Policy and the Discrimination and/or Discriminatory Harassment in Employment Policy will be included in all employee orientation materials and programs. This includes discussing the EEO Policy Statement thoroughly in new employee orientation sessions and requiring all new employees to sign an acknowledgment of receipt of the policy. New employee orientation occurs within 90 days of hire. EEO training will be conducted for all new supervisors or managers within 90 days of their appointment. After completing new employee orientation sessions, periodic EEO training will continually be conducted for all employees and for managers.
- c. All employees are provided with a City of Norwalk Employee Handbook. The handbook addresses all aspects of employment including job opportunities, training, promotion, and transfer. Employees are also encouraged to inform management of any violations of the EEO Policy.
- d. The City conspicuously provides posters which address the EEOP, Federal and State Labor Laws, Rights, Harassment or Discrimination in Employment and instructions for addressing any violations. These materials will be posted near time clocks, in employees' break rooms, and in the employment office. The City's EEO Policy will be posted on the City's bulletin boards and other areas designated for general reading and information, including areas accessible to job applicants.
- e. All Norwalk City employees will be provided with a copy of the policy statement and will submit an acknowledgment of the review of the policy. Furthermore, the City will seek input on the EEO program implementation from all employees and affinity groups during annual meetings.
- f. At semiannual training sessions for directors, managers, and supervisors, the intent of the EEO Policy will be reiterated, and emphasis placed on the individual responsibility of effective implementation, making clear the City Manager's commitment on behalf of the City as an employer.
- g. Communications to all employees regarding the existence of the City's EEOP and the EEO Policy and make available such elements of the program that will enable the employees to

know of and avail themselves of its benefits. This is done annually and distributed for access to all employees.

2. External Dissemination

External dissemination is the method of communicating the City's EEO.

Program to various groups and organizations throughout the community through steps which include, but are not limited to the following:

- a. Inform all recruiting sources in writing of the City's EEO policies, including the policy statement, on an annual basis. The City disseminates its EEO policy and programs to regular recruitment sources, such as: employment agencies; hiring halls; educational institutions; minority, disabled, and women's organizations; civil rights organizations; community action groups; and others who refer applicants.
- b. Encourage recruitment sources to refer minorities, women, and persons with disabilities as job applicants. Include on all employment applications, recruitment ads, and job postings that the City "is an equal opportunity employer." Include the provision "The City of Norwalk is an Equal Employment Opportunity Employer and does not discriminate based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class" in all recruitment advertising.
 - This statement is included in written correspondence with recruitment sources, referral agencies, and organizations that may be of assistance in making referrals or in making opportunities at the City known to applicants. Recruitment activities are placed in minority media when outreach activities are necessary.
- c. The clause "The City of Norwalk is an Equal Employment Opportunity Employer" in its entirety, which addresses Non-discrimination and Equal Employment Opportunity, is included in NTS procurement and contract activities.
- d. Notify prospective vendors, suppliers, contractors, and subcontractors of their obligations in EEO activities.
- e. Notify minority and women's organizations, community agencies, and community leaders of the EEO policy in writing.

Designation of Personnel

As part of its efforts to ensure equal employment opportunity to all individuals, the City has designated specific responsibilities to various staff to ensure that the EEO Program focuses on all components of the City's employment activities. The City Council and City Manager, Human Resources Director, Managers and Equal Employment Opportunity Officer (EEO Officer) will continue to undertake their EEO Program responsibilities as further described below.

a. City Council and the City Manager

The responsibility for setting City of Norwalk policy objectives such as those delineated in the Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy) rest primarily with the City Council. Responsibility for implementation of the Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy) is delegated to the City Manager who has designated the responsibility to the Executive Director of Regional Transportation as the EEO Officer, and the Directors of each department for specific actions. All managerial employees are responsible for employment outreach and equal employment performance. Adherence and support of the EEO policy and responsibilities are factors that are addressed in the performance evaluation of all supervisory staff.

b. Equal Employment Opportunity (EEO) Officer

The Equal Employment Opportunity (EEO) Officer is responsible for the overall management, implementation, and development of the City's Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy), under the daily supervision of the City Manager.

The Equal Employment Opportunity (EEO) Officer has direct access to the City Manager on all matters related to the EEO Program. The EEO Officer ensures compliance with all relevant EEO policies and procedures through managers. Successful implementation of this program is a basis for evaluating the EEO Officer's effective work performance. The essential requirements of an effective EEO Officer are:

- Sensitivity to, and subject-matter expertise of, the varied ways in which discrimination occurs;
- Total commitment to EEO program goals and objectives;
- Knowledge of civil rights precepts, policies, rules, regulations, and guidelines; and
- Sufficient authority and ability to work and communicate with others (e.g., department heads) to achieve EEO goals and objectives.

The EEO Officer's duties and responsibilities include, but are not limited to:

1. Developing and recommending EEO policy, a written EEO program, and internal and external communication procedures, and ensure that all internal and external communications dealing with the City's equal employment opportunity programs bear

the signature of the Mayor, the City Manager, or the Equal Employment Opportunity Officer;

2. Administering and implementing the City's Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy), including the development of EEO goals;
3. Ensure that the EEO Program is reviewed and updated in accordance with the City's stated policy on an annual basis;
4. Serve as liaison between the City and organizations representing minorities, women, persons with disabilities, and community action groups concerned with diversity and employment opportunities for protected classes;
5. Serve as liaison between the City and Federal; State; and local governments; regulatory agencies; minority, disabled and women's organizations; and other community groups in the promotion of the City's Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy) and EEO Program;
6. Monitor program compliance and produce required reports.
7. Receive, investigate, and take action to resolve all complaints alleging discrimination in accordance with the City's Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy) and established EEO Program policies and procedures described in this plan;
8. Assist management in collecting and analyzing employment data, identifying problem areas, setting goals and timetables, and developing programs to achieve goals.
9. Analyze applicant flow for job employment applications to determine the mix of persons applying for employment by racial/ethnic origin and gender;
10. In conjunction with Human Resources Director, advise employees and applicants of available training programs, professional development opportunities, and the entrance requirements.
11. Ensure that the City's EEO-4 Reporting Form is properly completed and submitted to the Equal Employment Opportunity Commission on a timely basis;
12. Remain responsible for the design and effective implementation of the EEO/Diversity programs;
13. Develop, implement, and maintain audit and reporting systems to measure the effectiveness of equal employment opportunity programs, including those that will indicate the need for remedial action, and determine the degree to which goals and objectives have been obtained;
14. Report to the City Manager on a semiannual basis on Norwalk Transit's (NTS) progress in relation to the City's goals and on contractor and vendor compliance. Additionally, recommend any modifications and/or developments of the City's EEO Program policies

to ensure the enhancement of equal employment opportunity for all employees and potential employees within existing equal employment opportunity guidelines;

15. Conduct meetings that provide EEO training with NTS's managers, supervisors, and employees to ensure that Norwalk's Equal Employment Opportunity policy and objectives are understood, and monitor the effort to ascertain progress toward the achievement of goals;
16. Ensure that the work performance of management employees is being evaluated, in part, on the basis of their efforts and results of their EEO activities;
17. Educate supervisory employees in proactive actions to be taken to prevent all manner of discriminatory action;
18. Conduct periodic audits to ensure that all required posters and those advertising the NTS's EEO program are clearly displayed and communicated;
19. In conjunction with Human Resources Director, periodically review employment practice policies, compliant policies, grievance procedures, and union agreements;
20. Develop policy statements, action-oriented programs, and internal and external communication techniques regarding the EEO Program;
21. Serve as the liaison between the City and enforcement agencies;
22. Concurrence on all NTS's hiring and promotions;
23. Work with legal counsel to keep management informed of the latest developments on equal employment opportunity regulatory requirements and legal decisions;
24. Work closely with The Human Resources Director and NTS's managers, in coordinating the effective implementation of all identified equal employment opportunity actions;
25. Remain responsible for ensuring the NTS's overall compliance with the EEO Program and reporting compliance to the City Manager and City Council; and
26. Maintain awareness of current EEO laws and ensure the laws affecting nondiscrimination are disseminated to all responsible officials.

c. The Human Resources Director

The Human Resources Director, under the supervision of the City Manager, is responsible for ensuring that all aspects of the City's employment activities are consistent with EEO requirements, goals, objectives, and timetables. The Human Resources Director ensures, through managers that all relevant EEO policies and procedures are adhered to in all employment activities. Successful coordination of the Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy) in the City's employment activities is a basis for evaluating the Human Resources Director's effective work performance. Responsibilities include, but are not limited to, the following:

1. Provide guidance to all directors and managers in taking proper action to prevent employees from being harassed in any way through one-on-one contact;

2. Ensure that all directors and managers are aware that their work performance is being evaluated, in part, based on their EEO efforts and results;
3. Conduct periodic audits of training programs, hiring and promotion patterns to remove impediments to the attainment of EEO goals and objectives;
4. Work with minorities, women, and persons with disabilities through recruiting sources, state employment offices, and rehabilitation and service centers, by advising these and all recruiting sources of City policies for equal employment opportunity;
5. Ensure that all new employees receive a special orientation to the City's Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy) and EEO Program and are thoroughly informed with regard to its objectives;
6. Ensure that all new recruitment advertising is placed in minority and female-oriented publications whenever possible;
7. Review all job descriptions and specifications to ensure they are free of discriminatory provisions and artificial barriers;
8. Ensure that all employment activities and qualifications are job-related, that they are realistic, and that they reflect the actual work requirements of the essential job duties; and
9. Review personnel actions and decisions to ensure that no indications of illegal harassment or retaliation result.

d. Department Directors

It is the responsibility of each department director to assign, administer and implement components of the Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy). The Human Resources Director is responsible for departmental compliance with the EEO Policy.

e. Mid Managers and Supervisors

In their direct day-to-day contact with City employees, managers shall assume certain responsibilities to help the City ensure compliance with equal employment opportunity laws and effective implementation of the Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy) and the EEO Program. These include, but are not limited to, the following:

1. Assist in ensuring that the City, as an employer, adheres to the stated Equal Employment Opportunity Program, and monitor the application of equal employment opportunity policies;
2. Assist in identifying problem areas and establishing agency and unit goals and objectives, and respond to identified problem areas to address and resolve such problems;
3. Participate in regular discussions with supervisors, managers, affinity groups, and employees to ensure that Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy) and EEO Program policies are being followed;

4. Cooperate with the EEO Officer in the review of information and/or investigation of complaints alleging discrimination;
5. Assist in the review and implementation of revisions to EEO Program policies and procedures;
6. Review the qualifications of job-related employment practices for all transfers and promotions to ensure equal opportunity;
7. Provide support for career mentoring, coaching, and counseling within their respective departments for employees;
8. Encourage employee participation to support the advancement of the EEO program
9. Active involvement with local minority organizations, women's and disabled groups, community action organizations and community service programs designed to promote EEO;
10. Active participation in periodic audits of all aspects of employment in order to identify and to remove barriers obstructing the achievement of specified goals and objectives, and to ensure compliance with EEO requirements;
11. Ensure that all employees are knowledgeable of the Discrimination and/or Discriminatory Harassment in Employment Policy (EEO Policy) by holding regular discussions with managers, supervisors, and employees to assure the City's policies and procedures are being followed;
12. Review the qualifications of all employees to assure that minorities, disabled persons, and women are given full opportunities for transfers, promotions, training, salary increases, and other forms of compensation;
13. Conduct job performance evaluations on a regular basis, and conduct career counseling for all employees;
14. Advise staff of training and promotional opportunities and encourage their participation and support City-sponsored educational, training, recreational, and social activities to ensure that all employees are encouraged to participate in accordance with nondiscrimination policies;
15. Ensure that all interviews, orders of employment, and/or wage commitments are consistent with the City's EEO Program;
16. In conjunction with the EEO Officer, maintain and update the Norwalk Transit's personnel database for generating reports required for the nondiscrimination program;
17. Perform specific EEO-related tasks that are assigned to them; and
18. Take action to prevent, report, and remedy any illegal harassment of employees. And, report incidences of harassment or violations of and EEO policies to the Human Resources Director or the EEO Officer.

f. City Employees

The responsibilities of City of Norwalk employees in the area of EEO policy include, but are not limited to the following:

1. Demonstrate sensitivity to and respect for differences in race, religious creed, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, gender, sexual orientation, or age when interacting with one another.
2. Advise supervisors of any incidents of harassment or violations of EEO Policies.
3. Advise supervisors of the employee's interest in training/and or educational opportunities which would enhance their skill development, career advancement, and/or performance in their current assignment.

Utilization Analysis

The purpose of the utilization analysis is to identify those job categories where there is an underutilization and/or concentration of minorities and women in relation to their availability in the relevant labor market. It is also to establish the framework for goals and timetables and other affirmative actions to correct employment practices that contributed to any identified absence, underutilization, or concentration.

A utilization analysis is a statistical breakdown of the job categories cross referenced by race and gender. It consists of a work force analysis, and an availability analysis. Norwalk Transit's (NTS) work force analysis is a statistical breakdown of the work force by divisions, job category, and job title. The workforce is cross-referenced by race, national origin, and sex. The Availability Analysis compares the participation rate of minorities and women with their availability, as determined by the 2014-2018 U.S. Census Bureau database for Los Angeles County.

NTS used the Utilization Analysis computation spreadsheets provided by the Federal Transit Administration, Office of Civil Rights, to perform the Utilization Analysis. The spreadsheet includes the statistical work force analysis and the availability analysis combined. On the spreadsheet, jobs are grouped into categories corresponding to EEO-4 reporting requirements¹. I think this footnote is 1

According to the Analysis, NTS has identified statistically significant underutilization in the following categories:

1. Asian Male - Professional
2. White Female - Professional
3. Asian Female – Professional
4. White Female – Service-Maintenance
5. Asian Female – Service-Maintenance

¹ Source: American Community Survey: EEO Table EEO-ALL06R – “State/Local Government Job Groups by Sex, and Race/Ethnicity for Residence Geography, Total Population”

Job Category Use EEO-4	(\$XX,000- XX,000)	Total Workforce					Male							Female						
		All	WM	MM	WF	MF	W	A/AN	B	H/L	A	NHOPI	Multi	W	A/AN	B	H/L	A	NHOPI	Multi
1 - Officials & Administrators																				
Current Workforce	\$70.0 PLUS	4	0	3	1	0			2	1	-	-	-	1	-	-	-	-	-	-
Percent in Category	*Entry			75.0%	25.0%		0.0%	0.0%	50.0%	25.0%	0.0%	0.0%	0.0%	25.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Percent of Availability							27.2%	0.1%	3.1%	14.4%	10.2%	0.1%	1.4%	18.3%	0.1%	3.6%	11.5%	8.4%	0.1%	1.4%
Percent Underutilized																				
Underutilized (Yes/No)							No	No	No	No	No	No	No	No	No	No	No	No	No	No
Number Needed to Reach Parity							-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planned percent increase Year 1																				
Planned percent increase Year 2																				
Planned percent increase Year 3																				
Planned percent increase Year 4																				
2 - Professionals																				
Current Workforce	\$70.0 PLUS	10	1	1	1	7	1	-	-	1	-	-	-	1	-	2	5	-	-	-
Percent in Category	*Entry		10.0%	10.0%	10.0%	70.0%	10.0%	0.0%	0.0%	10.0%	0.0%	0.0%	0.0%	10.0%	0.0%	20.0%	50.0%	0.0%	0.0%	0.0%
Percent of Availability							24.4%	0.1%	3.2%	9.4%	10.4%	0.1%	1.5%	21.2%	0.1%	4.1%	12.4%	11.5%	0.1%	1.7%
Percent Underutilized											10%		11%				12%			
Underutilized (Yes/No)							No	No	No	Yes	No	No	Yes	No	No	No	Yes	No	No	No
Number Needed to Reach Parity							-	-	-	1	-	-	1	-	-	-	1	-	-	-
Planned percent increase Year 1																				
Planned percent increase Year 2																				
Planned percent increase Year 3																				
Planned percent increase Year 4																				
3 - Technicians																				
Current Workforce		0	0	0	0	0			-	-	-	-	-	-	-	-	-	-	-	-
Percent in Category	*Entry						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Percent of Availability							11.1%	0.1%	2.8%	34.1%	7.8%	0.1%	0.9%	7.1%	0.1%	3.4%	24.6%	7.2%	0.1%	0.6%
Percent Underutilized																				
Underutilized (Yes/No)							No	No	No	No	No	No	No	No	No	No	No	No	No	No
Number Needed to Reach Parity							-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planned percent increase Year 1																				
Planned percent increase Year 2																				
Planned percent increase Year 3																				
Planned percent increase Year 4																				
4 - Protective Service																				
Current Workforce		0	0	0	0	0			-	-	-	-	-	-	-	-	-	-	-	-
Percent in Category	*Entry						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Percent of Availability							18.6%	0.2%	15.5%	37.9%	5.7%	0.4%	1.9%	3.2%	0.1%	6.6%	8.5%	0.9%	0.2%	0.4%
Percent Underutilized																				
Underutilized (Yes/No)							No	No	No	No	No	No	No	No	No	No	No	No	No	No
Number Needed to Reach Parity							-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planned percent increase Year 1																				
Planned percent increase Year 2																				
Planned percent increase Year 3																				
Planned percent increase Year 4																				

Job Category Use EEO-4	(\$XX,000- XX,000)	Total Workforce					Male							Female						
		All	WM	MM	WF	MF	W	AI/AN	B	H/L	A	NHOPI	Multi	W	AI/AN	B	H/L	A	NHOPI	Multi
5 - Paraprofessional																				
Current Workforce		0	0	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Percent in Category	*Entry						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Percent of Availability							18.4%	0.1%	8.1%	25.7%	4.2%	0.2%	1.4%	9.7%	0.6%	9.6%	17.3%	3.0%	0.0%	1.6%
Percent Underutilized																				
Underutilized (Yes/No)							No	No	No	No	No	No	No	No	No	No	No	No	No	No
Number Needed to Reach Parity							-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planned percent increase Year 1																				
Planned percent increase Year 2																				
Planned percent increase Year 3																				
Planned percent increase Year 4																				
6 - Administrative Support																				
Current Workforce	\$43.0 - 54.9	10	0	1	2	7	-	-	-	1	-	-	-	2	-	-	6	1	-	-
Percent in Category	*Entry			10.0%	20.0%	70.0%	0.0%	0.0%	0.0%	10.0%	0.0%	0.0%	0.0%	20.0%	0.0%	0.0%	60.0%	10.0%	0.0%	0.0%
Percent of Availability							11.4%	0.1%	3.0%	17.6%	6.4%	0.1%	0.3%	15.5%	0.1%	5.6%	29.2%	8.5%	0.2%	1.4%
Percent Underutilized										8%										
Underutilized (Yes/No)							No	No	No	No	No	No	No	No	No	No	No	No	No	No
Number Needed to Reach Parity							-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planned percent increase Year 1																				
Planned percent increase Year 2																				
Planned percent increase Year 3																				
Planned percent increase Year 4																				
7 - Skilled Craft																				
Current Workforce	\$55.0 - 69.9	10	0	9	0	1	-	-	-	9	-	-	-	-	-	-	1	-	-	-
Percent in Category	*Entry			90.0%		10.0%	0.0%	0.0%	0.0%	90.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	0.0%	0.0%	0.0%
Percent of Availability							16.8%	0.2%	3.3%	61.4%	5.1%	0.2%	1.0%	1.2%	0.0%	0.5%	8.5%	1.9%	0.0%	0.1%
Percent Underutilized																				
Underutilized (Yes/No)							No	No	No	No	No	No	No	No	No	No	No	No	No	No
Number Needed to Reach Parity							-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planned percent increase Year 1																				
Planned percent increase Year 2																				
Planned percent increase Year 3																				
Planned percent increase Year 4																				
8 - Service-Maintenance																				
Current Workforce	\$43.0 - 54.9	59	2	36	0	21	2	-	9	24	3	-	-	-	-	7	14	-	-	-
Percent in Category	*Entry		3.4%	61.0%		35.6%	3.4%	0.0%	15.3%	40.7%	5.1%	0.0%	0.0%	0.0%	0.0%	11.9%	23.7%	0.0%	0.0%	0.0%
Percent of Availability							8.1%	0.1%	3.8%	40.3%	5.5%	0.1%	0.8%	6.8%	0.1%	3.3%	25.2%	5.1%	0.1%	0.7%
Percent Underutilized											0%			7%			1%	5%		
Underutilized (Yes/No)							No	No	No	No	No	No	Yes	No	No	No	Yes	No	No	No
Number Needed to Reach Parity							-	-	-	-	-	-	-	4	-	-	-	3	-	-
Planned percent increase Year 1																				
Planned percent increase Year 2																				
Planned percent increase Year 3																				
Planned percent increase Year 4																				

Goals and Timetables

Based on the utilization analysis, NTS has established goals and timetables designed to correct any identified deficiencies. NTS has established both short term (annual) and long-term goals for each job group where underutilization has been identified to meet availability. These goals and timetables consider the availability of qualified persons in the relevant market area. They also consider anticipated employment opportunities. The City has strived to set goals that are attainable. These goals will be reached primarily through recruiting and advertising to increase the pool of qualified minority and female applicants and through implementation of action-oriented programs.

In developing goals and timetables to correct underutilization, The City used the following guidelines for goal-setting:

1. Involve personnel staff, department and division heads, local and unit managers in the process;
2. Set goals that are significant, measurable, and attainable;
3. Make goals with timetables specific for planned results;
4. Consider anticipated attrition, expansion, contraction (especially the impact on employment of projected contracting out and privatization/competitiveness activities), turnover in the workforce, and availability of persons with required skills;
5. Consider the effects of changes in existing employment practices; and
6. Create goals that are not rigid and inflexible, but are reasonable attainable targets by applying every good faith effort to make all aspects of the nondiscrimination program work.

To successfully reduce the underutilization gap several factors must be met: 1) availability of positions in the City through vacancies caused by retirement, resignation, voluntary and involuntary termination, promotion, and death 2) availability of funding to add new positions 3) Interest of the underutilized groups in such positions and submission of their applications and 4) qualifications of applicants. As positions become available through any of the above processes, NTS will make a concerted effort to fill the positions with persons of the underutilized group(s). Such actions will not only assure compliance with the EEOP, but will foster an environment conducive to equal employment opportunities for all.

NTS will review all employment organizational data related to the Professional job category to identify any issues that may pose barriers for the underutilized groups (e.g., review the records of exit interviews of former employees; examine applicant flow data for recent vacancies; review job posting and advertising practices; determine whether there are in-house career paths; evaluate the hiring, retention, and attrition rates for particular positions).

Short Term Goals

NTS has identified anticipated vacancies in the following positions over the next year:

- Part Time Coach Operators
- Bus Operator Trainee
- Fleet Maintenance Supervisor

The current job openings present an opportunity to address underutilization in the professional and service-maintenance EEO categories. The short term goal for NTS is to reduce underutilization by at least ten percent for the professional category by hiring an Asian male, White female, or Asian female as a Fleet Maintenance Supervisor. Additionally, NTS will aim to reduce underutilization by at least five percent for the service-maintenance category by hiring more Asian and White females to represent the overall availability.

Long Term Goals

NTS has identified the following anticipated job openings over the next 4 years:

2023

- 2 Full Time Coach Operators
- 2 Part Time Coach Operators
- 1 Full Time Management Analyst

2024

- 3 Part Time Coach Operators
- 1 Full Time Coach Operator
- 1 Part Time Office Assistant
- 1 Equipment Service Helper
- 1 Full Time Office Professional

2025

- 1 Full Time Mechanic
- 1 Full Time Office Professional
- 2 Part Time Coach Operators
- 1 Full Time Coach Operator

NTS has identified the positions above as solutions in reducing underutilization over the next four years. The recent employment trends introduced by the global health pandemic have caused a shift from prior trends. Additionally, based on anticipated openings, anticipated retirements, and NTS's knowledge of the natural attrition and promotion process, we believe that we can decrease the identified underutilization in the female minority (Asian and White) and male minority (Asian) professional positions by ten percent each year. Completion of this goal will eliminate the underutilization in the professional category over the next 4 years.

NTS also believes that it can reduce the underutilization of (Asian and White) females in the service-maintenance category by 3% annually (2 hires) to eliminate the underutilization. Norwalk is aiming to eliminate the underutilization in these categories, we found this goal to be reasonable and attainable based on the goal-setting guidelines outlined above.

Employment Practices

Below is a detailed narrative of Norwalk's employment practices. These practices apply to all General Unit Employees, for further information on Norwalk's employment practices, see Appendix 1 – City of Norwalk Personnel Rules and Regulations and Appendix 2 – Memorandum of Understanding between the City of Norwalk and the Norwalk City Employees Association

QUALIFICATIONS FOR EMPLOYMENT

A. CITIZENSHIP

At the time of employment all persons employed by the City shall be citizens of the United States or legal residents for purposes of employment.

B. LOYALTY OATH

The Loyalty Oath set forth in Section 3 of Article XX of the Constitution of the State, as upheld by the California Supreme Court, shall be taken and subscribed by every employee and officer.

COMPENSATION

A. SALARY STEPS

The letters, "A", "B", "C", "D", "E", respectively, shall denote the various steps in each salary range. Compensation shall generally be paid as follows:

- (1) Salary Step "A" upon initial employment for a period of one year from the salary anniversary date.
- (2) Salary Step "B" upon completion of one year of employment in Salary Step "A."
- (3) Salary Step "C" upon completion of one year of employment in Salary Step "B."
- (4) Salary Step "D" upon completion of one year of employment in Salary Step "C."
- (5) Salary Step "E" upon completion of one year of employment in Salary Step "D."

Advancement from Steps "A", "B", "C", and "D" shall be made if the employee has demonstrated satisfactory job performance and normally increasing productivity as established by the employee performance evaluation, and upon recommendation of the department head, subject to the approval of the Director of Human Resources.

B. NONADVANCEMENT

If an employee is not advanced from one step to the next, the department head shall establish a period of time at the end of which the situation shall be reviewed to determine if a step advancement should be made, or another review period established. Any future step advancements shall be granted only pursuant to the provisions of Subsection "A" of this section, and the time periods for determining future step advancements shall be calculated from the date the step advancement following review is granted.

C. EMPLOYMENT AT HIGHER STEPS

When it appears that the educational background and/or previous training or experience of a potential new employee are substantially superior to those required of a position and justify a

beginning salary in excess of the beginning Step "A" salary, the Director of Human Resources may authorize appointment to a position at an appropriate higher step.

D. SALARY ON CHANGE IN RANGE ASSIGNMENTS

Whenever a classification is reallocated to a higher salary range, the employees in such classifications shall be placed upon the same step in the higher salary range as they occupied in the old range. The employee shall retain the service time on such step which employee had at the time of the reassignment.

E. MERIT INCREASES

A merit increase is an advancement to a higher step made before completion of the normal step interval set forth in Subsection "A" of this section. A merit increase may be approved by the Director of Human Resources upon a recommendation of the department head, upon presentation of evidence indicating that the work of the employee has been outstanding in quality and quantity. A merit increase shall not affect the date on which step advancement would otherwise be made, and the employee may be advanced to the next step upon completion of one year from the date the employee began receiving compensation at the step prior to receiving the merit increase.

F. SALARY ON PROMOTION

An employee promoted to a position in a higher pay range from his/her present position which is an upward progression of related job duties from his/her present position shall be placed at a step in the new range which provides at least a five percent (5%) salary increase, except that in no case will the employee receive a salary higher than the top step of the new range. The determination of the relationship between the old position and the new position shall be made by the Director of Human Resources. An employee acquires a new salary anniversary date upon promotion and becomes eligible for subsequent step increases in accordance with the Salary Step schedule.

G. SALARY ON RECLASSIFICATION

Whenever a position is reclassified and the incumbent is to stay in the position, the incumbent will be placed at a step equal to the employee's current salary. If there is no step equal to the employee's current salary, the employee should be placed on the closest step that is above the employee's current salary. In the event the salary for the new position is below that of the employee's current salary, that employee shall retain the salary for the old position until the new salary range equals or exceeds the employee's current salary (y-rate).

H. HIGHER CLASSIFICATION PAY

Each employee who is required to perform the duties of a different classification with a higher salary range than the employee's current classification, shall be compensated at either 5% above their regular base rate (but in no case to exceed Step E) or be placed at Step A of the classification for which they are performing duties whichever is greater from the 11th consecutive working day on such assignment.

I. ANNOUNCEMENT OF EXAMINATION

(1) Whenever an open competitive examination is to be given for a position, the Human Resources Department staff shall prepare a written announcement of distribution and posting in public places within the City, and for mailing to such colleges, universities, and employment offices as the Director of Human Resources determines are appropriate for the position, including, but not limited to those located in minority areas. Announcements of all open and promotional openings shall also be posted on bulletin boards at the various City facilities for employees' review. The Director of Human Resources may also undertake whatever other recruiting activities he/she feels are necessary or desirable to fill a particular position in a way which meets the City's goal of obtaining the most qualified employees while implementing the City's Equal Employment, Affirmative Action Plan.

(2) The Announcement shall include:

(a) Title and pay for the position;

(b) The nature of the work to be performed;

(c) The minimum qualifications;

(d) Whether the position is at-will;

(e) Whether the position is hourly or full-time;

(f) The time and place of examination, if known;

(g) The method of applying;

(h) The closing date for the application, if one is established;

Whether the position is exempt or non-exempt from overtime;

(i) Whether or not a valid California driver's license is required.

(j) Whether a pre-employment physical including drug and/or alcohol screen and a psychological screen is required.

(k) Such other information as seems desirable in the discretion of the Director of Human Resources.

J. APPLICATION FORMS

Job applications shall be made on forms provided by the Human Resources Department. All applications must be completed in full and signed by the person applying.

K. DISQUALIFICATION OF APPLICATIONS

The Director of Human Resources shall reject an application, or after examination, shall disqualify or remove the applicant's name from an eligible list, if the applicant:

(1) Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;

- (2) Is found to lack any of the requirements, certifications, or qualifications for the position involved;
- (3) Is physically or psychologically unfit for the performance of the position duties and, if disabled, cannot be reasonably accommodated;
- (4) Is found to be a relative of an employee, or elected or appointed official, and is subject to Subsection "C" of Section "3" of these City Personnel Rules;
- (5) Has been convicted of a crime, either a misdemeanor or felony, that relates to the position duties that the applicant would perform;
- (6) Used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment;
- (7) Directly or indirectly obtained information regarding examinations;
- (8) Failed to submit the employment application correctly or within the prescribed time limits.
- (9) Has his/her privilege to operate a motor vehicle in the State of California suspended or revoked within the past twelve months if a driver's license is a requirement for the position.
- (10) For any material cause which in the judgment of the Director of Human Resources would render the applicant unfit for the position, including a prior resignation or termination from the City.

If a current employee's application is rejected because there are more qualified applicants, the employee will be informed. If a current employee's application is rejected for reasons other than more qualified applicants have applied for the position, the employee shall be given specific reasons for that rejection. If the employee believes the reason(s) is(are) in error, the employee shall within two (2) days of notification of rejection provide the Director of Human Resources with specific facts or information which prove an error has been made. The Director of Human Resources shall review the materials and notify the employee either in person or in writing whether or not the application has been reinstated. The Director of Human Resources' decision shall be final.

EXAMINATIONS

A. NATURE AND TYPE

Examinations shall consist of selection techniques that will test fairly the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude tests, evaluations of training and experience, other written tests, personal interviews, performance tests, physical agility tests, work samples, medical tests, successful completion of prescribed training, or any combination of these or other tests. The determination of which selection techniques shall be used for any particular position shall be solely within the discretion of the Director of Human Resources. The probationary period shall be considered as a part of the examination process.

Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the position covering only factors related to such

requirements. Prior to the examination, the Director of Human Resources shall inform applicants of the selection technique chosen. All examinations shall be supervised by the Director of Human Resources or a designee.

B. CONDUCT OF EXAMINATION

After the time limit for receiving applications for a particular position has expired, the Director of Human Resources shall determine the applicants who meet the minimum qualifications for the positions. The chosen applicants shall then be given further examination of the nature and type set forth in subsection "A" of this section in order to obtain a score and ranking on the eligible list. If the Director of Human Resources determines that the total number of applicants that meet the minimum qualifications is insufficient, he/she may terminate the process.

C. PROMOTIONAL

Promotional examinations may be conducted whenever the needs of the service require. Promotional examinations may include any of the techniques described in subsection "A" of this section, or any combination of them. Only City employees who meet the requirements set forth in the examination announcement may compete in promotional examinations.

D. OPEN COMPETITIVE

Open competitive examinations may be administered periodically as the needs of the city service require.

E. SCORING AND QUALIFYING GRADE

Failure in one part of the examination, or to meet established standards described in the job announcement may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination.

F. NOTICE OF RESULTS

Each applicant shall be notified by mail/email of the examination results, including the final earned score and ranking on the eligible list, if applicable.

G. INSPECTION OF EXAMINATION PAPERS

Any candidate shall have the right to inspect his/her own examination results during normal working hours within three business days after the notices of examination results are mailed. Any error in computation, or incorrectly scored written test answers which are called to the attention of and confirmed by the Director of Human Resources shall be corrected, and the final score shall be adjusted accordingly. Such corrections shall not, however, invalidate appointments previously made. Examination results of applicants are not subject to inspection by the public nor by other applicants. To the extent permitted by law, references and oral rating sheets shall be confidential and shall not be open to inspection by the applicant nor by the public.

METHOD OF FILLING VACANCIES

A. ELIGIBLE LIST

After completion of an open or promotional examination, the Director of Human Resources shall prepare and keep available an eligible list consisting of the names of candidates who passed the examination, arranged in order of final score, from the highest to the lowest. Notwithstanding any other provision of these rules, if there are less than four names on an eligible list, the Director of Human Resources may declare such list void and fill the position(s) by any method permitted by these Personnel Rules, including, but not limited to, undertaking new recruiting and testing procedures. Eligible lists shall become effective upon certification by the Director of Human Resources.

B. ELIGIBLE LIST DURATION

Eligible lists shall remain in effect three months, unless sooner exhausted or unless extended by the Director of Human Resources. The Director of Human Resources may abolish a list with less than four names or may extend the list at any time prior to the expiration of the list if he/she determines that it is in the best interest of the City to do so.

C. REMOVAL OF NAME

The name of any person appearing on an eligible list shall be removed by the Director of Human Resources or designee if the eligible so requests in writing, or fails to respond to a notification of an opening from the Director of Human Resources or designee.

D. TYPE OF APPOINTMENTS

Vacancies may be filled by reemployment, promotion, transfer, demotion, appointment of hourly employees, or from the appropriate eligible list, if available. No specific list shall have priority over other lists. The Director of Human Resources shall decide in what manner the vacancy is to be filled.

E. REQUEST TO FILL VACANCY

Whenever a position is to be filled, the department head shall notify the Director of Human Resources in writing.

APPOINTMENTS

(1) The Director of Human Resources shall make all appointments. When a position is to be filled from a promotional or open eligible list, the Director of Human Resources shall choose from the specified list one of the top ten (10) candidates on the eligible list. If no person among the top ten (10) candidates indicates a willingness to accept the appointment, the Director of Human Resources may make the appointment from among the remaining names on the eligible list, may request a new examination and establish a new eligible list, or may fill the position by any other method authorized by these Personnel Rules.

(2) The person accepting the appointment shall report to the Director of Human Resources or designee on the date designated by the Director of Human Resources; otherwise, the applicant shall be deemed to have declined the appointment.

F. TRANSFER

The Director of Human Resources may approve a request for transfer by an employee to a different position at the same maximum salary to which the employee meets the minimum requirements. After such transfer, the employee shall be subject to a probationary period, but the employee's salary in the new position will depend upon the ability of the employee to perform the duties of the position.

G. PROMOTION

Insofar as practical, and consistent with the best interests of the City Personnel System, all vacancies shall be filled from within the City service after a promotional examination has been given and a promotional eligible list established. If, in the opinion of the Director of Human Resources, the best interests of the City will be served by filling the position by open competitive examination or any other method authorized by these Personnel Rules, instead of by promotional examination, an open competitive examination shall be arranged for the purpose of establishing an open eligible list, or such other action taken as required to fill the vacancy.

REPRIMAND, SUSPENSION, DEMOTION, AND DISCHARGE

A. BASIS FOR ACTION

Employees shall at all times conduct themselves in such a manner as not to reflect discredit upon the City. Every employee is required to provide good conduct and fit and efficient service. Any employee, other than those listed in Section 2.24.030 of the Norwalk Municipal Code, the City Manager, the City Attorney, those positions designated management, and those positions designated hourly, temporary, may be reprimanded, suspended, demoted, reduced in pay, or discharged for any of the following reasons:

- (1) Incompetency or inefficiency;
- (2) Insubordination, or abuse of the employee's position in dealing with other employees or the public;
- (3) Neglect of duty;
- (4) Disruptive, disorderly, or unfavorable conduct;
- (5) Mental or physical incapacity to perform duties, and if disabled are unable to be reasonably accommodated or present a direct threat to the health and safety of others;
- (6) Damage to, misappropriation or waste of public equipment, property, or supplies due to negligence or willful acts;
- (7) Conviction of a misdemeanor or felony where the type of crime is related to their employment;
- (8) Unauthorized absence from duty;
- (9) Outside employment without authorization;
- (10) Excessive absenteeism or tardiness;
- (11) Dishonesty;
- (12) Workplace violence;
- (13) Discourteous treatment of public or other employees;
- (14) Working overtime without authorization;

- (15) Violation of the provisions of the Personnel System, these Personnel Rules, or department rules;
- (16) Other conduct not consistent with the employee's status as an employee of the City.
These reasons are indicative and not restrictive, and discipline may be based on reasons other than those specifically mentioned above.

B. TYPES OF ACTION

- (1) The City follows a system of progressive discipline depending upon the grounds for discipline. It is further the policy of this City that a system of progressive discipline be utilized with the objective of correcting inappropriate employee conduct before such conduct has an adverse effect on the Personnel System and City generally, or becomes impractical to correct.
- (2) Disciplinary actions listed in order of severity, are as follows:
 - (a) Reprimand. A written statement placed in the employee's personnel file, describing the deficiencies in the employee's conduct, the corrective action required, and period of time allowed for correction;
 - (b) Suspension. A period of time during which the employee is not permitted to exercise his/her duties or to appear at his/her workplace. Suspension may be with or without pay and for any period of time;
 - (c) Salary Decrease. A decrease in salary to the next lower step within the salary range;
 - (d) Demotion. A transfer of an employee to a position in the Personnel System having a lower maximum rate of pay. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications;
 - (e) Discharge. A termination of an employee's services.
- (3) Discipline-Suspensions of three (3) days or more, salary decreases, demotions or dismissals. This section provides the sole, exclusive method of appealing suspensions for three (3) days or more, salary decreases, demotions or dismissals. Appeals of discipline for suspensions of one or two days and written reprimands are provided in Section 21 - Grievance Procedure of these rules.
- (4) The disciplinary actions of reprimand and suspension for a period not exceeding ten (10) working days may be imposed by a department head or the City Manager. More severe disciplinary actions may be recommended by a department head, but shall only be imposed by the City Manager.

C. EXEMPTIONS

Any probationary employee, City Manager, City Attorney, or positions designated as management, hourly, or temporary may be discharged or subject to other disciplinary measures without cause and without right of appeal or hearing.

D. PROCEDURES

No disciplinary action shall be taken without compliance with these provisions and those stated in Section 21 of these rules unless imposed on those employees listed in Section 2.24.030 of the Norwalk Municipal Code who may be disciplined at any time without cause and without a right of appeal or hearing.

(1) Notice of Intent

Whenever the appropriate authority intends to suspend for three (3) days or more, reduce in pay, demote, or dismiss a non-probationary General Unit employee, the appropriate authority shall give the employee a written Notice of Intent to Discipline which states:

- (a) The disciplinary action intended;
- (b) The specific charges upon which the action is based;
- (c) A factual summary of the grounds upon which the charges are based;
- (d) Notice of the employee's right to respond to the charges either orally or in writing to the appropriate authority;
- (e) The employee's right to review and copy all the materials upon which the intended discipline is based;
- (f) The date, time, and person before whom the employee may respond in no less than five (5) working days;
- (g) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being implemented.

Final Notice

If, after the response or the expiration of the employee's time to respond to the Notice of Intent, the appropriate authority decides to proceed with the disciplinary action, a Final Notice shall be served upon the employee either in person or by mail.

(2) Removal of Employee from Duty

- (a) The City shall not discharge a non-probationary General Unit employee, other than those listed in Section 2.24.100 of the Norwalk Municipal Code and the City Manager, City Attorney, and other positions designated management, temporary or hourly, without cause;
- (b) Where retention in active work status would be detrimental to the best interest of the City, the employee or other employees, the employee may be removed from duty immediately or within less than ten (10) working days after the Notice of Intent. However, such removal shall not cause the employee loss of pay or benefits.

(3) Appeal

- (a) Within ten (10) working days after service upon the employee of the Final Notice (15 days if service is by mail), the employee may appeal the disciplinary action to the Personnel Appeals Board.
- (b) Every appeal shall be taken by way of written Notice of Appeal filed with the Director of Human Resources prior to the expiration of the appeal period.
- (c) An appeal shall contain a notice of the employee's intent to appeal, setting forth specific facts upon which the appeal is based, a specific reference to the disciplinary action upon which the

appeal is taken and the nature of the relief sought. Every Notice of Appeal shall be signed by the appellant or the appellant's representative.

- (d) The Director of Human Resources shall, as soon as possible, undertake all necessary actions to convene the Personnel Appeals Board, including scheduling a request for approval of the composition of the Board by the City Council. The hearing before the Personnel Appeals Board shall be conducted as set forth in the procedure for hearings. The decision of the Board shall be advisory only. The Board shall decide whether to recommend to the City Manager that the action complained of be sustained, rejected, or modified. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the penalty recommended by the Board, if any.
- (e) The recommendation of the Personnel Appeals Board and the record of the proceedings held before it shall be filed with the City Manager. The City Manager shall consider such record and recommendation and shall make a final determination affirming, rejecting, or modifying the prior determination on the matter. The final determination of the City Manager shall be in writing and shall be delivered to the employee personally or by registered mail, and to the department head, and a copy shall be placed in the employee's personnel file.
- (f) Within ten (10) working days after receipt of a copy of the final determination reached by the City Manager, the employee may file with the City Clerk a written request for a hearing of the issue before the City Council. At its next regular meeting, the City Council shall determine whether to hear the matter, and if so, whether such hearing shall be de novo or limited to a review of the record of the hearing before the Personnel Appeals Board, to determine if the City Manager's decision was supported by substantial evidence. Any hearing shall be conducted pursuant to the rules of procedure set forth in Municipal Code, Section 2.24.120. Upon the conclusion of any review or hearing the Council shall cause its findings and decision to be prepared in writing, adopted by motion or resolution of the Council, and filed as a permanent record by the Director of Human Resources. Copies shall be forwarded to all persons affected. The decision of the Council shall be final.
- (g) Failure of an employee to take any action required by this Article within the time limits permitted shall be deemed a waiver of all further rights of appeal.
- (h) An employee may have a representative of his/her choice with him or on his/her behalf at each stage of the appeal process.

The Discipline Article provides the sole, exclusive method of appealing discipline listed in section 1 above. Appeal of discipline for suspensions of 1 to 2 days and written reprimands is provided in the Grievance Procedure.

LAYOFF AND RESIGNATION

LAYOFF

The Director of Human Resources may layoff an employee because of material change in duties or organization, or shortage of work or funds. The Director of Human Resources shall notify the employee affected and the department head of the reasons for the action. The decision to lay off an employee shall not be subject to appeal. If the reduction in personnel is necessary solely for economic reasons, the seniority rule shall be observed in putting the reduction into effect, with seniority to be determined among persons in the same classification.

In the event of a layoff, employees shall be laid off by inverse seniority within the same classification. Employees to be laid off shall have the option to revert to a lower classification previously held. The least senior employee in the lower classification shall be laid off or have the option of bumping to a previously held lower classification in lieu of layoff.

RESIGNATION

An employee wishing to leave City service in good standing shall file with the Department Head, at least two weeks before leaving the City Service, a written resignation stating the effective date and reasons for leaving. The resignation letter shall be forwarded to the Director of Human Resources with a statement by the department head as to the resigned employee's service performance and other pertinent information concerning the cause for resignation.

TRAINING OF EMPLOYEES

A. TRAINING OF EMPLOYEES

Responsibility for developing training programs for employees shall be assumed by the Director of Human Resources and Department Heads. Training programs may include lecture courses, demonstrations, assignment of reading matter, and such other devices as may be available for the purpose of improving the effectiveness and broadening the knowledge of municipal employees in the performance of their duties.

B. CREDIT FOR TRAINING

Participation in and successful completion of special training courses may be considered when making advancements and promotions. Evidence of such activity shall be filed by the employee with the Director of Human Resources.

C. APPOINTMENT OF DEPARTMENT DIRECTORS

The City Manager shall be responsible for all appointments to the position of Department Directors, and may use any method of filling such position which he/she determines will result in the most qualified person available being hired for the position; provided, however, that the provisions of the City's Equal Employment, Affirmative Action Plan shall be complied with.

Action – Oriented Programs

Underutilization of women and minorities job groups warrant continued affirmative action techniques in outreach efforts to locate qualified applicants from protected classes, both in the external labor market and in the internal workforce. The following steps will be taken to achieve EEO/AAP goals:

1. Analysis of External Recruitment Practices;
2. Identification of Individual Recruitment Outreach Efforts;
3. Coordination of Employee Development and Training;
4. Enhancement of Employee New Hire Orientation
5. Diversity and Harassment Training

Sexual Harassment Policy

It is a violation of City of Norwalk policy for any manager or supervisor to use his or her official authority or position to make any sexual requests, demands, or advances toward any employee, and specifically any employee over whom a manager or supervisor is authorized to make or recommend any Human Resources actions; grant, recommend or refuse to take any Human Resources action because of sexual favors; or take or fail to take a Human Resources action as a reprisal against any employee for rejecting or reporting a sexual request, demand or advance.

Non-management employees and co-workers are also warned against making unwelcome sexual advances toward co-workers. The City of Norwalk will take corrective action up to and including termination of the employee that has been found to violate this policy. Employees are encouraged to report incidents of sexual harassment at work by supervisors, co-workers, or even non-employees who are on the worksite to conduct business with or without permission. Any employee who has a complaint or concern is encouraged to discuss the matter with his or her supervisor, the Human Resources Department, or any management person who he or she feels is appropriate, without any fear of reprisal. Procedures are available that address the personal privacy of those involved in any complaint. The detailed Discrimination and/or Discriminatory Harassment in Employment Policy is included.

Statistical Analysis of Employment Practices

Norwalk Transit has tracked its employment practices statistically and concluded that there is no evidence of discrimination among its practices. While the data below is a snapshot of the current workforce, NTS will start tracking employment practices data according to FTA guidelines provided in FTA C. 4704.1A in order to provide more a more meaningful statistical analysis in the future. Due to the hardship and unexpected consequences in relation to the global health pandemic, Norwalk was unable to solidify all statistical tracking systems. Norwalk has implemented practices to track hires, promotions, training, terminations, and disciplinary actions to identify any possible discriminatory practices through statistical means.

Employment Practices Data

Gender	Race	Ethnicity	HC	M	F	Black Non-Hispanic	Hispanic	White Non-Hispanic	Asian Non-Hispanic	DISABLED	VETERAN	TRAININGS (7/1/18-6/30/21)	PROMOTION (Hire to Current)	DISCIPLINE (7/1/18-6/30/21)	TERMINATION DATE (7/1/18-6/30/21)
M	B	N	N	1	0	1	0	0	0	N	N	None	Promoted to Executive Director of Regional	None	N/A
F	W	N	N	0	1	0	0	1	0	N	N	APC Operation Analyst - Basics Features Covered: Replay, Exceptions Processing, NTD Adjustments & Trip sampling; APC Operation Analyst - Advanced Features Covered: DataPoint NTD Reporting, Business Intelligence APC Operation Analyst - Advanced Features Covered: DataPoint NTD Reporting, Business Intelligence Reporting; APC Operation Analyst - Basics Features Covered: Replay, Exceptions Processing, NTD Adjustments & Trip sampling; Leadership & Management Development Transit Paratransit Management Certificate Program; Spring Legislative Conference FTA Procurement Workshop; Disadvantaged Business Enterprise Course Leaves, Leaves & More Leaves (Payroll related)	N/A	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	15th Annual FTA Drug and Alcohol Program National Conference; Drug & Alcohol Program Manager (USDOT-FTA 49 CFR Part 40 and Part 655); A Supervisor's Guide to Understanding and Managing Employee Rights: Labor, Leaves,	N/A	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	None	N/A	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	15th Annual FTA Drug and Alcohol Program National Conference; A Supervisor's Guide to Understanding and Managing Employee Rights: Labor, Leaves, Best Practices in Cashiering, Mandatory Preventing Discrimination & Harassment Training (biennial); A Supervisor's Guide to Understanding and Managing Employee Rights: Labor, Leaves, and Accommodations; ADA Sensitivity & Customer	N/A	None	N/A
F	A	N	N	0	1	0	0	0	1	N	N	None	N/A	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	None	N/A	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	None	N/A	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	None	N/A	None	N/A
F	H	H	Y	0	1	0	1	0	0	N	N	None	N/A	None	N/A
F	W	N	N	0	1	0	0	1	0	N	N	None	N/A	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	None	N/A	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	None	N/A	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	None	N/A	None	N/A
M	B	N	N	1	0	1	0	0	0	N	N	15th Annual FTA Drug and Alcohol Program National Conference	None	None	N/A

Employment Practices Data

Gender	Race	Ethnicity	HC	M	F	Black Non-Hispanic	Hispanic	White Non-Hispanic	Asian Non-Hispanic	DISABLED	VETERAN	TRAININGS (7/1/18-6/30/21)	PROMOTION (Hire to Current)	DISCIPLINE (7/1/18-6/30/21)	TERMINATION DATE (7/1/18-6/30/21)
F	W	N	N	0	1	0	0	1	0	N	N	Mandatory Preventing Discrimination & Harrassment	None	None	N/A
F	B	N	N	0	1	1	0	0	0	N	N		None	None	N/A
F	B	N	N	0	1	1	0	0	0	N	N	Mandatory Preventing Discrimination & Harrassment	None	Written Reprimand (9/2018)	N/A
F	W	N	N	0	1	0	0	1	0	N	N	NTI Building Diversity Skills in Transit Workplace, Mandatory Preventing Discrimination & Harrassment Training (biennial)	None	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Transportation Safety Institute (TSI) Certificate - Instructors Course for Transit Trainers	None	None	N/A
M	W	N	N	1	0	0	0	1	0	N	N	Mandatory Preventing Discrimination & Harrassment	None	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Mandatory Preventing Discrimination & Harrassment	None	1- 2 Day Suspension (2/2019) 1- Written Reprimand (4/2021)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Mandatory Preventing Discrimination & Harrassment	None	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	2 - Written Reprimands (4/2021, 5/2021)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	2 - Day suspension (4/2019); Written Reprimand (8/2020, 5/2021, 6/2021), 1-1 Day Suspension (8/2020)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	B	N	N	1	0	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	2 - Written Reprimand (7/2018 & 6/2019); 1-1day suspension (8/2018) & 1- 2 day suspension (6/2019); 1- Written Reprimand (3/2020)	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	2 - Written Reprimand (7/2019, 9/2019) 1- Written Reprimand (4/2021)	N/A
M	A	N	N	1	0	0	0	0	1	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1- 2 day Suspension (2/2019)	N/A
M	A	N	N	1	0	0	0	0	1	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1- 1 day Suspension (6/2020)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	4 - Written Reprimands (10/2018, 11/2018, 12/2018, 1/2019) 1 - 2 day Suspension (10/2019) 1 - 2 day Suspension (2/2020) 1 - 2 day Suspension	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1- Written Reprimand (2/2020)	N/A

Employment Practices Data

Gender	Race	Ethnicity	HC	M	F	Black Non-Hispanic	Hispanic	White Non-Hispanic	Asian Non-Hispanic	DISABLED	VETERAN	TRAININGS (7/1/18-6/30/21)	PROMOTION (Hire to Current)	DISCIPLINE (7/1/18-6/30/21)	TERMINATION DATE (7/1/18-6/30/21)
F	B	N	N	0	1	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	B	N	N	1	0	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1- Written Reprimand (2/2021)	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	2- Written Reprimand (7/2018, 11/2018)	N/A
F	B	N	N	0	1	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1-1 Day Suspension (11/2018)	N/A
M	B	N	N	1	0	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1- Written Reprimand (8/2019) 1- Written Reprimand (2/2021)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1- 2 - Day Suspension (8/2018) 1- Written Reprimand (12/2019)	N/A
F	B	N	N	0	1	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	3 - Written Reprimand (12/2018, 3/2019)	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1- Written Reprimand (6/2021)	N/A
M	W	N	N	1	0	0	0	1	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1- Written Reprimand (8/2019) 1- Written Reprimand (2/2021)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	B	N	N	1	0	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1- Written Reprimand (1/2019) 1- 1 Day Suspension (5/2019) 2- Written Reprimand (10/2019, 05/2020) 1- 1 Day Suspension (4/2020) 2- Written Reprimand (8/2020) 1- 1 Day Suspension (8/2020), 1- 2 Day Suspension (8/2020)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	Promoted from Trainee to PT Coach Operator	None	N/A
M	H	H	N	1	0	0	1	0	0	N	Y	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1- Written Reprimand (5/2019) 1- Written Reprimand (1/2020)	N/A
M	B	N	N	1	0	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	H	N	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1- Written Reprimand (8/2019)	N/A

Employment Practices Data

Gender	Race	Ethnicity	HC	M	F	Black Non-Hispanic	Hispanic	White Non-Hispanic	Asian Non-Hispanic	DISABLED	VETERAN	TRAININGS (7/1/18-6/30/21)	PROMOTION (Hire to Current)	DISCIPLINE (7/1/18-6/30/21)	TERMINATION DATE (7/1/18-6/30/21)
M	H	N	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
F	H	N	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	H	N	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	3 - Written Reprimands (8/2018, 11/2018, 2/2019); 1 - 3 Day Suspension 1 - Written Reprimand (3/2020) 1 - Written Reprimand (6/2020) 1 - Written Reprimand (4/2021)	N/A
M	H	N	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (9/2018)	N/A
F	B	N	N	0	1	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (5/2021)	N/A
M	H	N	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	2 - Written Reprimand (8/2018, 11/2018), 1-1 day suspension (2/2019), 1-2 day suspension (10/2018)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (10/2018), 1-1 day suspension (9/2018)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (10/2020), 1 - 1 Day Suspension (2/2021)	N/A
F	H	N	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (8/2020), 1 - 1 Day Suspension (3/2021)	N/A
M	B	N	N	1	0	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	Promoted from trainee to P/T Coach Operator	1 - Written Reprimand (5/2019)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (6/2021)	N/A
M	B	N	N	1	0	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (8/2019)	N/A
F	B	N	N	0	1	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	H	N	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (3/2020) 1 - Written Reprimand (10/2020)	N/A
M	H	N	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	2 - Written Reprimands (2/2021, 12/2020)	N/A

Employment Practices Data

Gender	Race	Ethnicity	HC	M	F	Black Non-Hispanic	Hispanic	White Non-Hispanic	Asian Non-Hispanic	DISABLED	VETERAN	TRAININGS (7/1/18-6/30/21)	PROMOTION (Hire to Current)	DISCIPLINE (7/1/18-6/30/21)	TERMINATION DATE (7/1/18-6/30/21)
F	B	N	N	0	1	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (3/2021)	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	2 - Written Reprimand (8/2018, 2/2019)	
F	B	N	N	0	1	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (10/2018), 1-1 Day Suspension (9/2018)	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Original Commercial Driver's License Training	None	2 - Written Reprimands (2/2021, 12/2020)	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
F	B	N	N	0	1	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	2 - Written Reprimand (7/2018, 10/2018); 2 - Written Reprimand (8/2019, 2/2020); 1 - 2 Day Suspension (3/2020)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - 1 Day Suspension (1/2018)	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Original Commercial Driver's License Training	Promoted from Trainee to PT Coach Operator 1/10/20	None	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	2 - Written Reprimand (10/2018, 12/2018), 1-1 day suspension (1/2018)	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	Promoted from Trainee to PT Coach Operator	None	N/A
M	B	N	N	1	0	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (5/2020) 1 - Written Reprimand (8/2020)	N/A
M	B	N	N	1	0	1	0	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	1 - Written Reprimand (1/2019)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	Promoted from Trainee to PT Coach Operator	1 - Written Reprimand (1/2021)	N/A
F	H	H	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	3 - Written Reprimands (9/2020, 3/2021, 5/2021)	N/A
F	H	N	N	0	1	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	None	None	Separation 1/7/2019
M	W	N	N	1	0	0	0	1	0	N	N	Annual Verification of Transit Training (VTT) - 8 hrs classroom instruction	Promoted from Trainee to PT Coach Operator	1 - Written Reprimand (1/2019)	N/A
M	H	H	N	1	0	0	1	0	0						Separation 12/21/2018
M	B	N	N	1	0	0	0	0	0						Separation 11/21/2018
M	W	N	N	1	0	0	0	1	0	N	N	None	None	None	N/A

Employment Practices Data

Gender	Race	Ethnicity	HC	M	F	Black Non-Hispanic	Hispanic	White Non-Hispanic	Asian Non-Hispanic	DISABLED	VETERAN	TRAININGS (7/1/18-6/30/21)	PROMOTION (Hire to Current)	DISCIPLINE (7/1/18-6/30/21)	TERMINATION DATE (7/1/18-6/30/21)
M	W	N	N	1	0	0	0	1	0	N	N	FTA Procurement Cert, In-Use Off-Road Diesel Vehicle Regulation, ACT Expo, HAZWOPER, APTA, CTA 51st Fall Conf, NTHHS Architecture, Mandatory Preventing Discrimination &	None	None	N/A
M	B	N	N	1	0	0	0	1	0	N	N	None	None	None	N/A
F	H	N	N	0	1	0	1	0	0	N	N	None	None	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	HAZWOPER, Facility Underground Storage Tank Training	Promoted to Lead Mechanic on 11/10/13	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	HAZWOPER, Mandatory Preventing Discrimination & Harrassment Training (biennial)	Promoted to Lead Mechanic on 3/9/08	1 - Written Reprimand (11/2019)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	None	None	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	MGM Brake	None	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	MGM Brake	None	1 - Written Reprimand (11/2018)	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Mandatory Preventing Discrimination & Harrassment	None	1 - Written Reprimand (11/2018)	N/A
M	A	N	N	1	0	0	0	0	1	N	N	Facility Underground Storage Tank Training	None	None	N/A
M	H	N	N	1	0	0	1	0	0	N	N	MGM Brake, Mandatory Preventing Discrimination & Harrassment Training (biennial)	None	None	N/A
M	H	H	n	1	0	0	1	0	0	N	N	None	None	None	N/A
M	A	N	N	1	0	0	0	0	1	N	N	OCTA State Certified Apprentice Mechanic Program	None	None	N/A
M	H	H	N	1	0	0	1	0	0	N	N	Original Commercial Driver's License Training	None	None	N/A
F	B	N	n	0	1	1	0	0	0	N	N	None	None	2 - Written Reprimand	N/A
F	B	N	N	0	1	1	0	0	0	N	N	None	None	None	Separation 12/14/2018
F	H	N	N	0	1	0	1	0	0	N	N	OCTA State Certified Apprentice Mechanic Program	None	None	N/A

Monitoring & Reporting Systems

An annual report which outlines the utilization of minorities and women is submitted to the City Council on an annual basis. The EEO Officer reviews the report to ascertain underutilization, advises Department Heads of any underutilization and increases outreach efforts to address the situation. NTS has designed and implemented an audit and reporting system that:

- Continually measures the degree to which EEOP/AAP program goals and objectives are being achieved through verification of proper dissemination, analysis of statistical employment practices, tracking timeframes to achieve goals, and eliminating all identifiable barriers.
- Monitors EEO progress which is reviewed semi-annually among hiring officials to evaluate current EEO goals and statistics on employment practices and policies. This progress allows NTS to take corrective action in its EEO practice throughout the year, if necessary.
- Evaluates procedures in conjunction with the Human Resources Department for applicant tracking, employment recordkeeping, and other critical components of the EEOP, including monitoring of subrecipients' EEO programs, contractors' EEO programs, union contracts, and complaints.
- Tracks all EEO program-related meetings held between the EEO Officer and management, topics covered during meetings, and follow-up actions.

A database of all NTS's applications for employment will be created and will contain the following information: date of application, name of the applicant, referral source, title of position applied for, whether the applicant was interviewed, race and gender identification and determination (whether the applicant was hired or not). This primary employment recordkeeping is the responsibility of the Human Resources Department. The EEO Officer will establish a data management system for maintaining and analyzing data using an excel spreadsheet.

- The Equal Employment Opportunity Officer will conduct semi-annual reviews to ensure EEOP problems encountered are identified, corrective actions are implemented, and progress is achieved in resolving any deficiencies.
- The Equal Employment Opportunity Officer will obtain feedback on the implementation of EEO programs through follow-up meetings with managers, communications with employees, and evaluation of Authority records and reports involving enforcement of EEO/AAP policies and practices. Employees are encouraged to file an EEO complaint if they believe that their rights under the Affirmative Action Policy have been violated.

All EEO complaints alleging discrimination based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class will be recorded and tracked upon receipt. The following information will be recorded: when a complaint is filed, the EEO officer will provide written acknowledgement of the complaint to the complainant within thirty (30) days. An investigation report will be submitted to the City Manager within fifteen (15) working days following the determination and any recommendation. The City Manager shall issue a final determination based upon a review of the report.

Reporting of the progress of the EEO Program and monitoring results will occur on a semi-annual between the EEO Officer and the City Manager.

Subrecipient and Contractor Oversight

NTS, as a recipient of Federal Transit Administration (FTA) grant funding, must ensure that its subrecipients, contractors, subcontractors, and lessees with safety sensitive employees administer their EEO programs in accordance with the requirement in FTA Circular 4704.1A. To effectively monitor subrecipients, contractors, subcontractors, and lessees' EEO programs NTS will abide by the following procedures:

1. An annual review of subrecipients and contractors EEO programs.
2. An annual site visit to ensure proper posting of the EEO policy statement and verification of dissemination.
3. Annual review of subrecipients and contractor's EEO goals, statistics on employment practices, and policies.
4. Periodic meetings to discuss the progress of the EEO program and the monitoring results.

Appendix 1 – The City of Norwalk’s Personnel Rules and Regulations

CITY OF NORWALK

PERSONNEL

RULES AND

REGULATIONS

November 19, 2003



**RULES AND REGULATIONS
FOR THE PERSONNEL SYSTEM
OF THE CITY OF NORWALK**

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**RULES AND REGULATIONS
FOR THE PERSONNEL SYSTEM
OF THE CITY OF NORWALK**

November 19, 2003

SECTION 1 - DEFINITIONS

All terms contained herein shall be consistent with the definitions set forth in Section 2.24.020 of the Norwalk Municipal Code. The system of rules and regulations for the City Personnel System set forth herein may hereinafter be referred to as the "City Personnel Rules."

SECTION 2 - APPLICATION

Unless otherwise specified herein, the City Personnel Rules shall apply to all General Unit employees, and shall not apply to persons in the offices, positions or employment set forth in Section 2.24.030 of the Norwalk Municipal Code and the City Manager, City Attorney and other positions designated management, hourly or temporary, except as outlined in Section 2.24.050 for hourly employees. Employees in these offices and positions serve at the will of the City Manager or City Council. Such employees may be discharged at any time without cause and without a right to a hearing.

SECTION 3 - QUALIFICATIONS FOR EMPLOYMENT

A. CITIZENSHIP

At the time of employment all persons employed by the City shall be citizens of the United States or legal residents for purposes of employment.

B. LOYALTY OATH

The Loyalty Oath set forth in Section 3 of Article XX of the Constitution of the State, as upheld by the California Supreme Court, shall be taken and subscribed by every employee and officer.

C. EMPLOYMENT OF EMPLOYEE RELATIVE PROHIBITED

Any relative of an elected or appointed official or of a City employee shall be prohibited from employment in any position in the same department as such official or employee or where such relative would have the potential for creating adverse impact on safety, or security or would be directly or indirectly supervised by or would be a supervisor of such official or employee. For purposes of this section, "relative" shall mean spouse, child, stepchild, parent, sister, brother, grandparent, grandchild, mother- or father-in-law, sister- or brother-in-law, daughter- or son-in-law, sister- or brother-in-law, daughter- or son-in-law, stepmother, stepfather, stepbrother, stepsister, half-sister or half-brother. Any employee whose immediate family member status may change as the result of marriage may continue employment, provided, that this does not create an adverse impact on supervision, safety or security. Should any such employee subsequently leave City employment, he/she will not be eligible for rehire except as set forth in this section.

SECTION 4 - COMPENSATION

A. SALARY STEPS

The letters, "A", "B", "C", "D", "E", respectively, shall denote the various steps in each salary range. Compensation shall generally be paid as follows:

- (1) Salary Step "A" upon initial employment for a period of one year from the salary anniversary date.
- (2) Salary Step "B" upon completion of one year of employment in Salary Step "A."
- (3) Salary Step "C" upon completion of one year of employment in salary Step "B."
- (4) Salary Step "D" upon completion of one year of employment in Salary Step "C."
- (5) Salary Step "E" upon completion of one year of employment in Salary Step "D."

Advancement from Steps "A", "B", "C", and "D" shall be made if the employee has demonstrated satisfactory job performance and normally increasing productivity as established by the employee performance evaluation, and upon recommendation of the department head, subject to the approval of the Director of Human Resources.

B. NONADVANCEMENT

If an employee is not advanced from one step to the next, the department head shall establish a period of time at the end of which the situation shall be reviewed to determine if a step advancement should be made, or another review period established. Any future step advancements shall be granted only pursuant to the provisions of Subsection "A" of this section, and the time periods for determining future step advancements shall be calculated from the date the step advancement following review is granted.

C. EMPLOYMENT AT HIGHER STEPS

When it appears that the educational background and/or previous training or experience of a potential new employee are substantially superior to those required of a position and justify a beginning salary in excess of the beginning Step "A" salary, the Director of Human Resources may authorize appointment to a position at an appropriate higher step.

D. SALARY ON CHANGE IN RANGE ASSIGNMENTS

Whenever a classification is reallocated to a higher salary range, the employees in such classifications shall be placed upon the same step in the higher salary range as they occupied in the old range. The employee shall retain the service time on such step which employee had at the time of the reassignment.

E. MERIT INCREASES

A merit increase is an advancement to a higher step made before completion of the normal step interval set forth in Subsection "A" of this section. A merit increase may be approved by the Director of Human Resources upon a recommendation of the department head, upon presentation of evidence indicating that the work of the employee has been outstanding in quality and quantity. A merit increase shall not affect the date on which step advancement would otherwise be made, and the employee may be advanced to the next step upon completion of one year from the date the employee began receiving compensation at the step prior to receiving the merit increase.

F. SALARY ON PROMOTION

An employee promoted to a position in a higher pay range from his/her present position which is an upward progression of related job duties from his/her present position shall be placed at a step in the new range which provides at least a five

percent (5%) salary increase, except that in no case will the employee receive a salary higher than the top step of the new range. The determination of the relationship between the old position and the new position shall be made by the Director of Human Resources. An employee acquires a new salary anniversary date upon promotion, and becomes eligible for subsequent step increases in accordance with the Salary Step schedule.

G. SALARY ON RECLASSIFICATION

Whenever a position is reclassified and the incumbent is to stay in the position, the incumbent will be placed at a step equal to the employee's current salary. If there is no step equal to the employee's current salary, the employee should be placed on the closest step that is above the employee's current salary. In the event the salary for the new position is below that of the employee's current salary, that employee shall retain the salary for the old position until the new salary range equals or exceeds the employee's current salary (y-rate).

H. HIGHER CLASSIFICATION PAY

Each employee who is required to perform the duties of a different classification with a higher salary range than the employee's current classification, shall be compensated at either 5% above their regular base rate (but in no case to exceed Step E) or be placed at Step A of the classification for which they are performing duties whichever is greater from the 11th consecutive working day on such assignment.

I. SALARY ON REEMPLOYMENT

A person reemployed may be placed upon the same step of the salary range as he/she occupied immediately prior to separation, and the anniversary date shall be the date of reemployment.

J. OVERTIME

(1) COMPENSATION

- (a) Overtime will be any time worked by the employee in excess of forty (40) hours per week. Flextime will be any time worked as overtime but intended and utilized as time off at straight time in the same work week in which it was earned. In determining overtime, vacation and paid holidays taken during the week shall be considered as hours worked. Any other leaves of absence or time spent in optional training shall not be considered as hours worked for the purpose of

calculating overtime. Prior to an employee working an extended schedule, the supervisor shall determine, upon request of the employee, whether the time is to be charged as overtime or flextime.

- (b) All overtime work shall be approved in writing and in advance by the department head; where this is impracticable, such approval in writing shall be sought by 9 a.m. of the following working day.
- (c) For overtime work, employees may be granted compensatory time off or payment at the discretion of the department head, taking into consideration budgeted funds of the department, and Fair Labor Standards Act regulations, if appropriate. When approval for the overtime is given, the employee shall determine from the department head whether compensation for such overtime shall be in the form of compensatory time or payment. Compensatory time off shall be during regular working hours. Compensatory time off shall first be taken during the same week in which it was earned if at all possible, and shall be equal time off for the number of overtime hours worked. If the time cannot be taken off during the same week, it can be accrued at the rate of one and one-half times the hours of overtime worked up to a maximum of 240 hours (160 hours worked). Compensatory payment shall be at the rate of one and one-half times the employee's regular hourly rate of pay.
- (d) For the health and welfare of employees, overtime work should be kept to the minimum consistent with protection of the lives and property of residents, and the efficient operation of the City departments and activities. Employees may be assigned to work overtime only if no qualified employees volunteer to work at such time. If an employee is assigned to work overtime he/she shall accept such assignment. Failure to work assigned overtime may be grounds for discipline, pursuant to the provisions of Section 12 of the City Personnel Rules.

(2) ASSIGNMENT

Whenever possible a list shall be drawn by each department of volunteers to work overtime/flextime. Overtime/flextime shall be assigned to employees who are qualified by management to work the overtime/flextime assignment in the following manner:

- (a) Workers still at the job site shall be canvassed in order of seniority.

- (b) If no worker present accepts the overtime assignment, the volunteer list shall be called until the first volunteer accepts the assignment.
- (c) If no volunteer is available and the overtime assignment is mandatory, the seniority list shall be called in inverse order to make an involuntary assignment.
- (d) In those cases where, for record keeping reasons, the preparation and maintenance of the list is too cumbersome, management shall assign overtime in compliance with paragraphs (a), (b), and (c) as much as possible.
- (e) In all cases, once an employee has worked overtime his/her name shall go to the end of the list.

(3) PROFESSIONAL TIME

The City agrees to provide those employees who are determined to be exempt from the overtime provisions of the Fair Labor Standards Act and who are not management employees, with 16 hours off during the fiscal year to be used as Professional Time. The use of the days and their scheduling shall be at the employees' discretion with prior approval of supervisor.

Additionally, these employees shall have the right to accrue Professional Time on an hour for hour basis at straight time of up to 104 hours per year as compensation for work that extends beyond forty (40) hours in one week.

The professional time accrued in a fiscal year must be taken by the end of the fiscal year following the fiscal year in which it is earned.

A supervisor has the discretion to require an employee to utilize accrued Professional Time by the end of June of the fiscal year after it is earned or to pay for the accrued Professional Time as of June 30 of that fiscal year. For employees who are promoted to management status, the Professional Time shall be used within one year of change or paid by the City at the employee's last base salary rate at which it was earned.

Employees who are reclassified to exempt status from the Fair Labor Standards Act overtime provisions shall retain any accumulated bank of compensatory time. The compensatory time shall be used within one year of the change of status or paid by the City at the employee's last base salary rate at which it was earned.

(4) CALL BACK

All General Unit employees who are called out for emergencies after their normal work shift and have left work will receive their regular pay plus 50% premium pay (or compensatory time off at the discretion of the department head) for the hours actually worked.

All General Unit employees who are called out for emergencies will receive a minimum of two (2) hours call back time, from the time until the normal work day is completed until 12:00 midnight. Any call backs after 12:00 midnight until 5:00 a.m. will receive a minimum of three (3) hours callback time. If an employee is called out at 12:00 midnight and has to work until 5:00 a.m., employee will have the following options:

- (a) Employees will call the Division Supervisor and notify the supervisor of the situation. The Division Supervisor will then decide if the employee should (1) use call back time and stay at home, or (2) get an adequate amount of sleep and then report to work;
- (b) Accrue compensatory time;
- (c) Be paid for overtime

K. STANDBY

A General Unit employee who is released from active duty and is not required to remain at the work site but is required to leave word at his/her home or with his/her department where he/she may be reached, or be available by pager, shall receive a maximum of \$120.00 per each week he/she is assigned.

TRANSIT HOLIDAY STANDBY PAY

Transportation Operations Supervisors and Equipment Maintenance personnel required on holidays to leave word at his/her home or with his/her department where he/she may be reached shall receive \$33.00 standby pay for each holiday.

L. NIGHT SHIFT

Those General Unit employees whose regularly assigned shift includes 50% or more of the scheduled work hours between the hours of 6:00 p.m. and 6:00 a.m. (hereafter called nightshift) shall receive five percent (5%) greater compensation than other employees in the same classification who work during regular working hours.

Employees assigned to night shift schedules will not lose the differential pay when temporarily reassigned to cover open assignments due to incidental sick leave, vacation, emergencies, etc.

SECTION 5 - APPLICATIONS AND APPLICANTS

A. ANNOUNCEMENT OF EXAMINATION

- (1) Whenever an open competitive examination is to be given for a position, the Human Resources Department staff shall prepare a written announcement of distribution and posting in three public places within the City, and for mailing to such colleges, universities, and employment offices as the Director of Human Resources determines are appropriate for the position, including, but not limited to those located in minority areas. Announcements of all open and promotional openings shall also be posted on bulletin boards at the various City facilities for employees' review. The Director of Human Resources may also undertake whatever other recruiting activities he/she feels are necessary or desirable to fill a particular position in a way which meets the City's goal of obtaining the most qualified employees while implementing the City's Equal Employment, Affirmative Action Plan.
- (2) The Announcement shall include:
 - (a) Title and pay for the position;
 - (b) The nature of the work to be performed;
 - (c) The minimum qualifications;
 - (d) Whether the position is at-will;
 - (e) Whether the position is hourly or full-time;
 - (f) The time and place of examination, if known;
 - (g) The method of applying;
 - (h) The closing date for the application, if one is established;
 - (i) Whether the position is exempt or non-exempt from overtime;
 - (j) Whether or not a valid California driver's license is required.

- (k) Whether a preemployment physical including drug and/or alcohol screen and a psychological screen is required.
- (l) Such other information as seems desirable in the discretion of the Director of Human Resources.

B. APPLICATION FORMS

Job applications shall be made on forms provided by the Human Resources Department. All applications must be completed in full and signed by the person applying.

C. DISQUALIFICATION OF APPLICATIONS

The Director of Human Resources shall reject an application, or after examination, shall disqualify or remove the applicant's name from an eligible list, if the applicant:

- (1) Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;
- (2) Is found to lack any of the requirements, certifications, or qualifications for the position involved;
- (3) Is physically or psychologically unfit for the performance of the position duties and, if disabled, cannot be reasonably accommodated;
- (4) Is found to be a relative of an employee, or elected or appointed official, and is subject to Subsection "C" of Section "3" of these City Personnel Rules;
- (5) Has been convicted of a crime, either a misdemeanor or felony, that relates to the position duties that the applicant would perform;
- (6) Used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment;
- (7) Directly or indirectly obtained information regarding examinations;
- (8) Failed to submit the employment application correctly or within the prescribed time limits.

- (9) The applicant has his/her privilege to operate a motor vehicle in the State of California suspended or revoked within the past twelve months if a drivers license is a requirement for the position.
- (10) For any material cause which in the judgment of the Director of Human Resources would render the applicant unfit for the position, including a prior resignation or termination from the City.

If a current employee's application is rejected because there are more qualified applicants, the employee will be told. If a current employee's application is rejected for reasons other than more qualified applicants have applied for the position, the employee shall be given specific reasons for that rejection. If the employee believes the reason(s) is(are) in error, the employee shall within two (2) days of notification of rejection provide the Director of Human Resources with specifics facts or information which prove an error has been made. The Director of Human Resources shall review the materials and notify the employee either in person or in writing whether or not the application has been reinstated. The Director of Human Resources' decision shall be final.

D. NOTICE OF REJECTION OF APPLICATION

Notwithstanding the provisions of Subsection "8" of Subsection "C" of this section, the Director of Human Resources may permit an applicant to make minor corrections on an application on file, provided that the time limit for receiving applications has not expired. Defective applications may be returned to the applicant with notice to amend and refile, provided that the time limit for receiving applications has not expired. Whenever an application is rejected, notice of such rejection shall be mailed to the applicant by the Human Resources Department.

SECTION 6 - EXAMINATIONS

A. NATURE AND TYPE

Examinations shall consist of selection techniques which will test fairly the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude tests, evaluations of training and experience, other written tests, personal interviews, performance tests, physical agility tests, work samples, medical tests, successful completion of prescribed training, or any combination of these or other tests. The determination of which selection techniques shall be used for any particular position shall be solely within the discretion of the Director of Human Resources. The probationary period shall be considered as a part of the examination process.

Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the position covering only factors related to such requirements. Prior to examination, the Director of Human Resources shall inform applicants of the selection technique chosen. All examinations shall be supervised by the Director of Human Resources or designee.

B. CONDUCT OF EXAMINATION

After the time limit for receiving applications for a particular position has expired, the Director of Human Resources shall determine the applicants who meet the minimum qualifications for the positions. The chosen applicants shall then be given further examination of the nature and type set forth in subsection "A" of this section in order to obtain a score and ranking on the eligible list. If the Director of Human Resources determines that the total number of applicants that meet the minimum qualifications is insufficient, he/she may terminate the process.

C. PROMOTIONAL

Promotional examinations may be conducted whenever the needs of the service require. Promotional examinations may include any of the techniques described in subsection "A" of this section, or any combination of them. Only City employees who meet the requirements set forth in the examination announcement may compete in promotional examinations.

D. OPEN COMPETITIVE

Open competitive examinations may be administered periodically as the needs of the city service require.

E. SCORING AND QUALIFYING GRADE

Failure in one part of the examination, or to meet established standards described in the job announcement may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination.

F. NOTICE OF RESULTS

Each applicant shall be notified by mail of the examination results, including the final earned score and ranking on the eligible list, if applicable.

G. INSPECTION OF EXAMINATION PAPERS

Any candidate shall have the right to inspect his/her own examination results during normal working hours within three business days after the notices of examination results are mailed. Any error in computation, or incorrectly scored written test answers which are called to the attention of and confirmed by the Director of Human Resources shall be corrected, and the final score shall be adjusted accordingly. Such corrections shall not, however, invalidate appointments previously made. Examination results of applicants are not subject to inspection by the public nor by other applicants. To the extent permitted by law, references and oral rating sheets shall be confidential and shall not be open to inspection by the applicant nor by the public.

H. APPEAL OF GRADE

Within the time period permitted for inspection by subsection "G" of this section, an applicant may appeal the grade assigned on any part of an examination. The appeal shall be in writing and shall state the specific grounds for reconsideration. All appeals and correspondence relating thereto shall be submitted to the Director of Human Resources for consideration. The Director of Human Resources may permit the appellant to be heard. Within five (5) working days from receipt of appeal, the Director of Human Resources shall make a determination of the final grade, which shall be final for all purposes.

SECTION 7 - METHOD OF FILLING VACANCIES

A. ELIGIBLE LIST

After completion of an open or promotional examination, the Director of Human Resources shall prepare and keep available an eligible list consisting of the names of candidates who passed the examination, arranged in order of final score, from the highest to the lowest. Notwithstanding any other provision of these rules, if there are less than four names on an eligible list, the Director of Human Resources may declare such list void and fill the position(s) by any method permitted by these Personnel Rules, including, but not limited to, undertaking new recruiting and testing procedures. Eligible lists shall become effective upon certification by the Director of Human Resources.

B. ELIGIBLE LIST DURATION

Eligible lists shall remain in effect three months, unless sooner exhausted or unless extended by the Director of Human Resources. The Director of Human Resources

may abolish a list with less than four names or may extend the list at any time prior to the expiration of the list if he/she determines that it is in the best interest of the City to do so.

C. REMOVAL OF NAME

The name of any person appearing on an eligible list shall be removed by the Director of Human Resources or designee if the eligible so requests in writing, or fails to respond to a notification of an opening from the Director of Human Resources or designee.

D. TYPE OF APPOINTMENTS

Vacancies may be filled by reemployment, promotion, transfer, demotion, appointment of hourly employees, or from the appropriate eligible list, if available. No specific list shall have priority over other lists. The Director of Human Resources shall decide in what manner the vacancy is to be filled.

E. REQUEST TO FILL VACANCY

Whenever a position is to be filled, the department head shall notify the Director of Human Resources in writing.

F. APPOINTMENTS

- (1) The Director of Human Resources shall make all appointments. When a position is to be filled from a promotional or open eligible list, the Director of Human Resources shall choose from the specified list one of the top ten (10) candidates on the eligible list. If no person among the top ten (10) candidates indicates a willingness to accept the appointment, the Director of Human Resources may make the appointment from among the remaining names on the eligible list, may request a new examination and establish a new eligible list, or may fill the position by any other method authorized by these Personnel Rules.
- (2) The person accepting appointment shall report to the Director of Human Resources or designee on the date designated by the Director of Human Resources; otherwise, the applicant shall be deemed to have declined the appointment.

SECTION 8 - PROBATIONARY PERIOD

A. TIME

The probationary period shall be six (6) months of actual and continuous service.

B. EXTENSION

Upon request of the department head, the Director of Human Resources may extend an employee's probationary period beyond six (6) months under either of the following circumstances:

- (1) Should a probationary employee be on leave whether paid or unpaid (except for holidays) for a total of five or more days, whether consecutive or not, during the six-month probationary period, the probationary period shall be extended by the number of working days the employee was on leave during the probationary period;
- (2) If the department head determines that further time is required to observe the employee's work performance to determine if the employee is performing satisfactorily and otherwise fulfilling all requirements of employment. Such extension shall not exceed six (6) months.

C. COMPLETION OF PROBATIONARY PERIOD

Fifteen days prior to the termination of the probationary period the department head shall notify the Director of Human Resources in writing whether or not the service of the probationer shall be continued or terminated, or whether he/she requests that the probation be extended pursuant to subsection "B" of this section. A copy of said notice shall be placed in the employee's personnel file. The provisions of this section are for administrative purposes only, and shall not be deemed to give a probationer any additional rights.

SECTION 9 - PERFORMANCE EVALUATION AND REPORTS

A. PERFORMANCE EVALUATION

Performance evaluation is an on-going process and the Director of Human Resources shall provide a method of reporting of individual employee performance which may relate to quantity and quality of work, ability, reliability, discipline, attendance, and other factors. The Director of Human Resources or designee shall prescribe forms for such performance evaluations and shall be responsible for assuring that such

evaluations are adequate to provide information to both the employee and the City for the purposes set forth in this section. An employee must give satisfactory performance and meet expected standards in order to be eligible for an increase in salary or promotion. Deficiencies in performance by an employee may result in a decrease in salary, demotion, or dismissal.

B. PERFORMANCE REPORTS

Department heads shall periodically rate the performance of each employee, provided, however, that the department heads may delegate the responsibility for rating the performance of specified employees in their departments to that employee's supervisor. Interim reports may be completed as necessary when changes in work performance occur. Each employee shall be informed in such reports of his/her strengths and weaknesses. The reports may be inspected by the employee, the employee's departmental supervisor(s), the employee's department head, the Director of Human Resources, and other management staff as appropriate and the City attorneys, but shall not be open to any other persons, unless the employee specifically authorizes such other person to inspect the report(s), or the Director of Human Resources determines the report(s) to be relevant evidence in any hearing procedure conducted under these Personnel Rules.

C. APPEAL OF PERFORMANCE REPORT

A General Unit employee shall have the right to appeal any performance report in accordance with the appeal procedure in the Personnel System.

SECTION 10 - ATTENDANCE AND LEAVES

A. ATTENDANCE, REQUIRED TIMES, AND HOURS OF WORK

Employees shall be in attendance at their work in accordance with the rules regulating hours of work, holidays, and leaves. City offices and facilities, except those for which special regulations may be required, shall be open for business on all days of the year except Saturdays, Sundays, and holidays. The basic work week shall be forty hours. Employees for whom necessity requires a different schedule shall work according to regulations prepared by the respective department head and approved by the Director of Human Resources.

B. ABSENCE FROM WORK

Employees shall not be absent during working hours for any reason without the prior approval of the department head. If an employee finds it necessary to be absent, such

absence must be reported to the immediate supervisor or department head at least one-half hour before the start of the work schedule, if telephones are in operation, or as soon as the switchboard is open. Failure on the part of an employee to report an absence shall be cause for disciplinary action unless waived by the Director of Human Resources for extenuating circumstances.

C. RECORDS

All departments shall keep daily attendance records of employees.

D. HOLIDAYS

- (1) Municipal offices shall be closed and all full-time employees shall receive paid time off for the observance of the following holidays:

New Year's Day
Dr. Martin Luther King, Jr. Day
President=s Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Floating Holidays*
Such other days as may be authorized by City Council

*All regular full-time employees will be entitled to two (2) floating holidays at the beginning of each fiscal year. If an employee does not complete the probationary period prior to June 30, the employee will not be eligible for the two (2) floating holidays for that fiscal year. All floating holidays must be taken within the fiscal year credited, with prior approval of the department head.

(2) POLICY

Unless City Council directs otherwise, whenever an actual City Holiday ("Actual Holiday") falls on a Sunday, then the following Monday shall be considered the City Holiday ("Recognized Holiday"); when an actual City Holiday falls on a Saturday, the preceding Friday shall be considered the City Holiday ("Recognized Holiday"). When, pursuant to authorization by a department head, a General Unit employee is required to work on an Actual

or Recognized Holiday, the General Unit employee shall be compensated at the rate of one and one-half times regular pay (premium pay), or shall receive time off during regular working hours equal to the actual number of hours worked on the holiday (compensatory time). If a General Unit employee works both the Actual Holiday and the Recognized Holiday, the General Unit employee shall receive premium pay or compensatory time for the Actual Holiday only, and shall receive regular pay for the Recognized Holiday. Prior to working on the holiday, the General Unit employee shall determine from the department head whether compensation shall be in the form of premium pay or compensatory time. This holiday policy does not apply to exempt employees.

E. SICK LEAVE

- (1) Sick leave is not a right which an employee may use at his/her discretion but shall be allowed only in case of actual sickness or disability, including the first three days of work-connected disability;
- (2) No sick leave with pay shall be granted while an employee is in his/her probationary period, but if permanent status is achieved, sick leave credit will be allowed for time served as a probationer;

A 3,000 hour Hourly Unit employee who is promoted to a full-time position, shall have the right to use any previously earned sick leave while serving their probationary period in the new promotional classification. However, the probationary period will be extended by the amount of time used.

- (3) Credit for sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month of service for General Unit employees. Any sick leave used shall be deducted from the accrued credit. Unused sick leave credit may be accumulated up to a total of 720 hours. Every General Unit employee accruing unused sick leave days beyond the maximum number provided in this section shall receive on the first pay day following the employment anniversary date payment for any sick leave accrued in excess of the maximum accumulation permitted. Monetary compensation for sick leave accrued in excess of the maximum shall be payable at the same rate as ordinary sick leave;
- (4) An employee intending to be absent on sick leave shall advise his/her immediate supervisor on each day of absence at least thirty minutes before the start of his/her daily duties, providing telephones are in operation, or as soon as the switchboard is open. An employee hospitalized or convalescing from surgery, illness, or injury may state the estimated time of absence on

such sick leave at the first report and need not make any further report for such period, but would be required to report within 2 days if such period changes. Failure to meet any reporting requirements may lead to discipline up to and including termination. Failure to report may be excused for good cause by the Director of Human Resources.

With sick leave that is for three or more consecutive working days, a physician's certificate stating the cause of absence shall be required unless waived by the Director of Human Resources. Where a supervisor or department head suspects abuse of this leave article, said department head may require the employee to provide a physician certificate stating the cause of absence when sick leave is for one or two days. Sick leave absence reports must be submitted by the employee to the department head on the first day he/she returns to work. The department head may request the supervisor to advise the employee of the requirement. Any employee absent for an extended period due to surgery, injury, or long illness may be required to undergo a physical examination by a City-designated physician before returning to his/her position duties.

- (5) Compensation for sick leave shall be in the amount the employee would earn during the sick leave period if working at his/her current rate of pay and work schedule without the inclusion of overtime earnings;
- (6) Sick leave pay shall not be allowed in the following situations:
 - (a) While an employee is on an authorized vacation, unless hospitalized during this time, or leave of absence without pay;
 - (b) While an employee is laid off;
 - (c) While an employee is absent from duty on account of disability arising from any sickness or injury purposely self-inflicted or caused by his/her willful misconduct;
 - (d) If the employee is not, in fact, sick or incapacitated from performing his/her job;
 - (e) If the employee has performed private or other public work while on sick leave;
 - (f) For doctor's visits or treatment required by an employee following an absence for a work-connected disability, unless the employee provides written documentation satisfactory to the Director of Human

Resources that the visit or treatment is not available during the employee's off-duty hours; or,

- (g) If the absence from work is for any other reason without approval of the Director of Human Resources.
- (7) City Holidays occurring during sick leave shall not be counted as days of sick leave.
- (8) No credit for accrued sick leave shall be permitted when an employee's employment terminates with less than five (5) years service. If a General Unit employee has five (5) or more years of service, upon termination the employee shall be compensated at his/her current rate of pay for a percentage of the total accumulated unused sick leave, calculated in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Compensation Rate</u>
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

When termination is caused by the death of a General Unit employee with five (5) or more years of service, payment shall be made in accordance with the schedule set forth above to the estate of such employee; however, the City may, at its option, pay said sum to a surviving spouse or to such other person or persons as the employee shall have designated in writing, filed with the City prior to death, if no probate or administration of the employee's estate is contemplated.

(9) Family Sick Leave

- (a) A General Unit or 3,000 hour Hourly Unit employee shall be authorized six (6) months accrual of sick leave to attend to an illness of a child, parent or spouse. Child shall include biological, foster, adopted, step-child, legal ward or child standing in loco parentis. Parents shall include biological, foster, adoptive, step-parent or legal guardian.

Restrictions placed upon the use of sick leave by an employee as set forth in Article 19 of the MOU shall apply to the use of Family Sick Leave.

This benefit is not cumulative.

The City may require a doctor's certificate to verify the illness or disability of the family member.

- (b) Up to 12 workweeks of leave without pay for family and medical care leave will be granted employees who have worked a minimum of 1250 hours in the 12 months preceding the date of the leave as is outlined in the Family and Medical Leave Act. As specified in the Act, the City will maintain the level of benefits the employee is entitled to per the Memorandum of Understanding with the employee responsible for maintaining a timely schedule of payments for any employee portion of cost.

With a timely request by the employee and verification, such leave will be approved in the following instances:

- (1) for the birth or adoption of a child of the employee
- (2) to care for a newborn child of the employee
- (3) to care for the employee's parent, child or spouse who has a serious health condition
- (4) for placement of a child for foster care or
- (5) for the employee's own serious health condition which makes the employee unable to perform his/her job.

F. VACATION

(1) Vacation Accrual

All General Unit employees who have completed one (1) year of continuous service shall earn vacation as follows:

Years of Continuous Service

Length of Vacation

Less than 5 years

80 hours

5 years, but less than 10 years

120 hours

10 years or more

160 hours

(2) Vacation Scheduling

Employees will be given the opportunity to request vacation dates in blocks of five (5) consecutive work days or more each year, or in one week increments in the event of other than 5/8 shifts. The employee shall submit a written request to his/her supervisor by the last working day of the year by the following method. Vacation requests will be for the twelve (12) month period commencing the following February 15. The employee's supervisor will respond by January 30 as to approval or denial of the employee's request.

In those circumstances where employees wish to break their vacation into several increments of five or more days, their first choice shall be granted by seniority. After all first choices have been granted, second choices shall be allocated by seniority, etc.

Vacation time requested after the last working day of the year shall be granted in compliance with paragraphs 1 and 2 above but will in no case conflict with the vacation time requested in advance of the last working day of the year.

Choices of vacation dates shall be granted wherever practical, but the operating requirements of the City, as determined by the director of each department, shall prevail. Where more employees than can be spared request a particular period, preference will be in order of seniority, provided the remaining employees are qualified to do the work. Management's needs to fill operating requirements of the City shall prevail in paragraphs 1, 2, and 3.

(3) Holidays During Vacation

If a legal holiday occurs while an employee is on vacation, such holiday time shall not be deducted from the amount of vacation to which the employee is entitled.

(4) Unused Vacation

Where possible, vacation leave should be taken annually and not accumulated from year to year. However, if employees are not able to take the vacation accrual time before their subsequent anniversary date, employees may, with

approval of their department head, defer the accrued vacation for use in succeeding years. Employees shall not accumulate vacation in excess of the equivalent number of days earned in the immediately preceding twenty-four (24) month period. The employee shall be paid for accrued vacation in excess of the equivalent number of days earned in the immediately preceding twenty-four (24) month period.

(5) Management Employees

Vacation accruals for management employees will be limited to one year following the year in which the vacation was earned. If vacation leave is not taken within 12 months following the year in which it was accrued, then the employee will receive an automatic payoff for that vacation at the end of the fiscal year.

Management employees may receive a voluntary payoff at the end of each fiscal year for unused vacation leave which has accumulated during that year.

Under extraordinary circumstances, as determined by the City Manager, the City Manager may authorize a carryover of accumulated vacation leave for an additional six (6) months; but, in no case will a second extension be granted without approval by the City Council.

(6) Vacation Upon Termination

General Unit employees who terminate their employment with the City shall be paid for all accrued vacation, if any.

In the event of the death of an employee, payment shall be made to the estate of such employee if probate of the estate is contemplated. If probate or administration of the employee's estate is not contemplated, the City may, at its option, pay said sum to a surviving spouse, or to such other person or persons as the employee shall have designated in writing to the City prior to his/her death.

G. LEAVE OF ABSENCE WITHOUT PAY

An employee who desires a leave of absence without pay, not to exceed one year, shall file a written request with the department head for approval by the Director of Human Resources or City Manager stating his/her position, title, the beginning and ending dates of the proposed leave, and reasons for such request. Leaves of absence without pay may be granted for illness exceeding accumulated sick leave, child care absences exceeding maternity disability leave, special duty for another governmental

agency, extension of vacation time, or any other reason which is deemed to be in the best interests of City government. The Director of Human Resources shall have the authority to grant leaves of absence without pay for periods not to exceed one month.

Requests for leaves of absence without pay for periods exceeding 30 calendar days shall require City Manager approval.

Leaves of absence without pay shall constitute a break in employment for the purpose of determining employment status and shall constitute a termination of all rights and benefits of employment except the right to reemployment as provided herein. Upon return following an approved leave of absence, the employee shall resume the status and have the rights, benefits, and accumulations thereof which he/she had on the last day preceding such leave of absence. Failure on the part of an employee on leave to report promptly at its expiration may be cause for disciplinary action including discharge. Employees on family and medical leave shall be entitled to a continuation of medical benefits without pay.

H. WORKER'S COMPENSATION.

- (1) Any employee who suffers bodily injury or sickness occurring in the course and scope of employment as contemplated by the Worker's Compensation Law of the State of California shall be entitled to benefits as provided by that Law. If the employee wishes to go to his/her own doctor he/she must have a memo placed in the employee's file in the Human Resources Department indicating the name, address and phone number of the physician. If a note is not in the file, the employee must go to the employer's doctor for the first 30 days.
- (2) A leave of absence for an industrial injury shall not be considered a break in service for the purpose of rights to salary adjustment, sick leave, vacation, or seniority to which an employee would be entitled if not absent. If on the day of the accident the employee is sent home by the doctor, he/she will receive full salary for that day. If the employee has to be off beyond the day of the accident, he/she may request the use of accumulated sick leave or vacation for the next three days of absence. Beginning the fourth day of industrial leave, the employee will be paid disability compensation as stipulated by California State Law, and will be allowed to supplement such compensation to full base salary with accrued benefits such as sick, vacation or other paid leave. Upon return to work from an industrial leave, if the employee's doctor sends him or her home at some future date for the same injury or illness, the employee will also receive full salary for the remainder of that day.

- (3) An employee will only receive payment for absences authorized in writing by the attending physician. The employee must provide his/her department head with these written authorizations within 24 hours after the visit to the doctor.

I. MILITARY LEAVE

- (1) Military leave for active duty shall be granted in accordance with the provisions of State and Federal law. Employees entitled to military leave shall furnish the department head with a copy of the military order to serve and shall give the department head an opportunity within the limits of military regulations to determine when such leave shall be taken.
- (2) No person shall be appointed in probationary or regular status to a position in place of an employee on military leave.

J. DEATH OR ILLNESS OF FAMILY MEMBER

(1) Bereavement Leave

Family, for purposes of Bereavement Leave, shall include: employee's parent (or stepparent, mother-in-law, father-in-law), spouse, son, daughter (or stepson, stepdaughter, son-in-law, daughter-in-law), brother, sister (or brother-in-law, sister-in-law), grandmother, grandfather, or grandchild, court appointed or other verifiable guardian, as approved by the Director of Human Resources.

In the event of a death in the family of a General Unit or 3,000 hour Hourly Unit employee, upon the request of the employee, the employee shall be authorized up to three regularly scheduled days leave of absence with pay, referred to as Bereavement Leave, respectively to make household adjustments or to attend funeral services.

(2) Death or Illness

In the event of death or illness of a General Unit or 3,000 hour Hourly Unit employee's family member, the department head may authorize immediate vacation leave to the employee so the employee can be with the family member, make household adjustments, or arrange for medical services.

The employee will notify the City prior to actually taking the paid leave and to provide the City with adequate verification of death in the family to support the payment of salary upon return from leave.

K. JURY DUTY

A General Unit employee who is required to report for jury duty shall be granted leave for such purpose under the following conditions:

- (1) The jury notice must be submitted to the department head.
- (2) A letter shall be requested to be submitted by the Human Resources Department if a hardship to the City would be imposed by the employee's absence.
- (3) The employee shall be excused from work each day for the time required to report to the court and shall return to work for the remaining portion of the work shift.
- (4) The employee shall receive his/her regular base salary for the time served up to a maximum of five (5) days per calendar year.
- (5) With adequate notice to the department head and if feasible by the department, employees granted such leave shall be temporarily assigned to work the day shift, with a Monday through Friday work week.

L. SUBPOENA

- (1) An employee served with a subpoena shall, upon service, request such compensation for services as is legally due, and shall immediately notify his/her department head. Absence with pay is authorized whenever the court proceeding relates to an incident arising out of City employment, so long as the employee is not a party in an action against the City, a criminal matter, or a civil matter not originated by the employee, for the time required in court plus a reasonable length of time to report and return. Such employee shall be at work the remaining hours of the work day or be considered absent without pay.
- (2) An employee absent with pay shall promptly pay over to the City all fees received for court attendance, excluding travel, parking and meal allowance, or have an identical amount withheld from the subsequent payroll check.
- (3) Absence for court appearances or other absence mandated by law is authorized whenever the employee initiates legal action over a matter primarily for the employee's own benefit, provided, however, such absence shall be on employee's own time, such as vacation, compensatory time, or floating holiday.

SECTION 11 - REASSIGNMENT, TRANSFER, PROMOTION, AND REEMPLOYMENT

A. REASSIGNMENT

An employee may be reassigned by the Director of Human Resources at any time from one position to another position which is the same or comparable. For reassignment purposes, a comparable position is one with the same maximum salary, involves the performance of similar duties, and requires substantially the same basic qualifications. Reassignments shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in these Personnel Rules.

B. TRANSFER

The Director of Human Resources may approve a request for transfer by an employee to a different position at the same maximum salary to which the employee meets the minimum requirements. After such transfer, the employee shall be subject to a probationary period, but the employee's salary in the new position will depend upon the ability of the employee to perform the duties of the position.

C. PROMOTION

Insofar as practical, and consistent with the best interests of the City Personnel System, all vacancies shall be filled from within the City service after a promotional examination has been given and a promotional eligible list established. If, in the opinion of the Director of Human Resources, the best interests of the City will be served by filling the position by open competitive examination or any other method authorized by these Personnel Rules, instead of by promotional examination, an open competitive examination shall be arranged for the purpose of establishing an open eligible list, or such other action taken as required to fill the vacancy.

D. REEMPLOYMENT

With the approval of the Director of Human Resources, an employee who resigned in good standing may, within two years of such resignation, be reemployed without examination in the same or a comparable position. Upon reemployment, the General Unit employee shall be subject to a six-month probationary period in accordance with these Personnel Rules. No credit for former employment shall be granted in computing benefits.

SECTION 12 - REPRIMAND, SUSPENSION, DEMOTION AND DISCHARGE

A. BASIS FOR ACTION

Employees shall at all times conduct themselves in such a manner as not to reflect discredit upon the City. Every employee is required to provide good conduct and fit and efficient service. Any employee, other than those listed in Section 2.24.030 of the Norwalk Municipal Code, the City Manager, the City Attorney, those positions designated management, and those positions designated hourly, temporary, may be reprimanded, suspended, demoted, reduced in pay, or discharged for any of the following reasons:

- (1) Incompetency or inefficiency;
- (2) Insubordination, or abuse of the employee's position in dealing with other employees or the public;
- (3) Neglect of duty;
- (4) Disruptive, disorderly, or unfavorable conduct;
- (5) Mental or physical incapacity to perform duties, and if disabled are unable to be reasonably accommodated or present a direct threat to the health and safety of others;
- (6) Damage to, misappropriation or waste of public equipment, property, or supplies due to negligence or willful acts;
- (7) Conviction of a misdemeanor or felony where the type of crime is related to their employment;
- (8) Unauthorized absence from duty;
- (9) Outside employment without authorization;
- (10) Excessive absenteeism or tardiness;
- (11) Dishonesty;
- (12) Workplace violence;
- (13) Discourteous treatment of public or other employees;

- (14) Working overtime without authorization;
- (15) Violation of the provisions of the Personnel System, these Personnel Rules, or department rules;
- (16) Other conduct not consistent with the employee's status as an employee of the City.

These reasons are indicative and not restrictive and discipline may be based on reasons other than those specifically mentioned above.

B. TYPES OF ACTION

- (1) The City follows a system of progressive discipline depending upon the grounds for discipline. It is further the policy of this City that a system of progressive discipline be utilized with the objective of correcting inappropriate employee conduct before such conduct has an adverse effect on the Personnel System and City generally, or becomes impractical to correct.
- (2) Disciplinary actions listed in order of severity, are as follows:
 - (a) Reprimand. A written statement placed in the employee's personnel file, describing the deficiencies in the employee's conduct, the corrective action required and period of time allowed for correction;
 - (b) Suspension. A period of time during which the employee is not permitted to exercise his/her duties or to appear at his/her work place. Suspension may be with or without pay and for any period of time;
 - (c) Salary Decrease. A decrease in salary to the next lower step within the salary range;
 - (d) Demotion. A transfer of an employee to a position in the Personnel System having a lower maximum rate of pay. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications;
 - (e) Discharge. A termination of an employee's services.
- (3) Discipline-Suspensions of three (3) days or more, salary decreases, demotions or dismissals.

This section provides the sole, exclusive method of appealing suspensions for three (3) days or more, salary decreases, demotions or dismissals. Appeals of discipline for suspensions of one or two days and written reprimands are provided in Section 21 - Grievance Procedure of these rules.

- (4) The disciplinary actions of reprimand, and suspension for a period not exceeding ten (10) working days may be imposed by a department head or the City Manager. More severe disciplinary actions may be recommended by a department head, but shall only be imposed by the City Manager.

C. EXEMPTIONS

Any probationary employee, City Manager, City Attorney or positions designated as management, hourly, or temporary may be discharged or subject to other disciplinary measures without cause and without right of appeal or hearing.

D. PROCEDURES

No disciplinary action shall be taken without compliance with these provisions and those stated in Section 21 of these rules unless imposed on those employees listed in Section 2.24.030 of the Norwalk Municipal Code who may be disciplined at any time without cause and without a right of appeal or hearing.

(1) Notice of Intent

Whenever the appropriate authority intends to suspend for three (3) days or more, reduce in pay, demote or dismiss a non-probationary General Unit employee, the appropriate authority shall give the employee a written Notice of Intent to Discipline which states:

- (a) The disciplinary action intended;
- (b) The specific charges upon which the action is based;
- (c) A factual summary of the grounds upon which the charges are based;
- (d) Notice of the employee's right to respond to the charges either orally or in writing to the appropriate authority;
- (e) The employee's right to review and copy all the materials upon which the intended discipline is based;

- (f) The date, time and person before whom the employee may respond in no less than five (5) working days;
- (g) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being implemented.

(2) Final Notice

If, after the response or the expiration of the employee's time to respond to the Notice of Intent, the appropriate authority decides to proceed with the disciplinary action, a Final Notice shall be served upon the employee either in person or by mail.

(3) Removal of Employee from Duty

- (a) The City shall not discharge a non-probationary General Unit employee, other than those listed in Section 2.24.030 of the Norwalk Municipal Code and the City Manager, City Attorney, and other positions designated management, temporary or hourly, without cause;
- (b) Where retention in active work status would be detrimental to the best interest of the City, the employee or other employees, the employee may be removed from duty immediately or within less than ten (10) working days after the Notice of Intent. However, such removal shall not cause the employee loss of pay or benefits.

(4) Appeal

- (a) Within ten (10) working days after service upon the employee of the Final Notice (15 days if service is by mail), the employee may appeal the disciplinary action to the Personnel Appeals Board.
- (b) Every appeal shall be taken by way of written Notice of Appeal filed with the Director of Human Resources prior to the expiration of the appeal period.
- (c) An appeal shall contain a notice of the employee's intent to appeal, setting forth specific facts upon which the appeal is based, a specific reference to the disciplinary action upon which the appeal is taken and the nature of the relief sought. Every Notice of Appeal shall be signed by the appellant or the appellant's representative.

- (d) The Director of Human Resources shall, as soon as possible, undertake all necessary actions to convene the Personnel Appeals Board, including scheduling a request for approval of the composition of the Board by the City Council. The hearing before the Personnel Appeals Board shall be conducted as set forth in the procedure for hearings. The decision of the Board shall be advisory only. The Board shall decide whether to recommend to the City Manager that the action complained of be sustained, rejected or modified.

The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the penalty recommended by the Board, if any.

- (e) The recommendation of the Personnel Appeals Board and the record of the proceedings held before it shall be filed with the City Manager. The City Manager shall consider such record and recommendation and shall make a final determination affirming, rejecting, or modifying the prior determination on the matter. The final determination of the City Manager shall be in writing and shall be delivered to the employee personally or by registered mail, and to the department head, and a copy shall be placed in the employee's personnel file.
- (f) Within ten (10) working days after receipt of a copy of the final determination reached by the City Manager, the employee may file with the City Clerk a written request for a hearing of the issue before the City Council. At its next regular meeting the City Council shall determine whether to hear the matter, and if so, whether such hearing shall be de novo or limited to a review of the record of the hearing before the Personnel Appeals Board, to determine if the City Manager's decision was supported by substantial evidence. Any hearing shall be conducted pursuant to the rules of procedure set forth in Municipal Code, Section 2.24.120. Upon the conclusion of any review or hearing the Council shall cause its findings and decision to be prepared in writing, adopted by motion or resolution of the Council and filed as a permanent record by the Director of Human Resources. Copies shall be forwarded to all persons affected. The decision of the Council shall be final.
- (g) Failure of an employee to take any action required by this Article within the time limits permitted shall be deemed a waiver of all further rights of appeal.

- (h) An employee may have a representative of his/her choice with him or on his/her behalf at each stage of the appeal process.

The Discipline Article provides the sole, exclusive method of appealing discipline listed in section 1 above. Appeal of discipline for suspensions of 1 to 2 days and written reprimands is provided in the Grievance Procedure.

SECTION 13 - LAYOFF AND RESIGNATION

A. LAYOFF

The Director of Human Resources may layoff an employee because of material change in duties or organization, or shortage of work or funds. The Director of Human Resources shall notify the employee affected and the department head of the reasons for the action. The decision to layoff an employee shall not be subject to appeal. If the reduction in personnel is necessary solely for economic reasons, the seniority rule shall be observed in putting the reduction into effect, with seniority to be determined among persons in the same classification.

In the event of a layoff, employees shall be laid off by inverse seniority within the same classification. Employees to be laid off shall have the option to revert to a lower classification previously held. The least senior employee in the lower classification shall be laid off or have the option of bumping to a previously held lower classification in lieu of layoff.

B. RESIGNATION

- (1) An employee wishing to leave City service in good standing shall file with the department head, at least two weeks before leaving the City Service, a written resignation stating the effective date and reasons for leaving.
- (2) The resignation letter shall be forwarded to the Director of Human Resources with a statement by the department head as to the resigned employee's service performance and other pertinent information concerning the cause for resignation.

SECTION 14 - MEDICAL REQUIREMENTS

A. MEDICAL (AND/OR PSYCHOLOGICAL) EXAMINATION

- (1) All persons appointed to a General Unit position in the City service shall be required to pass a medical examination by a City-designated, licensed physician or surgeon immediately upon such appointment which may include drug and alcohol screening for certain specified classifications. New appointees may be required to pass a psychological examination prior to initial appointment.
- (2) Any employee transferred or reassigned to a position requiring more exacting physical qualifications shall be examined by a City-designated, licensed physician prior to assuming the duties of the new position.
- (3) Personnel may periodically be interviewed regarding personal health history and examined by a licensed physician. The Director of Human Resources, with the assistance of the various department heads, shall determine, upon the basis of the type of work and other pertinent factors, the frequency of such examinations.
- (4) The Director of Human Resources may require an employee returning from illness or injury to undergo a physical examination by a City-designated physician before returning to his/her position duties.
- (5) Whenever an examination discloses a condition that is not a danger to others, but which may probably affect efficient service, it is the responsibility of the employee to correct the condition, if possible, or to accept whatever action must be taken by the City because of his/her failure to perform satisfactorily on the job.
- (6) Whenever a General Unit employee is found to have a condition that may reasonably be expected to be a danger to his/her co-workers or to the public, or which render him/her unable to perform the functions required of his/her position, it will be the responsibility of the Director of Human Resources and the department head to take such action as is necessary to assure the safety of other employees and of the public. If the employee cannot be placed in a different job with the same or a comparable position or classification and be able to perform the functions required in such job, he/she may be demoted or discharged. Whenever an employee is demoted or discharged for such cause, the Director of Human Resources shall advise the employee in writing of the reasons and the date such action shall become effective.

- (7) A General Unit employee who is disciplined because of medical or physical conditions may appeal such action pursuant to the procedures in these Personnel Rules. The disciplinary action shall be stayed until the conclusion of such appeal, unless the condition is a threat to public safety.

B. MEDICAL STATEMENT

- (1) Appointments, transfers, or periodical examinations shall be subject to a statement by the examining physician filed with the Director of Human Resources to the effect that:
 - (a) The candidate does have the health and physical qualifications for the position as outlined in specifications developed pursuant to Subsection "D" of this section;
 - (b) Any physical incapacities found are not such that job performance will be below the accepted level for the position, and will not constitute a danger to the candidate or to others; and,
 - (c) The candidate has been advised of any problems which should or could be remedied.
- (2) The detailed history and record of the physical examination shall be kept in the files of the Human Resources Department, and shall not be available for inspection unless such inspection is authorized by the employee or on a needs to know basis as determined by the Director of Human Resources.

C. ARRANGEMENT FOR EXAMINATIONS

All required medical examinations shall be at the expense of the City by physicians approved by the City Council.

D. PHYSICAL SPECIFICATIONS

The Director of Human Resources and the various department heads may work out for the various positions the physical specifications and health requirements which shall be considered by examining physicians.

SECTION 15 - LIGHT-DUTY POSITIONS

The City will make every attempt to establish temporary light duty assignments on an as needed basis for physically and/or mentally disabled employees who are disabled as a result

of their work-related injury. Female employees who, because of pregnancy, child birth or related medical condition request, with the advice of their health care provider, an accommodation shall be given if such an accommodation is reasonable.

SECTION 16 - TRAINING OF EMPLOYEES

A. TRAINING OF EMPLOYEES

Responsibility for developing training programs for employees shall be assumed by the Director of Human Resources and department heads. Training programs may include lecture courses, demonstrations, assignment of reading matter, and such other devices as may be available for the purpose of improving the effectiveness and broadening the knowledge of municipal employees in the performance of their duties.

B. REIMBURSEMENT POLICY

- (1) The Director of Human Resources may authorize General Unit employees to attend training courses in approved schools or programs, excluding graduate and extension courses, at the City's expense. Courses or training must be related to the employee's position or to a position in the City to which he/she may reasonably expect to be promoted in the future.

Prior to enrollment, an employee shall submit a tuition reimbursement request form outlining the course or program and costs, and shall obtain the department head's and Director of Human Resources' approval. Supplies and transportation must be obtained at the employee's expense. The expense of required textbooks will be paid for by the City.

All educational reimbursement shall be subject to the availability of funds budgeted in each fiscal year, and it shall be the responsibility of the employee to determine if sufficient monies remain in the fund before submitting a request for reimbursement. Funds will be issued on a first-come, first-served basis.

An employee shall complete a college or university course or a training course with a grade of C or better or reimburse all funds authorized by the City. An employee who receives training pursuant to this section shall remain in City employment for one year from the date the class or program begins, or reimburse the City one-half of the tuition expense. The conditions may be waived only by the Director of Human Resources.

- (2) The fund for educational reimbursement shall be \$3,500 per year. Any unused educational funds from the preceding year will be added to the current year's fund of \$3,500 up to a maximum fund of \$5,000. At no time will the City be required to contribute more than \$3,500 in any one year to the Educational Reimbursement fund.
- (3) Employees wishing to be reimbursed for educational expenses shall have until August 31 of each year (April 30 for summer courses) to submit his/her request for reimbursement (up to a maximum of 12 units per semester). All approved requests received prior to required dates will receive an equitable portion of the existing fund. Requests received after the required dates will be processed on a first-come, first-served basis if any funds remain.
- (4) Reimbursement for courses taken will be paid at the rate of the cost of the course up to the current maximum dollar amount for 3 unit courses offered at California State Universities in effect during the school year in which the course was taken.

C. CREDIT FOR TRAINING

Participation in and successful completion of special training courses may be considered when making advancements and promotions. Evidence of such activity shall be filed by the employee with the Director of Human Resources.

SECTION 17 - REPORTS AND RECORDS

A. SERVICE RECORDS

The Director of Human Resources shall maintain a service or personnel record for each employee showing the name, titles of position(s) held, department(s) to which assigned, salaries, changes in employment status, information required under the Equal Employment, Affirmative Action Plan of the City, and such other pertinent information as the Director of Human Resources deems necessary.

B. CHANGE-OF-STATUS REPORT

Every appointment, transfer, promotion, demotion, change of salary rate, and any other temporary or permanent change in the status of any employee shall be reported to the Director of Human Resources.

C. DESTRUCTION OF RECORDS

Service and payroll records shall be kept permanently. All other records relating to personnel, including correspondence, applications, examinations, and reports, may be destroyed two years after any employee has left employment, unless otherwise required by law.

D. PERSONNEL FILES

(1) Viewing Files

An employee, or employee's representative, with written consent and waiver of privacy rights, shall be entitled to review all of the employee's personnel file.

If an employee wishes to view his/her personnel file, employee will schedule an appointment with the Human Resources Department staff a minimum of 24 hours in advance of viewing time.

(2) Photocopy Charge

If an employee wishes to have a photocopy of any of the documents in his/her personnel file, employee will pay the fee charged by the City at that time for photocopies.

(3) Placing Documents in Personnel Files

An employee shall be provided with copies of all documents that are to be placed in employee's personnel file and shall have the right to add his/her written response to negative documents, and or performance evaluations within ten (10) working days of receipt of the copy.

(4) Letters of Reprimand

Once an employee receives a letter of reprimand he/she will have ten (10) working days to respond in writing explaining why the letter of reprimand is being challenged and request a meeting with the Director of Human Resources. The Director of Human Resources will then determine whether or not the reprimand letter should be placed in the employee's personnel file as written or in a modified form.

(5) Removal of Documents from Personnel File

An employee may request that letters of reprimand be removed from his/her personnel file after a period of three (3) years. The employee shall submit a written request to the Director of Human Resources. If the Director of Human Resources determines that it is appropriate to remove the reprimand letter from the personnel file, the document shall be placed in a sealed file kept separate from the personnel file. Both the Director of Human Resources and the employee shall initial the file over the sealing tape and the file can only be opened by legal process, written consent of employee or if employee puts the reprimand in issue.

SECTION 18 - RULES AND REGULATIONS

A. RULES AND REGULATIONS

The City Manager may, by Administrative Order, establish and publish reasonable Rules and Regulations consistent with the requirements of the Norwalk Municipal Code and these Personnel Rules, to further guide employees in their personal conduct, to deal with other personnel and employment relationships, and to assist in the observance and effectuation of the principles and provisions of the City Personnel System and these Personnel Rules.

B. POLICIES

Employees shall comply with all Policies of the City Manager. Failure to comply with any Policy may be grounds for discipline under the provisions of Section 12 of these Personnel Rules.

SECTION 19 - APPLICATION TO CITY MANAGER

These Personnel Rules shall be deemed to apply to the City Manager, but only to the extent they do not contradict any provision of Norwalk Municipal Code Section 2.24.030, specific exclusions set forth herein or any contractual agreement to which the City Manager may be subject.

SECTION 20 - APPLICATION TO MANAGEMENT EMPLOYEES

A. GENERAL APPLICATION

The provisions of these Personnel Rules shall not apply to management employees except where expressly included. The City Council shall determine those employees who are deemed to be management employees, and shall set forth such determination in the resolution establishing the Table of Organization.

Management employees serve at the will of the City Manager and may be removed at any time without cause and without a hearing or appeal except as provided by Section 2.24.100 of the Norwalk Municipal Code.

B. APPOINTMENT OF DEPARTMENT HEAD

The City Manager shall be responsible for all appointments to the position of department head, and may use any method of filling such position which he/she determines will result in the most qualified person available being hired for the position; provided, however, that the provisions of the City's Equal Employment, Affirmative Action Plan shall be complied with.

C. TEMPORARY PROMOTION TO DEPARTMENT HEAD

The City Manager may grant a salary increase to any employee temporarily appointed to a management position.

D. OVERTIME AND MANAGEMENT LEAVE.

- (1) Management employees shall not be entitled to any compensation for overtime work pursuant to Subsection "J" of Section "4" of these Personnel Rules.
- (2) Management employees shall be entitled to sixty-four (64) hours of Management Leave per fiscal year, which shall be credited to the employee on the date of their appointment prorated on an hourly basis for that fiscal year and on the first day of the fiscal year. Prior approval of the supervisor shall be obtained before a management employee may take time off as Management Leave.
- (3) Any time off taken as Management Leave shall be scheduled so as not to inconvenience or interfere with the functioning of the City.

- (4) Management leave must be used within the fiscal year it is credited.
- (5) Upon termination of employment, management employees shall not be entitled to any compensation for accrued management leave.

E. NONPROBATIONARY POSITIONS

Management employees do not serve in positions for which a probation period is established. Any management employee may be discharged without cause or be subjected to other disciplinary measures, and shall have no right of hearing or appeal, except as provided by Section 2.24.100 of the Norwalk Municipal Code.

SECTION 21 - GRIEVANCE PROCEDURE - (GENERAL UNIT)

A. DEFINITION OF GRIEVANCE

A grievance shall be defined as a timely complaint by an employee concerning the interpretation or application of the express provisions of a Memorandum of Understanding and/or Personnel and/or Departmental Rules excluding disciplinary terminations, pay decreases, demotions and suspensions without pay for three (3) business days or more. For suspensions of three (3) days or more, demotions or discharges see Section 12-D of these rules. Disciplinary letters of reprimand and suspensions of up to two (2) business days, and appeals of performance evaluations can be appealed up through Level Three of this appeals procedure.

B. BUSINESS DAYS

Business days shall mean calendar days, exclusive of Saturdays, Sundays, and legal holidays recognized by the City.

C. TIME LIMITS FOR FILING WRITTEN FORMAL GRIEVANCES

The time limit for filing written formal grievances shall be strictly construed but may be extended by mutual written agreement evidenced and signed by a duly authorized representative of the City and the grieving party. If a grievance is not appealed to the next level within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the grieving party may elect to treat the grievance as denied at that level and may immediately appeal the grievance to the next level.

D. REPRESENTATIVE IN PRESENTATION OF GRIEVANCES

The grieving party may request the assistance of another person or persons of his/her own choosing in presenting the grievance at any level of the formal process or may represent himself/herself.

E. INFORMAL PROCESS

Level One - Immediate Supervisor

An employee must first attempt to resolve the grievance on an informal basis by discussion with his/her immediate supervisor within ten (10) business days after the first occurrence giving rise to the grievance, or within ten (10) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The supervisor will give his/her answer to the employee by the end of the tenth (10th) business day following the presentation of the grievance. The giving of such answer will terminate Level One. An employee may have a representative of his/her choice present during the informal grievance meeting with the immediate supervisor.

F. FORMAL PROCESS

Level Two - Department Head

If the grievance is not settled at Level One, the grievant may, within ten (10) business days after the termination of Level One, appeal the grievance in writing to the department head on the form provided by the City. The department head shall schedule a meeting with the grievant to take place within ten (10) business days from the date the grievance is referred to Level Two. The department head shall render a written decision regarding the grievance by the end of the tenth (10th) business day following the date of the meeting. The giving of such reply will terminate Level Two.

Level Three - Director of Human Resources

If the grievance is not resolved at Level Two, the grievant may, within ten (10) business days after the termination of Level Two, appeal the grievance in writing on the City-provided form to the Director of Human Resources. The Director of Human Resources shall schedule a meeting with the grievant to take place within ten (10) business days from the date the grievance is referred to Level Three. The Director of Human Resources shall render a written decision regarding the grievance by the end of the tenth (10th) business day following the date of the meeting. The giving of such decision shall terminate Level Three.

Level Four - City Manager

If the grievance is not resolved at Level Three, the grievant may, within ten (10) business days after the termination of Level Three, appeal the grievance in writing on the City-provided form to the City Manager, or his/her designee. The City Manager, or his/her duly authorized designee, shall schedule a meeting with the grievant and his/her designee, if any, to take place within ten (10) business days from the date the grievance is referred to Level Four. The City Manager, or his/her designee, shall render a written decision regarding the grievance by the end of the tenth (10th) business day following the date of the meeting. The giving of such decision shall terminate Level Four.

Level Five - Personnel Appeals Board

If the grievance is not resolved at Level Four, the grievant may, within ten (10) business days after the termination of Level Four, file a written request with the Director of Human Resources requesting a hearing before the Personnel Appeals Board. The Director of Human Resources shall, as soon as possible, undertake all necessary actions to convene the Personnel Appeals Board. The hearing before the Personnel Appeals Board shall be conducted as set forth in Section 21 of these Rules and Regulations. The decision of the Board shall be advisory only. The Board shall, within thirty (30) days following the completion of the hearing, decide whether to recommend to the City Manager that the action complained of be sustained, rejected or modified. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the action, if any, recommended by the Board.

The recommendation of the Personnel Appeals Board and the record of the proceedings held before it shall be filed with the City Manager. The City Manager shall consider such record and recommendation and shall make a final determination affirming, rejecting, or modifying the prior determination on the matter. The final determination of the City Manager shall be in writing and shall be delivered to the grievant personally or by certified mail. The giving of such determination will terminate Level Five.

Level Six - City Council

If the grievance is not resolved at Level Five, the grievant may, within ten (10) business days after the termination of Level Five, file a written request with the City Clerk requesting a hearing before the City Council. The City Council shall, at its

next regularly scheduled meeting, determine whether to hear the matter. If it is determined to hear the matter, the City Council shall determine whether the hearing shall be de novo or limited to a review of the record of the hearing before the Personnel Appeals Board to determine if the City Manager's decision was supported by substantial evidence. Any hearing shall be conducted pursuant to the rules of procedure set forth in the Personnel Rules and Regulations. Upon the conclusion of any review or hearing, the City Council shall cause its findings and decision to be prepared in writing, adopted by motion or resolution of the Council, and filed as a permanent record by the Director of Human Resources. The decision of the City Council shall be final. A certified copy of the decision shall be submitted to the grievant or his/her designee.

SECTION 22 - PERSONNEL APPEALS BOARD HEARINGS

A. HEARINGS

All hearings, before the Personnel Appeals Board shall be private, provided, however, that the employee may request that a hearing be open to the public.

B. SUBPOENAS - The Appeals Board shall if legally authorized, issue subpoenas at the request of either party prior to the commencement of the hearing.

C. PRIOR NOTICE - Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit a list of all witnesses and all exhibits to the Director of Human Resources. The employer's exhibits shall be designated "Management (number)". The employee or Union exhibits shall be designated by "Employee (number)" or "Union (number)". Neither party will be permitted to call during the parties' case-in-chief a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or exhibit.

D. ORAL EVIDENCE

Oral evidence shall be taken only on oath or affirmation, which shall be given by the chairperson of the Personnel Appeals Board, the Mayor, or the reporter, as appropriate.

E. RIGHTS

Both parties to the action shall have these rights: to call and examine witnesses; to subpoena witnesses (pursuant to the procedures of the Government Code); to

introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; and to impeach a witness regardless of which party first called him to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.

F. CONDUCT OF HEARINGS

The hearing need not be conducted according to technical rules relating to evidence and witnesses, but shall be conducted in a manner most conducive to determination of the truth. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded. The chairperson of the Personnel Appeals Board or the Mayor, as appropriate, shall rule on the admission or exclusion of evidence; he/she may obtain assistance from the legal advisor to the Board or Council in making such determination.

G. OFFICIAL NOTICE

Official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this State. Parties present at the hearing shall be informed of the matters to be noticed, and those matters shall be noted in the record, referred to therein, or appended thereto. Any such party shall be given a reasonable opportunity on request to refute the officially noticed matters by evidence or by written or oral presentation of authority.

H. HEARING ORDER

The hearing shall proceed in the following order, unless the hearing body, for special reason, otherwise directs:

- (1) The party imposing discipline or the grievant shall be permitted to make an opening statement;
- (2) The appealing party in a disciplinary matter or the respondent in a grievance shall be permitted to make an opening statement;

- (3) The party imposing disciplinary action or the grievant shall produce the evidence on his/her part;
- (4) The party appealing from such disciplinary action or the responding party in a grievance may then open his/her defense and offer his/her evidence in support thereof;
- (5) The parties may then, in order, respectively offer rebutting evidence only, unless the hearing body for good reason, permit them to offer evidence upon their original case;
- (6) Arguments shall be permitted only in the discretion of the hearing body. The party with the burden of proof shall have the right to close the hearing by making the last argument.

I. WITNESS

During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

J. HEARING BODY DETERMINATIONS

The hearing body shall determine relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.

K. PUBLIC/CLOSED SESSIONS

Whether the hearing is held in a public or closed session, after the conclusion of the hearing, the hearing body may deliberate its decision in closed session. No person other than members of the hearing body shall be permitted to participate in the deliberations. The hearing body may request the attendance of legal counsel at any or all discussions solely for the purpose of rendering legal advice to it.

L. CONTINUATION

The hearing and deliberations may be continued from time to time.

M. RECORD OF PROCEEDINGS

A record shall be kept of all proceedings before the hearing body by tape recording and/or a certified court reporter, as determined by the City Manager. A copy of said record shall be provided upon request to the employee whose case is being considered, provided said employee reimburses the City for the cost of reproducing such record.

N. ADDITIONAL, SUPPLEMENTAL RULES

The hearing body may adopt such additional or supplemental rules, regulations and procedures as may be necessary for the fair, orderly and expedient conduct of its business.

NORWALK CITY EMPLOYEES
ASSOCIATION, Local Lodge
1957, District Lodge 947, IAMAW

CITY OF NORWALK

Janet Wright
JANET WRIGHT, PRESIDENT DBR

Eddie L. Adams
EDDIE L. ADAMS, DIR. OF H.R.

Antonio L. Rivera
ANTONIO L. RIVERA

11-24-03
DATE

11-24-03
DATE

Appendix 2 – Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF NORWALK
AND THE
NORWALK CITY EMPLOYEES ASSOCIATION
(GENERAL & HOURLY UNITS)

July 1, 2019 - June 30, 2021



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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF NORWALK
AND THE
NORWALK CITY EMPLOYEES ASSOCIATION
(GENERAL & HOURLY UNITS)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 1st day of July 2019, by and between the CITY OF NORWALK ("City") and the NORWALK CITY EMPLOYEES ASSOCIATION, Local Lodge 1957, District Lodge 947, International Association of Machinists and Aerospace Workers AFL-CIO ("Union").

P R E A M B L E

PURSUANT TO the Meyers-Milias-Brown Act, Government Code (Section 3500, et seq.), and Resolution 2563, the Employer-Employee Relations Resolution of the City of Norwalk, and Resolution 2579 acknowledging the Union as the recognized employee organization of the employees of the City, the City, through its representatives has met with Union representatives and has reached agreement relative to certain adjustments to wages, hours and other terms and conditions of employment.

IT IS AGREED between the City and the Union that the provisions of this MOU shall not be binding on the parties until the MOU is ratified and adopted by resolution by the Norwalk City Council.

ARTICLE 1. RECOGNITION

Pursuant to Government Code, the City hereby recognizes the Norwalk City Employees Association, Local Lodge 1957, District Lodge 947, International Association of Machinists and Aerospace Workers, AFL-CIO as the exclusive representative for those General Unit and Hourly Unit employees employed by the City in the classifications referenced in Appendix "A" of this MOU subject to the applicable provisions of the law. All correspondence shall be directed to the Norwalk City Employees Association c/o 535 West Willow, Long Beach, CA 90806 or as otherwise notified by the Union.

ARTICLE 2. TERM OF MEMORANDUM OF UNDERSTANDING

The Term of this MOU shall commence on July 1, 2019 and end on June 30, 2021.

ARTICLE 3. NONDISCRIMINATION

The City and Union recognize the right of the employees to form, join or participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities. The City and the Union agree that the provisions of this memorandum of understanding shall be applied to employees without discrimination as required by state and federal law.

ARTICLE 4. CITY'S RIGHTS AND RESPONSIBILITIES

City reserves and retains, solely and exclusively, all rights of management which have not been expressly abridged by a specific provision of this MOU and all of its common law rights to manage the City, as such rights existed prior to the execution of this or any previous agreement with the Union or any other union or employee organization. The sole exclusive rights of management, which are not abridged by this MOU, shall include (but are not limited to) the following rights:

To manage the municipality generally and to determine issues of policy; to determine the existence or nonexistence of facts which are the basis of a management decision; to determine the necessity and organization of any service or activity conducted by the City and expand or diminish services; to determine the nature, manner, and extent of services to be provided to the public; methods of financing; types of equipment to be used; to establish, continue, discontinue or modify policies, practices or procedures; to determine and change the facilities, methods, means and personnel by which City operations are to be conducted; to determine and change the number of locations, relocations, and types of operations, and the processes and materials to be included in carrying out all City functions including (but not limited to) the right to contract for or subcontract work or operation; without prejudice to the right of the employee organization to thereafter meet and confer on the effect thereof; to determine the size and composition of the work force, to assign work to employees in accordance with the requirements as determined by the City, to establish and change work schedules and assignments and to establish the days and hours during which employees shall work; to relieve employees from duty for lack of work or similar non-disciplinary reasons; to, in lieu of layoffs, establish schedules which share work among employees in a given department or departments; to determine the order of layoffs in accordance with the Personnel Rules and Regulations of the City; to establish and/or modify productivity programs and standards; to discharge, suspend or otherwise discipline employees for proper cause; to determine job classifications and to reclassify employees; to hire, transfer, promote and demote employees for non-disciplinary reasons; to determine policies, procedures and standards for selection, training and promotion of employees; to establish employee performance standards including (but not limited to) quality and quantity standards and to require compliance therewith; to maintain order and efficiency in its facilities and operations and to establish and promulgate and/or modify rules and regulations to maintain order and efficiency; to introduce newer improved methods, equipment or facilities; to discontinue their performance by employees of the City; to determine the number of hours per day or per week operations shall be carried on, schedules thereof; to determine and schedule the number and types of employees

required to carry out the operations of the City; to assign work to such employees in accordance with requirements determined by management; to take any and all necessary action to carry out its missions in emergency and other situations of unusual or temporary circumstances; to exercise complete control and discretion over its organization and technology in performing its work and services; and to establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

All management rights, powers and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively in the City.

Nothing in this Article is intended to modify the City's obligations under the Meyers-Milias-Brown Act and it is expressly understood in accordance with Article 11 hereof that notwithstanding any other provision of this Article the City shall at all times meet and confer with the Union on all matters relating to employment conditions and employer-employee relations including wages, hours and other terms and conditions of employment of employees within the bargaining unit.

ARTICLE 5. UNION EMPLOYEE REPRESENTATIVE AND ALTERNATE LISTING

A current list of Union employee representatives and the department(s) and/or bargaining unit, which they represent, shall be submitted to the Director of Human Resources. Any changes on this list shall be submitted with the same required information as stated above to the Director of Human Resources within ten (10) working days following such changes.

A General Unit employee who files a grievance or is subject to the disciplinary procedures contained in Article 48, Discipline and Article 50, Grievance Procedure (Section 12 D of the City rules) may designate a union representative to be present at grievance or discipline meetings with City representatives. Meetings or hearings shall be scheduled during the grievant's and/or representative's normal work time, and the grievant and/or representative shall be given paid release time. In the event staffing requirements do not permit scheduling during normal work time, the time shall be flexed.

An Hourly Unit employee who is entitled to representation or who files a grievance as contained in Article 50, Grievance Procedure, may designate a union representative to be present at grievance meetings or hearings with City representatives. Meetings or hearings shall be scheduled during the grievant's and/or representative's normal work time unless staffing requirements are prohibitive. Where staffing requirements are prohibitive, the employee's and/or representative's time shall be flexed. If the meeting is scheduled during the grievant's and/or representative's normal work time, the grievant and/or representative shall be given paid release time.

ARTICLE 6. BULLETIN BOARDS AND DISTRIBUTION OF NOTICES

A reasonable number of bulletin boards will be provided upon which the Union may post notices of official Union business which may include recreational and social affairs, notices

of meetings, benefit programs, trips, elections, appointments and results of elections, excerpts from the Salary Resolution and Personnel Ordinance, bulletins of employee rights, notices of City Council actions, and notices of grievance matters, provided that any notices must be on official Union identified paper and a copy sent to the Director of Human Resources. All posting for bulletin boards must contain the date of the posting and identification of Union as the organization posting the document. The Union will not post information, which is defamatory, derogatory, obscene, or soliciting or encouraging employees to engage in illegal activities.

ARTICLE 7. DUES AND BENEFITS DEDUCTIONS

During the term of this MOU, upon execution of a voluntary written authorization by the employee, the City shall deduct Union dues, benefit program premiums, and voluntary contributions from the pay of employees represented by the Union. The form for this purpose shall be provided by the Union with an agreed disclaimer and the amounts to be deducted for Union dues, benefit premiums and voluntary contributions shall be certified to the City by the designated Union official. Employees who are dues-paying members of the IAMAW may cancel payroll deductions only in the month of June each year. The Union shall assume responsibility of notifying current and future members of this requirement. The Union's membership application form shall contain a written notice of this membership requirement. The Union agrees to pay the City \$.05 per member per pay period in which Union deductions are withheld to administer the payroll deduction.

The Union hereby agrees to indemnify and hold the City harmless for any loss or damages, including attorney's fees, for claims or causes of action arising from the operation of this provision of this Article.

ARTICLE 8. NOTIFICATION OF JOB CLASSIFICATION CHANGES

The City shall make every reasonable effort to notify the Union or the affected employee(s), with a copy of any proposed changes in the duty statement for existing classifications represented by Union, no less than ten (10) working days prior to final approval.

ARTICLE 9. REPRESENTATIONAL INFORMATION

The City shall provide the Union with the following information for each unit employee:

- A. A quarterly listing for each employee to include:

Name, address, classification title, Union membership and dues amount, department, original date of employment, monthly salary or hourly rate and total current Union insurance deduction amounts.
- B. A monthly listing of dues and supplemental Union insurance deduction amounts.

ARTICLE 10. UNION ACCESS

- A. Authorized Union representatives shall be given access to work locations during work hours to conduct Union grievances, to conduct investigations where such investigations cannot be accomplished during non-work hours and to attend City-Wide Labor Management Committee or Work Site Labor Management Committee meetings. Union representatives may walk through work locations to post information on Union bulletin boards as outlined in Article 6 of this agreement. Union representatives may also extend brief cordial greetings provided it is not disruptive of the City's work operations. To ensure Union access is not disruptive of the City's work operations, conversations beyond brief cordial greetings must be held in rest areas, lunch rooms, or break rooms where work is not being conducted. This limitation does not preclude Union access to work locations and work sites to observe working conditions and to investigate violations of the MOU or unsafe conditions. The Union representative shall give at least one (1) hour notice to the Director of Human Resources prior to his/her arrival at any work site within the City.
- B. The City will allow distribution of Union-provided information regarding the Norwalk City Employees Association to new City employees at orientation. All documentation must be pre-approved by the Director of Human Resources. The City will allow the Union 15-20 minutes to meet with the new employees at the New Employee Orientation. In the event that the Union is no available at the proposed date, the City will allow 15-20 minutes with the new employee at an agreed upon later date. The City will notify the Union of an orientation date upon offer of employment.
- C. The City shall allow distribution of pre-approved information regarding Union-sponsored events and other issues of mutual benefit through the payroll distribution system.

ARTICLE 11. CHANGES IN MANDATORY SUBJECTS OF BARGAINING

It is understood and agreed that there exists within the City certain personnel rules, policies, practices and benefits. Except as specifically modified by this MOU, these rules, policies, etc., that constitute mandatory subjects of bargaining shall be in full force and effect during the term of this MOU. Except in cases of emergency and as provided in Article 14, before any new or subsequent amendments to these rules, policies, etc., directly affecting wages, hours and terms and conditions of employment (i.e., mandatory subjects of bargaining) are implemented, the City shall give notice to the Union representative and give the Union the opportunity to bargain in compliance with Government Code Section 3500, et. seq.

ARTICLE 12. SAVINGS

- A. If any provision of this MOU or application hereof to any City employee is held to be contrary to law, then such provision or application will be deemed invalid, to the

extent required by such law or court decision, but all other provisions or applications shall continue in full force and effect.

- B. Should a provision or application be deemed invalid, as described in Paragraph 1, at the request of either party, the parties agree to meet and confer over any part of an article deemed invalid not later than thirty (30) days after such law or court decision to renegotiate the provision or provisions hereof.

ARTICLE 13. STRIKES AND LOCKOUTS

During the life of this MOU no illegal work stoppages, strikes, slowdowns, or picketing shall be caused, sanctioned or condoned by the Union. No lockouts shall be made by the City.

In the event that any employees covered by this MOU, individually or collectively, violate the provisions of the Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the City shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 14. FULL UNDERSTANDING

This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters contained in this MOU are hereby superseded or terminated in their entirety.

For the life of this MOU, Union and the City mutually agree that to reopen negotiations with respect to any subject or matter covered in this MOU requires mutual consent by both parties. Without such mutual consent, the parties shall not be required to meet and confer regarding same.

The parties agree to commence subsequent labor negotiations for a successor MOU's six (6) months prior to expiration.

ARTICLE 15. DEATH OR ILLNESS OF FAMILY MEMBER

A. Bereavement Leave

Family, for purposes of Bereavement Leave, shall include: employee's parent (or stepparent, mother-in-law, father-in-law), spouse, son, daughter (or stepson, stepdaughter, son-in-law, daughter-in-law), brother, sister (or brother-in-law, sister-in-law), grandmother, grandfather, or grandchild, court appointed or other verifiable guardian, as approved by the Director of Human Resources.

In the event of a death in the family of a General Unit or 3,000 hour Hourly Unit employee, upon the request of the employee, the employee shall be authorized

three regularly scheduled days leave of absence with pay, referred to as Bereavement Leave, to make household adjustments or to attend funeral services. Use of this benefit is capped at two (2) occurrences per fiscal year.

B. Death or Illness

In the event of death or illness of a General Unit or 3,000 hour Hourly Unit employee's family member, as defined above, to include aunt or uncle, the department head may authorize immediate vacation leave to the employee so the employee can be with the family member, make household adjustments, or arrange for medical services.

The employee will notify the City prior to actually taking the paid leave and to provide the City with adequate verification of death in the family to support the payment of salary upon return from leave.

ARTICLE 16. HOLIDAYS (GENERAL UNIT)

Municipal offices shall be closed for the observance of the following holidays with pay for General Unit employees at the rate of eight hours for regularly scheduled eight hour work days and nine hours for regularly scheduled nine hour work days for July 2019 through June 2021, provided they receive payment for time worked or paid leave time during the pay period that the holiday falls within. For an employee on unpaid FMLA/CFRA leave, the holiday will be banked.

- | | |
|------------------------------------|---|
| 1. New Year's Day | 7. Veterans Day |
| 2. Dr. Martin Luther King, Jr. Day | 8. Thanksgiving Day |
| 3. President's Day | 9. Friday after Thanksgiving |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Floating Holidays (2) |
| 6. Labor Day | 12. Such other days as may be authorized by City Council. |

All General Unit employees will be entitled to two (2) floating holidays at the beginning of each fiscal year. If an employee does not complete the probationary period prior to June 30, the employee will not be eligible for the floating holidays for that fiscal year. All floating holidays must be taken within the fiscal year credited, with prior approval of the department head.

HOLIDAY POLICY

When, pursuant to authorization by a department head, a General Unit employee is required to work on an Actual or Recognized Holiday, the General Unit employee shall be paid for the holiday and compensated at the rate of one and one-half times regular pay (premium pay) for hours worked, or shall receive time off during regular working hours of the same work week equal to the actual number of hours worked on the holiday

(compensatory time). If a General Unit employee works both the Actual Holiday and the Recognized Holiday, the General Unit employee shall receive premium pay or compensatory time for the Actual Holiday only, and shall receive regular pay for the Recognized Holiday. Prior to working on the holiday, the General Unit employee shall determine from the department head whether compensation shall be in the form of premium pay or compensatory time. This holiday policy does not apply to exempt employees.

ARTICLE 17. HOLIDAYS (HOURLY UNIT)

3,000 hour Hourly Unit employees shall be paid at the rate of six (6) hours each for New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day for July 2019 to June 2021 provided they meet the following criteria:

- A. That he or she is an employee on the holiday; and,
- B. That he or she receives payment for time worked or paid leave time during the pay period that the holiday falls within. For an employee on unpaid FMLA/CFRA leave, the holiday will be banked.
- C. If scheduled to work on any of the holidays above for July 2019 to June 2021 the employee shall receive his/her holiday pay of six (6) hours plus pay for the number of hours worked at straight time.

ARTICLE 18. HOLIDAYS (DEPARTMENT OF TRANSPORTATION)

The Department of Transportation operates 365 days each year with varying demands for service. Changes in work schedules for holiday service shall be posted no less than 15 days in advance.

A. General Unit Employees

Effective July 1, 2019, General Unit Employees in Transit Operations and Equipment Maintenance Operations shall be subject to the **Holiday Policy** in Article 16 above.

In addition, General Unit employees in Transit Operations and Equipment Maintenance Operations whose Actual or Recognized Holiday falls on their regular day off shall be compensated eight (8) straight-time hours for the holiday.

B. 3,000 Hour Hourly Unit Employees

- 1. 3,000 hour Hourly Unit employees in Transit Operations shall be paid six (6) hours each for the following holidays when they have received authorization by the Department to have the day off, provided they meet the criteria as outlined in the MOU: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Those employees who are required

to work one of these holidays shall receive (double time) compensation for the number of actual hours worked.

2. 3,000 hour Hourly Unit Employees in Transit Operations who work on any of the following holidays--Dr. Martin Luther King, Jr. Day; President's Day; Memorial Day, Veterans Day, and the Friday after Thanksgiving--shall receive double-time compensation for the number of actual hours worked.

C. Release Time For Transit Employees

General Unit and 3,000 hour Hourly Unit employees in Transit Operations who work on Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Veterans Day or the Friday after Thanksgiving, shall be allowed to defer eight hours of holiday pay to be used within one year of the holiday for compensatory accrual. This compensatory holiday accrual time may be used for scheduled time off for sick leave (i.e., doctor's appointments including DMV physicals; CDL license renewals, etc.) and will not be considered as an occurrence for attendance control purposes.

ARTICLE 19. JURY DUTY

A General Unit employee who is required to report for jury duty shall be granted leave for such purpose under the following conditions.

- A. The jury notice must be submitted to the department head.
- B. A letter shall be requested to be submitted by the Department of Human Resources if a hardship to the City would be imposed by the employee's absence.
- C. The employee shall be excused from work each day for the time required to report to the court and shall return to work for the remaining portion of the work shift.
- D. The employee shall receive his/her regular base salary for the time served up to a maximum of five (5) days per calendar year.
- E. With adequate notice to the department head and if feasible by the department, employees granted such leave shall be temporarily assigned to work the day shift, with a Monday through Friday work-week.

ARTICLE 20. PROFESSIONAL TIME

The City agrees to provide those employees who are determined to be exempt from the overtime provisions of the Fair Labor Standards Act, with 16 hours off to be used as Professional Time. The City will provide the Union a list of those positions determined to be exempt and agrees to meet and confer on the impact of any reclassification of existing classifications to be exempt status. The use of the days and their scheduling shall be at the employees' discretion with prior approval of the supervisor.

Additionally, these employees shall have the right to accrue Professional Time at straight time of up to 104 hours per year as compensation for work that extends beyond forty (40) hours in one week.

The Professional Time accrued in a fiscal year must be taken by the end of the fiscal year following the fiscal year in which it is earned.

A supervisor has the discretion to require an employee to utilize accrued Professional Time in June of the fiscal year after it is earned or to pay for the accrued Professional Time as of June 30 of that fiscal year. For employees who are promoted to management status, the Professional Time shall be used within one year of change of status or paid by the City at the employee's last base salary rate at which it was earned.

Employees who are reclassified to exempt status from the Fair Labor Standards Act overtime provisions shall retain any accumulated bank of compensatory time. The compensatory time shall be used within one year of the change of status or paid by the City at the employee's last base salary rate at which it was earned.

ARTICLE 21. SICK LEAVE (GENERAL UNIT)

A. Sick leave shall be allowed in case of actual sickness or disability of the employee or qualifying family member. Use of sick leave shall also be allowed for the first three days of work-connected disability of the employee.

B. No sick leave with pay shall be granted before 90 days of employment.

A 3,000 hour Hourly Unit employee who is hired to a full-time position, shall have the right to use any previously earned sick leave while serving their probationary period in the new promotional classification. However, the probationary period will be extended by the amount of time used.

C. Credit for sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month of service for General Unit employees. Any sick leave used shall be deducted from the accrued credit. Unused sick leave credit may be accumulated up to a total of 720 hours. Every General Unit employee accruing unused sick leave days beyond the maximum number provided in this section shall receive on the first pay day following the employment anniversary date payment for any sick leave accrued in excess of the maximum accumulation permitted. Monetary compensation for sick leave accrued in excess of the maximum shall be payable at the same rate as ordinary sick leave.

D. An employee intending to be absent on sick leave shall advise his/her immediate supervisor on each day of absence at least 30 minutes before the start of his/her daily duties, providing telephones are in operation, or as soon as the switchboard is open. An employee hospitalized or convalescing from surgery, illness, or injury may

state the estimated time of absence on such sick leave at the first report and need not make any further report for such period, but would be required to report within two days if such period changes. Failure to meet any reporting requirements may lead to discipline up to and including termination. Failure to report may be excused for good cause by the Director of Human Resources.

With sick leave that is for three or more consecutive working days, a physician's certificate stating the cause of the absence shall be required unless waived by the Director of Human Resources. Where a supervisor or department head suspects abuse of this leave article, said department head may require the employee to provide a physician's certificate stating the cause of absence when sick leave is for one or two days. Sick leave absence reports must be submitted by the employee to the department head on the first day he/she returns to work. The department head may request the supervisor to advise the employee of the requirement. Any employee absent for an extended period due to surgery, injury, or long illness may be required to undergo a physical examination by a City-designated physician before returning to his/her position duties.

- E. Compensation for sick leave shall be in the amount the employee would earn during the sick leave period if working at his/her current rate of pay and work schedule without the inclusion of overtime earnings.
- F. Sick leave pay shall not be allowed in the following situations:
 - 1. While an employee is on an authorized vacation, unless hospitalized during this time, or leave of absence without pay;
 - 2. While an employee is laid off;
 - 3. While an employee is absent from duty on account of disability arising from any sickness or injury purposely self-inflicted or caused by his/her willful misconduct;
 - 4. If the employee is not, in fact, sick or incapacitated from performing his/her job;
 - 5. If the employee has performed private or other public work while on sick leave;
 - 6. If the absence from work is for any other reason, without approval of the Director of Human Resources.
- G. City holidays occurring during sick leave shall not be counted as days of sick leave.
- H. If a General Unit employee has five (5) or more years of service, upon termination the employee shall be compensated at his/her current rate of pay for a percentage

of the total accumulated unused sick leave, calculated in accordance with the schedule below. No credit for accrued sick leave shall be permitted when an employee's employment terminates with less than five (5) years service.

<u>Years of Continuous Service</u>	<u>Compensation Rate</u>
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

When termination is caused by the death of a General Unit employee with five (5) or more years of service, payment shall be made to the estate of such employee; however, the City may, at its option, pay said sum to a surviving spouse or to such other person or persons as the employee shall have designated in writing, filed with the City prior to death, if no probate or administration of the employee's estate is contemplated.

ARTICLE 22. SICK LEAVE (HOURLY UNIT)

- A. Beginning on the 30th day of employment with the City, Hourly Unit employees who have performed 3,000 hours of work or less for the City shall accrue sick leave at the rate of .033 hours for each hour of straight time worked. No sick leave with pay may be taken until the 90th day of employment.
- B. Hourly Unit employees, who have been employed by the City in excess of 3,000 hours, shall accrue sick leave from the 3,001 hour onward. The rate of accrual pay shall be .046 hours for each hour of straight time worked. Sick leave will be credited for use on the payroll period following accrual.
- C. Employees shall be able to accrue sick days from year to year. However, employees shall not be compensated for unused sick days at termination or separation of employment.
- D. If a 3,000 hour Hourly Unit employee has five (5) years or more of service and retires from the City, the employee shall be compensated at his/her current rate of pay for 25% of the total accumulated unused sick leave.
- E. Sick leave shall be allowed only in case of actual sickness or disability of the employee or qualifying family member. Use of sick leave shall also be allowed for the first three days of work-connected disability of the employee.
- F. If an employee is absent because of illness, he/she is required to notify his/her immediate supervisor of such illness on each day of absence at least thirty (30) minutes before the start of his/her work shift, or as soon as the City switchboard opens.

- G. A department head may require proof of disabling sickness or illness in the form of a declaration by the employee or a physician's certificate.
- H. Sick leave use shall not be allowed in the following situations:
 - 1. While an employee is on an authorized vacation, unless hospitalized during this time, or leave of absence without pay;
 - 2. While an employee is absent from duty on account of disability arising from any illness or injury purposely self-inflicted or caused by his/her willful misconduct;
 - 3. When the employee is not, in fact, sick or incapacitated from performing job duties;
 - 4. When the employee has performed other public or private work while on sick leave;
 - 5. While an employee is laid off.

ARTICLE 23. FAMILY SICK LEAVE

- A. A General Unit or 3,000 hour Hourly Unit employee shall be authorized six (6) months accrual or half of the annual accrual of sick leave per year for the following purposes:

For the diagnosis, care, or treatment of an existing health condition, or preventative care for any of the following employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchild; or sibling. Child shall include biological, foster, adopted, stepchild, legal ward or child standing in loco parentis. Parent shall include biological, foster, adoptive, stepparent, parent of spouse, or legal guardian. Restrictions placed upon the use of sick leave by an employee as set forth in this article shall apply to the use of Family Sick Leave. This benefit is not cumulative. The City may require a doctor's certificate to verify the illness or disability of the family member.

For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

- B. Up to 12 workweeks of leave without pay for family and medical care leave will be granted to employees who have worked a minimum of 1,250 hours in the 12 months

preceding the date of the leave as outlined in the Family and Medical Leave Act. As specified in the Act, the City will maintain the level of benefits the employee is entitled to per the Memorandum of Understanding with the employee responsible for maintaining a timely schedule of payments for any employee portion of cost.

With a timely request by the employee and verification, such leave will be approved in the following instances:

1. for the birth or adoption of a child of the employee;
2. to care for a newborn child of the employee;
3. to care for the employee's parent, child or spouse who has a serious health condition;
4. for placement of a child for foster care; or
5. for the employee's own serious health condition which makes the employee unable to perform his/her job.

ARTICLE 24. VACATION (GENERAL UNIT)

A. Vacation Accrual

1. All General Unit employees who have completed one (1) year of continuous service shall earn vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
Less than 5 years	80 hours
5 years, but less than 10 years	120 hours
10 years or more	160 hours

General Unit employees who have previously accrued vacation hours as an hourly employee may use these accrued hours during the first year of their full-time status with prior approval of their supervisor.

B. Vacation Scheduling

An employee shall submit a written request to his or her supervisor to request the use of Vacation leave. The employee's supervisor will approve or deny the employee's request for use of Vacation in writing within ten (10) work days of the request for Vacation leave.

Employees will be permitted to request the use of Vacation not related to City-

observed Holidays, as set forth in Articles 16 and 17 of this agreement, up to 90 days in advance. Supervisors will approve or deny the employee's request for use of Vacation not related to City-observed Holidays, in writing, within ten (10) business days of the employee's request.

Supervisors shall endeavor to grant an employee's choice of vacation dates wherever practical. However, the operating requirements of the City, as determined by the director of each department, shall prevail in a decision as to whether to grant or deny an employee's preferred choice of vacation dates. When more than one employee requests the same time period for vacation leave, and the director of the department determines that the operations of the department will not be negatively impacted by granting vacation leave for more than one employee, the determination of who will be granted the vacation leave will be determined in order of seniority.

C. Holidays During Vacation

If a legal holiday occurs while an employee is on vacation, such holiday time shall not be deducted from the amount of vacation to which the employee is entitled.

D. Unused Vacation

Where possible, vacation leave should be taken annually and not accumulated from year to year. However, if employees are not able to take the vacation accrual time before his/her subsequent anniversary date, the employee may, with approval of his/her department head, defer the accrued vacation for use in succeeding years. Employees shall not accumulate vacation in excess of the equivalent number of days earned in the immediately preceding twenty-four (24) month period. The employee shall be paid for accrued vacation in excess of the equivalent number of days earned in the immediately preceding twenty-four (24) month period.

E. Vacation Upon Termination

General Unit employees who terminate their employment with the City shall be paid for all accrued vacation, if any.

In the event of the death of an employee, payment shall be made to the estate of such employee if probate of the estate is contemplated. If probate or administration of the employee's estate is not contemplated, the City may, at its option, pay said sum to a surviving spouse, or to such other person or persons as the employee shall have designated in writing to the City prior to his/her death.

F. Vacation Payout Upon Change in Compensation

Prior to implementation of a general salary increase, salary step increase, reclassification resulting in a pay increase, or promotion, General Unit employees shall be paid for accrued vacation hours in excess of the equivalent number of hours earned in the preceding twenty-four (24) month period.

ARTICLE 25. VACATION (HOURLY UNIT)

All unit employees who have been employed by the City in excess of 3,000 hours shall accrue vacation from the 3,001 hour onward at the rate of .046 hours for each hour of straight time worked. Rules regarding scheduling of vacation, carry-over vacation, and vacation upon termination which pertain to General Unit employees shall pertain to 3,000 hour Hourly Unit employees.

ARTICLE 26. EDUCATIONAL REIMBURSEMENT

The educational reimbursement policy of the City for General Unit employees shall remain in effect as follows:

- A. The Director of Human Resources may authorize General Unit employees to attend training courses in approved schools or programs, including graduate and extension courses, at the City's expense. Courses or training must be related to the employee's position or to a position in the City to which he/she may reasonably expect to be promoted in the future.

Prior to enrollment, an employee shall submit a tuition reimbursement request form outlining the course or program and costs, and shall obtain the department head's and Director of Human Resources' approval. Supplies and transportation must be obtained at the employee's expense

The expense of required textbooks will be paid for by the City.

All educational reimbursement shall be subject to the availability of funds budgeted in each fiscal year, and it shall be the responsibility of the employee to determine if sufficient monies remain in the fund before submitting a request for reimbursement. Funds will be issued on a first-come, first-served basis.

An employee shall complete a college or university course or a training course with a grade of C or better or reimburse all funds authorized by the City. An employee who receives training pursuant to this section shall remain in City employment for one year from the date the class or program begins, or reimburse the City one-half of the tuition expense. The conditions may be waived only by the Director of Human Resources.

- B. Employees shall be eligible to receive up to a maximum of up to \$1,500 per fiscal year for educational reimbursement, up to a maximum of \$12,000 total for all employees covered by this MOU, for the reimbursement of educational expenses.
- C. Employees wishing to be reimbursed for educational expenses shall have until August 31 of each year (April 30 for summer courses) to submit his/her request for reimbursement (up to a maximum of 12 units per semester). All approved requests received prior to required dates will receive an equitable portion of the existing fund.

Requests received after the required dates will be processed on a first-come, first-served basis if any funds remain. Courses starting in previous fiscal year and completing in the next, will apply to previous fiscal year if required documents are submitted prior to June 30.

ARTICLE 27. LIFE INSURANCE

The City agrees to provide life insurance coverage to General Unit employees in the amount of \$5,000 for 1-5 years of service. After five (5) years of service the amount of life insurance increases to 1 1/2 times the employee's annual salary.

ARTICLE 28. LONG TERM DISABILITY

The City will provide a long term disability plan for General Unit employees. The plan will provide a monthly benefit of 66 2/3% of the employee's monthly salary, excluding overtime, up to a maximum of \$8,000. Benefits will begin after a sixty-day waiting period.

ARTICLE 29. MEDICAL/DENTAL/VISION INSURANCE (GENERAL UNIT)

- A. Effective December 1, 2019, the City shall contribute up to a maximum of \$1,600 per month toward the cost of the employee's medical insurance premium.
- B. The City's contribution for dental insurance shall be 100% employer-paid for family coverage for the term of this MOU.
- C. The City's contribution for vision insurance shall be 100% employer-paid for family coverage for the term of this MOU.
- D. Employees may opt out of insurance and receive a \$600/month cash benefit in lieu of coverage. The employee must provide verification of alternative coverage and waive any liability to the City for their decision to cease coverage under the City's medical/dental/vision insurance plans in order to opt out and is responsible for the tax consequences of the payment. The monthly opt out payment is not subject to PERS retirement credit. After electing this provision, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier. Coverage will commence per the plan document.
- E. The City will establish a Labor Management Committee (LMC) to explore cost effective health insurance options, retiree health benefits, and retiree health vesting schedules. The LMC shall be comprised of seven members, with three members from NCEA/IAM, three members from management and one member from the Norwalk Association of Management Employees (NAME).

ARTICLE 30. MEDICAL/DENTAL/VISION INSURANCE (HOURLY UNIT)

- A. Effective December 2019, the City shall contribute up to a maximum of \$335 per month toward the cost of the employee's and dependents medical insurance premium for 3,000 hour Hourly Unit employees who work an average of 25 hours or more per week and/or qualify under the Patient Protection Affordable Care Act. Dependent is defined as spouse or child who meets the criteria set forth by the medical insurance provider.
- B. The City's contribution for the employee's dental insurance premium shall be 100% employer-paid employee only coverage for 3,000 hour Hourly Unit employees who work an average of 25 hours or more per week.
- C. The City's contribution for the employee only coverage vision insurance premium shall be 100% employer-paid for 3,000 hour Hourly Unit employees who work an average of 25 hours or more per week.
- D. Hourly Unit employees qualifying for medical insurance under the Patient Protection and Affordability Care Act will be provided such medical insurance in accordance with the Implementing Safe Harbors Under Patient Protection and Affordable Care Act policy in place.

ARTICLE 31. RETIREE MEDICAL INSURANCE (GENERAL UNIT)

Pursuant to state law, California Government Code §22892, the City will continue to provide the same contribution for PERS retirees as for active employees.

ARTICLE 32. PERS RETIREMENT BENEFITS

- A. For employees hired before November 1, 2011, the City shall continue the current 2.7%@55 California Public Employees' Retirement System pension benefit and maintain Survivor Benefits at Level 3 for the duration of this contract.
- B. Employees hired on or after November 1, 2011, shall receive the 2%@55 retirement benefit formula in accordance with Government Code section 21354; with the Three Year Final Compensation formula under Government Code section 20037.
- C. Per the Public Employees' Pension Reform Act of 2013, membership in the Public Employees' Retirement System (PERS) is as follows: Employees hired after January 1, 2013 who are new to CalPERS, or are returning members with a break in service greater than six months, will be enrolled into the 2% @ 62 retirement plan formula. Qualifying returning members with a break in service less than six months may be enrolled into the 2%@ 55 retirement plan formula.

ARTICLE 33. PERS RETIREMENT EMPLOYEE CONTRIBUTIONS

- A. Effective the first payroll of July 2017, General Unit employees in City Retirement Tiers I-III will contribute as follows:

Tier I:	2.7%@55, 6% employee contribution (Additional 2% contribution)
Tier II:	2.7%@55, 8% employee contribution
Tier III:	2%@55, 7% employee contribution
Tier IV:	2%@62, employee contribution is 50% of the "normal costs" as determined by CalPERS

- B. Effective the first payroll of July 2018, General Unit employees in City Retirement Tiers I-III will contribute as follows:

Tier I:	2.7%@55, 8% employee contribution (Additional 2% contribution)
Tier II:	2.7%@55, 8% employee contribution
Tier III:	2%@55, 7% employee contribution
Tier IV:	2%@62, employee contribution is 50% of the "normal costs" as determined by CalPERS

**ARTICLE 34. WORKERS' COMPENSATION-INDUSTRIAL INJURIES
PRIOR TO NOVEMBER 1, 2011**

- A. Any employee who suffers bodily injury or sickness occurring in the course and scope of employment as contemplated by the Workers' Compensation Law of the State of California shall be entitled to benefits as provided by that Law.
- B. If the employee wishes to go to his/her own doctor, he/she must have a memo placed in the employee's file in the Department of Human Resources indicating the name, address and phone number of the physician. If a note is not in the file, the employee must go to the employer's doctor for the first 30 days.
- C. A leave of absence for an industrial injury shall not be considered a break in service for the purpose of rights to salary adjustment, sick leave, vacation, or seniority to which an employee would be entitled if not absent. If on the day of the accident the employee is sent home by the doctor, he/she will receive full salary for that day. If the employee has to be off beyond the day of the accident, he/she may request the use of accumulated sick leave or vacation for the next three days of absence. Beginning the fourth day of industrial leave, the employee will be paid disability compensation as stipulated by California State Law, and will be allowed to supplement such compensation to full base salary with accrued benefits such as sick, vacation or other paid leave. Upon return to work from an industrial leave, if

the employee's doctor sends him/her home at some future date for the same injury or illness, the employee will also receive full salary for the remainder of that day.

- D. An employee will only receive payment for absences authorized in writing by the attending physician. The employee must provide his/her department with these written authorizations within 24 hours after the visit to the doctor.

ARTICLE 35. WORKERS' COMPENSATION-INDUSTRIAL INJURIES
ON OR AFTER NOVEMBER 1, 2011

- A. Any employee who suffers bodily injury or illness occurring in the course and scope of employment as stipulated by the Workers' Compensation Laws of the State of California shall be entitled to benefits as provided by such Laws. The corresponding City policy shall be compliant with the Workers' Compensation Laws of the State of California.
- B. If the employee wishes to go to his/her own doctor, he/she must provide the Department of Human Resources a Pre-Designation of Personal Physician Form or a memo to be placed in the employee's file indicating the doctor's name, address, and phone number. If a note is not in the file, the employee must go to the employer's doctor for the first 30 days. Employees may elect to change their pre-designated doctor at any time.
- C. If on the day of the accident the employee is sent home by the doctor, he/she will receive full salary for that day. If the employee has to be off beyond the day of the accident, he/she may request the use of accumulated sick leave, vacation or other paid leave for the next three days of absence. Beginning the fourth day of workers' compensation leave, provided the claim is determined to be compensable, the employee shall be paid temporary total disability (TTD) payments as stipulated by the Workers' Compensation Laws of the State of California. Employees eligible for Family Medical Leave Act (FMLA) benefits, will be required to supplement temporary total disability payments to full base salary by using accrued sick leave, vacation or other paid leave. Upon exhaustion of protected FMLA leave, an employee shall have the option to supplement his/her temporary total disability payments with accrued leaves.
- D. Upon return to work from a workers' compensation leave, if the employee's doctor sends him/her home at some future date for the same injury or illness, the employee shall also receive full salary for the remainder of that day.
- E. An employee shall only receive payment for absences authorized in writing by the workers' compensation primary treating doctor. The employee must provide his/her

department with these written authorizations within 24 hours after the visit to the doctor.

- F. An employee who is off due to a work-related injury or illness, provided the claim is determined to be compensable, shall receive temporary total disability payments and shall continue to receive the following benefits as if they had been present for duty: employee shall accrue vacation and sick leave, receive payment for holidays (in accordance with the MOU), and if applicable, receive bilingual pay, special certification pay and night shift differential pay. An employee shall continue to accrue seniority and be eligible for salary adjustments while they are on paid or unpaid workers' compensation leave.
- G. An employee no longer eligible to receive temporary total disability payments shall no longer receive the following benefits: vacation and sick leave accruals, payment for holidays, and if applicable, shall not receive bilingual pay, special certification pay and night shift differential pay.
- H. An employee who is off due to a work-related injury or illness, provided the claim is determined to be compensable, shall receive temporary total disability payments and shall continue to receive the City's contribution to the employee's medical, dental, vision, life and long-term disability insurance.
- I. An employee who is off due to a work-related injury or illness and is no longer eligible to receive temporary total disability payments, shall be responsible for paying the full premium for the employee's medical, dental, vision, life and long-term disability insurance. The long-term disability and life insurance premiums may be waived depending on the employee's long-term disability benefit.

ARTICLE 36. CALLBACK PAY

All General Unit employees who are called out for emergencies after their normal work shift and they have left work will receive their regular pay plus 50% premium (or compensatory time off at the discretion of the department head) for the hours actually worked.

All General Unit employees who are called out for emergencies will receive a minimum of two (2) hours callback time, from the time the normal work day is completed until 12:00 midnight. Any callbacks after 12:00 midnight until 5:00 a.m. will receive a minimum of three (3) hours callback time. If an employee is called out at 12:00 midnight and has to work until 5:00 a.m., he/she will have the following options:

- A. Employee will call the Division Supervisor and notify the supervisor of the situation. The Division Supervisor will then decide if the employee should: (1) use his callback time and stay at home, or (2) get an adequate amount of sleep and then report to work.

- B. Accrue compensatory time.
- C. Be paid for overtime.

ARTICLE 37. MINIMUM TIME FOR CANCELLED HOURLY ASSIGNMENTS

Any hourly employee who reports to his/her designated work location, who was not notified by a supervisor or manager at least one (1) hour prior to their designated start time, and who is either cancelled, or unable to finish any portion of their scheduled assignment for any reason beyond his/her own control, shall receive a minimum of two (2) hours of regular compensation, or regular compensation for actual time worked, whichever is greater.

ARTICLE 38. MECHANIC TOOL ALLOWANCE

The City shall provide qualifying unit employees a tool allowance not to exceed three hundred dollars (\$300) per fiscal year. The tool allowance is non-PERSable and will be disbursed to employees on the first payroll of each fiscal year. Tools are to be maintained by unit employees and must be replaced at the employee's expense. Mechanic tool allowance parameters and criteria must be mutually agreed to between the City and Union.

ARTICLE 39. HIGHER CLASSIFICATION PAY

Each employee who is required to perform the duties of a different classification with a higher salary range than the employee's current classification, shall be compensated at either 5% above their regular base rate (but in no case to exceed Step E) or be placed at Step A of the classification for which they are performing duties whichever is greater from the eleventh (11th) consecutive working day on such assignment. Eligible employees in the Department of Transportation, Equipment Maintenance, who are required to perform the duties of a different classification of a higher salary range than the employee's current classification, shall be compensated at either 5% above their regular base rate (but in no case to exceed Step E), or be placed at Step A of the classification for which they are performing duties, whichever is greater, on a daily or "per diem" basis without the necessity to perform such higher level duties for eleven (11) consecutive work days.

Mechanics in the Department of Transportation, Equipment Maintenance Division, who are required to serve in the role of lead mechanic on a day during which a lead mechanic is not designated an assigned work schedule as set forth on the shop schedule – Norwalk Vehicle Maintenance Division Lead Mechanics/Mechanics, shall be compensated at 5% above their regular base rate (but in no case to exceed step E), or compensated at Step A of the Lead Mechanic, whichever is greater, on a daily or "per diem" basis without the necessity to perform such higher level duties for eleven (11) consecutive work days.

Accordingly, Mechanics in the Department of Transportation, Equipment Maintenance Division, who are scheduled to serve in the role of a Lead Mechanic who is on vacation, sick leave, or other form of approved leave during which the Lead Mechanic was or is

otherwise scheduled to work, are not eligible to receive higher classification pay under this article unless they work for eleven (11) consecutive days in the Lead Mechanic role. But, if Mechanics are assigned to serve as a Lead Mechanic on a particular day that a Lead Mechanic is no designated an assigned work schedule, such Mechanics will receive higher classification pay according to this article regardless of whether they serve in the Lead Mechanic role for less than eleven (11) consecutive days.

ARTICLE 40. NIGHT SHIFT PAY DIFFERENTIALS

Those General Unit employees whose regularly assigned shift includes 50% or more of the scheduled work hours between the hours of 6:00 p.m. and 6:00 a.m. (hereafter called nightshift) shall receive five percent (5%) greater compensation than other employees in the same classification who work during regular working hours.

Employees assigned to night shift schedules will not lose the differential pay when temporarily reassigned to cover open assignments due to incidental sick leave, vacation, emergencies, etc.

ARTICLE 41. SALARIES

- A. Effective January 1, 2020, salaries for General Unit employees and Hourly Unit employees will be increased by one percent (1%).
- B. Effective July 1, 2020 salaries for General Unit employees and Hourly Unit employees will be increased by one percent (1%).

ARTICLE 42. DIRECT DEPOSIT

Effective no later than 90 days after ratification by the City Council – All employees are required to receive their paychecks through direct deposit. Authorization for direct deposit must be made by each individual employee with the participating financial institution of his or her choosing.

ARTICLE 43. STANDBY PAY

Effective the first payroll after approval of a successor agreement by the City Council, a General Unit employee who is released from active duty and is not required to remain at the work site but is required to leave word at his/her home or with his/her department where he/she may be reached, or be available by pager/cell, shall receive \$120.00 per each week he/she is assigned. Callback Pay provisions apply to General Unit Employees affected by this Article.

ARTICLE 44. TRANSIT HOLIDAY STANDBY PAY

Transportation Operations Supervisors and Equipment Maintenance personnel required on holidays to leave word at his/her home or with his/her department where he/she may be

reached shall receive \$33.00 standby pay for each holiday.

ARTICLE 45. RECLASSIFICATION REQUESTS

The City agrees the Association may submit to the City Manager or his/ her designee for consideration during the budget process and no later than April 1 of each year, a reasonable number of reclassification requests for positions in the Non- Management Bargaining Unit. The City Manager or his/her designee shall have the exclusive right and authority to determine what constitutes a reasonable number of reclassification requests under this Section. The City Manager or his/ her designee shall provide a written response to the Association regarding any such requests within 90 days.

ARTICLE 46. ACCIDENT REVIEW

Any employee who is involved in an accident and is being questioned where the results of the investigation may reasonably lead to discipline is entitled upon his/her request to have a representative present at each level of the accident review process.

The review process shall not be "unreasonably" delayed because the employee's representative is not available.

ARTICLE 47. DATA PROCESSING EQUIPMENT AND FURNITURE

The City agrees that when for any reason technological changes take place that require additional knowledge and/or skill on the part of its employees, to meet and confer on impact.

ARTICLE 48. DISCIPLINE (GENERAL UNIT)

Section 1. Notice of Intent

Whenever the appropriate authority intends to suspend for three (3) days or more, reduce in pay, demote or dismiss a non-probationary General Unit employee, the appropriate authority shall give the employee a written Notice of Intent to Discipline which states:

- A. The disciplinary action intended;
- B. The specific charges upon which the action is based;
- C. A factual summary of the grounds upon which the charges are based;
- D. Notice of the employee's right to respond to the charges either orally or in writing to the appropriate authority;
- E. The employee's right to review and copy all the materials upon which the intended discipline is based;

- F. The date, time and person before whom the employee may respond in no less than five (5) working days;
- G. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being implemented.

Section 2. Final Notice

If, after the response or the expiration of the employee's time to respond to the Notice of Intent, the appropriate authority decides to proceed with the disciplinary action, a Final Notice shall be served upon the employee either in person or by mail.

Section 3. Removal of Employee from Duty

- A. The City shall not discharge a non-probationary General Unit employee without cause.
- B. Where retention in active work status would be detrimental to the best interest of the City, the employee or other employees, the employee may be removed from duty immediately or within less than ten (10) working days after the Notice of Intent. However, such removal shall not cause the employee loss of pay or benefits.

Section 4. Appeal

- A. Within ten (10) working days after service upon the employee of the Final Notice (15 days if service is by mail), the employee may appeal the disciplinary action to the Personnel Appeals Board.
- B. Every appeal shall be taken by way of written Notice of Appeal filed with the Director of Human Resources prior to the expiration of the appeal period.
- C. An appeal shall contain a notice of the employee's intent to appeal, setting forth specific facts upon which the appeal is based, a specific reference to the disciplinary action from which the appeal is taken and the nature of the relief sought. Every Notice of Appeal shall be signed by the appellant or the appellant's representative.
- D. The Director of Human Resources shall, as soon as possible, undertake all necessary actions to convene the Personnel Appeals Board, including scheduling a request for approval of the composition of the Board by the City Council. The hearing before the Personnel Appeals Board shall be conducted as set forth in the procedure for hearings. The decision of the Board shall be advisory only. The Board shall decide whether to recommend to the City Manager that the action complained of be sustained, rejected or

modified. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the penalty recommended by the Board, if any.

- E. The recommendation of the Personnel Appeals Board and the record of the proceedings held before it shall be filed with the City Manager. The City Manager shall consider such record and recommendation and shall make a final determination affirming, rejecting, or modifying the prior determination on the matter. The final determination of the City Manager shall be in writing and shall be delivered to the employee personally or by registered mail, and to the department head, and a copy shall be placed in the employee's personnel file.
- F. Within ten (10) working days after the receipt of a copy of the final determination reached by the City Manager, the employee may file with the City Clerk a written request for a hearing of the issue before the City Council. At its next regular meeting the City Council shall determine whether to hear the matter, and if so, whether such hearing shall be de novo or limited to a review of the record of the hearing before the Personnel Appeals Board, to determine if the City Manager's decision was supported by substantial evidence. Any hearing shall be conducted pursuant to the rules of procedure set forth in Municipal Code, Section 2.24.120. Upon the conclusion of any review or hearing, the City Council shall cause its findings and decision to be prepared in writing, adopted by motion or resolution of the City Council and filed as a permanent record by the Director of Human Resources. Copies shall be forwarded to all persons affected. The decision of the City Council shall be final.
- G. Failure of an employee to take any action required by this Article within the time limits permitted shall be deemed a waiver of all further rights of appeal.
- H. An employee may have a representative of his choice with him or on his behalf at each stage of the disciplinary appeal process.

This Discipline Article provides the sole, exclusive method of appealing discipline listed in Section 1 above. Appeal of discipline for suspensions of 1 to 2 days and written reprimands is provided in the Grievance Procedure.

ARTICLE 49. DISCIPLINE (HOURLY UNIT)

- A. Whenever the appropriate authority intends to discipline an employee, the appropriate authority shall give the employee written documentation stating the disciplinary action imposed, a factual summary of the grounds upon which the discipline was based, and the date and time of the imposed discipline. Said written documentation shall be served upon the employee either in person or by mail.

- B. Within ten (10) working days after service upon the employee of the imposed discipline, the employee may appeal the disciplinary action up to Level Three of the City's grievance procedures. The appeal procedures are limited to suspensions, demotions, and terminations.
- C. Failure of an employee to take any action required by this Article within the time limits permitted shall be deemed a waiver of all further rights of appeal.
- D. An employee may have a representative of his choice with him or on his behalf at each stage of the disciplinary appeal process.

ARTICLE 50. GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance shall be defined as a timely complaint by an individual employee, group of employees or the Union concerning the interpretation or application of the express provisions of this Memorandum of Understanding and/or Personnel and/or Departmental Rules excluding disciplinary terminations, pay decreases, demotions and suspensions without pay for three (3) business days or more.

General Unit employee's disciplinary letters of reprimand and suspensions of up to two (2) business days and appeals of performance evaluations can be appealed up through Level Three of this appeals procedure, at which point the decision will be final.

Hourly Unit employee's disciplinary letters of reprimand, suspensions, demotions and terminations can be appealed up through Level Three of this appeals procedure, at which point the decision will be final.

B. Business Days

Business days shall mean calendar days, exclusive of Saturdays, Sundays, and legal holidays recognized by the City.

C. Time Limits For Filing Written Formal Grievances

The time limit for filing written formal grievances shall be strictly construed but may be extended by mutual written consent of the aggrieved employee(s), Union staff, or Union representative and the designated management representative. If a grievance is not appealed to the next level within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the grieving party may elect to treat the grievance as denied at that level and may immediately appeal the grievance to the next level.

D. Grievance Presentations

Employees shall have the right to present their own grievance or do so through their Union representative (Union Officers, Shop Stewards, or Site Representatives) or Union Staff at each level of the grievance process. Grievances may also be presented by a group of employees or by the Union. In the event an employee presents their own grievance, no settlement that interprets this Memorandum of Understanding shall be made without the Union's knowledge, input, and agreement.

The grieving party may request the assistance of another person or persons of his/her own choosing in presenting the grievance at any level of the formal process or may represent himself/herself.

E. Time Off For Processing Grievances

1. Informal – The processing of a grievance at the informal stage shall be considered as City business; however, such processing shall be at reasonable times so as not to disrupt the normal working processes of the division or department.
2. Formal – The processing of a grievance at the formal stage, except filling out the form and the initial filing, shall be considered as City business. The employee and his/her representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure without loss of pay for the time so spent.

F. Informal Process

Level One - Supervisor

An employee must first attempt to resolve the grievance on an informal basis by discussion with his/her immediate supervisor within ten (10) business days after the first occurrence giving rise to the grievance, or within ten (10) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The supervisor will provide his/her answer to the employee by the end of the tenth (10th) business day following the presentation of the grievance. The issuance of such answer will terminate Level One. An employee may have a representative of his/her choice present during the informal grievance meeting with the immediate supervisor. If the employee is dissatisfied, if the supervisor fails to respond timely, or if the specific situation appropriately warrants bypass of the informal process, the employee shall have access to the formal grievance process.

G. Formal Process

Level Two - Department Head

If the grievance is not settled at Level One, the grievant may, within ten (10) business days after the termination of Level One, appeal the grievance in writing to the department head on the form provided by the City. The department head shall schedule a meeting with the grievant to take place within ten (10) business days from the date the grievance is referred to Level Two. The department head shall render a written decision regarding the grievance by the end of the tenth (10th) business day following the date of the meeting. The giving of such reply will terminate Level Two.

Level Three - Director of Human Resources

If the grievance is not resolved at Level Two, the grievant may, within ten (10) business days after the termination of Level Two, appeal the grievance in writing on the City-provided form to the Director of Human Resources. The Director of Human Resources shall schedule a meeting with the grievant to take place within ten (10) business days from the date the grievance is referred to Level Three. The Director of Human Resources shall render a written decision regarding the grievance by the end of the tenth (10th) business day following the date of the meeting. The giving of such decision shall terminate Level Three.

Level Four - Personnel Appeals Board

If the grievance is not resolved at Level Three, the grievant may, within ten (10) business days after the termination of Level Three, file a written request with the Director of Human Resources requesting a hearing before the Personnel Appeals Board. The Director of Human Resources shall, as soon as possible, undertake all necessary actions to convene the Personnel Appeals Board. The hearing before the Personnel Appeals Board shall be conducted as set forth in the Personnel Rules and Regulations. The decision of the Board shall be advisory only. The Board shall, within thirty (30) days following the completion of the hearing, decide whether to recommend to the City Manager that the action complained of be sustained, rejected or modified. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the action, if any, recommended by the Board.

The recommendation of the Personnel Appeals Board and the record of the proceedings held before it shall be filed with the City Manager. The City Manager shall consider such record and recommendation and shall make a final determination affirming, rejecting, or modifying the prior determination on the matter. The final determination of the City Manager shall be in writing and shall be delivered to the grievant personally or by certified mail. The

giving of such determination will terminate Level Four.

Level Five - City Council

If the grievance is not resolved at Level Four, the grievant may, within ten (10) business days after the termination of Level Four, file a written request with the City Clerk requesting a hearing before the City Council. The City Council shall, at its next regularly scheduled meeting, determine whether to hear the matter. If it is determined to hear the matter, the City Council shall determine whether the hearing shall be de novo or limited to a review of the record of the hearing before the Personnel Appeals Board to determine if the City Manager's decision was supported by substantial evidence. Any hearing shall be conducted pursuant to the rules of procedure set forth in the Personnel Rules and Regulations. Upon the conclusion of any review or hearing, the City Council shall cause its findings and decision to be prepared in writing, adopted by motion or resolution of the Council, and filed as a permanent record by the Director of Human Resources. The decision of the City Council shall be final. A certified copy of the decision shall be submitted to the grievant or his/her designee.

ARTICLE 51. LABOR MANAGEMENT COMMITTEES

In order to establish further communication and understanding between labor and management, two levels of Labor Management Committees will be established:

- A. A City-Wide Labor Management Committee
- B. Work Site Labor Management Committees as follows:
 - 1. Transit
 - 2. Public Services
 - 3. Recreation
 - 4. City Hall

The City-Wide Labor Management Committee (selected by the parties) will have equal representation from management and the Union (maximum of three each) and shall meet on a regular basis as agreed to by the City and the Union, but in no event is more than one meeting a month required. The parties may, if they choose, meet more often than once a month, but to do so requires mutual agreement by both parties.

Each Work Site Committee will be made up of two management employees and two General Unit non-management employees of each respective department. If either party requests staff assistance, the other party will be notified five (5) business days prior to the meeting. The parties may, if they choose, meet more often than once a month, but to do so requires mutual agreement by both parties. The City-wide Labor Management Committee shall include an additional employee member from the hourly unit who works in

the Department of Public Safety.

Hourly employees shall have access to and shall be covered by any decisions of the City Wide Labor Management Committee.

The Work Site Labor Management Committee in the Department of Transportation shall include an additional employee member from the hourly unit.

ARTICLE 52. OVERTIME ASSIGNMENT

- A. Overtime will be any time worked by any employee in excess of forty (40) hours per week. Flextime will be any time worked as overtime but intended and utilized as time off at straight time in the same work-week in which it was earned. In determining overtime, vacation and paid holidays taken during the week shall be considered as hours worked. Any other leaves of absence or time spent in optional training shall not be considered as hours worked for the purpose of calculating overtime. Prior to an employee working an extended schedule, the supervisor shall determine, upon request of the employee, whether the time is to be charged as overtime or flextime.
- B. Wherever possible a list shall be drawn by each department of volunteers to work overtime/flextime. Overtime/flextime shall be assigned to employees who are qualified by management to work the overtime/flextime assignment in the following manner:
1. Workers still at the job site shall be canvassed in order of seniority.
 2. If no worker present accepts the overtime assignment, the volunteer list shall be called until the first volunteer accepts the assignment.
 3. If no volunteer is available and the overtime assignment is mandatory, the seniority list shall be called in inverse order to make an involuntary assignment.
 4. In those cases where, for record keeping reasons, the preparation and maintenance of the list is too cumbersome, management shall assign overtime in compliance with paragraphs 1, 2, and 3 as much as possible.
 5. In all cases, once an employee has worked overtime his/her name shall go to the end of the list.

ARTICLE 53. PERSONNEL FILES

A. Viewing Files

Any employee, or employees' representative with written consent and waiver of

privacy rights, shall be entitled to review all of his/her personnel file.

If an employee wishes to view his/her personnel file, employee will schedule an appointment with the Department of Human Resources staff a minimum of 24 hours in advance of viewing time.

B. Photocopy Charge

If an employee wishes to have a photocopy of any of the documents in his/her personnel file, employee will pay the fee charged by the City at that time for photocopies.

C. Placing Documents in Personnel Files

An employee shall be provided with copies of all documents that are to be placed in employee's personnel file and shall have the right to add his/her written response to negative documents and/or performance evaluations within twenty (20) working days of receipt of the copy.

D. Removal of Documents from Personnel File

An employee may request that letters of counseling, written warnings and reprimand(s) be removed from his/her personnel file after a period of three (3) years. The employee shall submit a written request to the Director of Human Resources. Upon request, the letter of reprimand shall be placed in a sealed file kept separate from the personnel file. Both the Director of Human Resources and the employee shall initial the file over the sealing tape and the file can only be opened by legal process or with written consent of employee.

ARTICLE 54. REST PERIODS

The City shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period but in no event can these be used to reduce normal work hours. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours. This shall not apply to Coach Operators.

If an employee works for a work period of more than five hours per day, then the City is required to provide a meal period of not less than thirty minutes.

The Department of Transportation will present significant changes in schedules and route assignments for consideration of recommendations by the Joint Labor/Management Committee. Such meetings are to be utilized for input and not merely to inform, but shall also recognize that the City Council has final authority over all schedules.

ARTICLE 55. MEAL AND REST PERIODS (DEPARTMENT OF TRANSPORTATION)

The Department of Transportation will perform a full evaluation of current scheduling, runcuts and operator assignments for Norwalk Transit services. This evaluation will be pursuant to the following:

Task I: Review current schedules, runcuts, and operator assignments to provide a detailed understanding of Norwalk Transit's approach to schedules and runcuts.

Task II: Develop new runcuts incorporating operator breaks designed to reduce the length of splits that meet the following criteria for establishing coach operator assignments:

1. Not more than thirty-five percent (35%) of Coach Operator assignments shall, within an eight-hour (8hr.) period, run without a designated lunch break.
2. Not more than thirty percent (30%) of Coach Operator assignments shall have less than forty-five minute breaks.
3. Not more than thirty-five percent (35%) of Coach Operator assignments shall have less than One-hour (1 hr.) breaks.
4. No Coach Operator assignment shall intentionally be created to have more than a two (2) hour break.

Based on the findings of these two Tasks, the City shall evaluate the cost impacts of each proposed change. Under no circumstances can the criteria for establishing Coach Operator assignments exceed the number of existing Coach Operator assignment hours effective July 1, 2003.

ARTICLE 56. SAFETY

The employer shall supply safe workplaces. Complaints about safety problems are not grievable but may be taken up at the appropriate Labor Management Committee meeting.

ARTICLE 57. SAFETY EQUIPMENT

Employees who are required to wear safety shoes/boots in accordance with CalOSHA and/or American National Standard Institute, provisions when working in conditions in which they are exposed to foot injuries from electrical hazards, hot, corrosive, poisonous substances, falling objects, crushing and/or penetrating actions, which may cause injuries, or who are required to work in abnormally wet areas, will be provided a voucher of \$150 per fiscal year for full-time employees and \$100 per fiscal year for part-time employees to purchase safety boots.

This article is to include Public Safety as an approved department for footwear.

ARTICLE 58. TRANSFER OR REASSIGNMENT OF WORK LOCATION

The City will provide ten (10) working days advance notice to a General Unit employee in the event he/she must be involuntarily transferred or reassigned to another work shift and/or work location. In the event the transfer or reassignment is as a result of discipline, disability, emergency, or acts beyond management's control, the ten-day notice will not be required.

ARTICLE 59. BILINGUAL BONUS

- A. Bilingual pay shall be subject to the approval of the department head and the Director of Human Resources. Employees must pass an oral examination for the second language in accordance with standards determined by the Department of Human Resources.
- B. The stipend for bilingual bonus shall be \$25.00 per payroll period for the term of the agreement.

ARTICLE 60. UNIFORMS

- A. At the time of hire or promotion into the job, all Public Services maintenance workers, water workers, Vehicle Maintenance workers, Maintenance Supervisors, and warehouse workers shall receive 11 complete uniforms Public Safety Officers shall receive 3 uniforms. All hourly Recreation Leaders shall receive 6 shirts.
- B. General Unit employees in Transit Operations will be issued 6 complete uniforms with two (2) Department polo shirts for use on Friday through Sunday and recognized Holidays.

Hourly Unit employees with less than six (6) months of service in Transit Operations (On-Call Coach Operators) will be issued four (4) uniforms. After six (6) months of service they will be issued a total of six (6) complete uniforms with two (2) Department polo shirts for use on Friday through Sunday and recognized Holidays.

When an article of uniform is worn out due to routine wear and tear, employee will turn in such worn out item, and will be given an order to purchase a like item at a uniform company designated by the Department.

- C. Each employee will be required to maintain and clean his/her own uniform except that the City will provide cleaning and maintenance service of uniforms for those employees whose work exposes them to grease, pesticides, or other toxic materials upon request of the employee and with the approval of the department head.

ARTICLE 61. CONTRACTING OUT

- A. The City acknowledges that, at the time of these negotiations, it is not the City's intent to contract out any positions currently held by City Employees.
- B. The City will advise the Union of its intention (prior to distributing and/or mailing Requests for Proposals) to contract out for services and/or implement new technology that will result in the displacement of General and Hourly Unit employees and agrees to meet and confer on the impact on wages, hours, and other terms and conditions of employment. The City agrees to meet with the Union within the first twenty-one (21) days of its sixty (60) day notice for the purpose of meeting and conferring on the impact on wages, hours, and other terms and conditions of employment.
- C. The City agrees to comply with the provisions of the Meyers-Milias Brown Act, Government Code Section 3500 et. seq.

ARTICLE 62. REPRESENTATIONAL TIME-OFF

- A. The City will, upon request and with the approval of the department head and the Director of Human Resources, allow release time for employees to attend training programs paid for by the Union not to exceed an aggregate of two hundred fifty (250) hours per year. Employees using Union time must give notice and receive prior approval.
- B. As required under Government Code section 3505.3, the City shall provide a reasonable number of employee representatives reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:
 - (1) Formally meeting and conferring with representatives of the City on matters within the scope of representation.
 - (2) Testifying or appearing as the designated representative of the Union in conferences, hearings, or other proceedings before the board, or an agent thereof, in matters relating to a charge filed by the Union against the City or by the City against the Union;
 - (3) Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.

The employee being represented shall provide reasonable notification to the City requesting a leave of absence without loss of compensation pursuant to this section. For the purposes of this section, "designated representative" means an officer of the Union or a member serving in proxy of the Union.

ARTICLE 63. SENIORITY

Reductions in staff shall be based on priorities established by the City. The City reserves the right to establish the criteria for granting preferences in job security, promotion, and other rewards to employees. The City recognizes the importance and value of employment tenure with the City of Norwalk as a factor in maintaining the effectiveness of the City organization. Seniority shall be the primary criterion for granting preference in promotions and other rewards when differentiating between two or more employees who are otherwise equally qualified. Provided that the affected employees meet departmental performance standards, reverse seniority shall be used for reductions in staff within City departments. In the event two or more employees hold the same amount of seniority within the same classification, reverse seniority of total City service in permanent, full-time classifications shall be used for staff reductions.

ARTICLE 64. SENIORITY - DEPARTMENT OF TRANSPORTATION

- A. With respect to Department of Transportation employees, seniority shall be accorded appropriate consideration as provided in the Driver Procedures Manual (as amended) in the assignment of regular runs (shake-up), lay-offs, and may be considered in promotions from part-time to full-time coach operators.
- B. On or before June 15 of each year, mechanics shall have the opportunity to review the schedules two (2) weeks prior. Shifts shall be selected by seniority in the class on a posted bid list. New assignments will become effective the first full pay period in July. Schedule revisions that do not relate to temporary or incidental changes such as sick leave coverage, etc., shall be reviewed at Labor/Management Committee Meetings.
- C. In the event the City is unable to fill vacant Mechanic positions during a period when selection of shifts is by seniority, the City reserves the right to assign shifts by rotation.

ARTICLE 65. PROMOTIONAL SENIORITY POINTS

Seniority points shall be given on open competitive, promotional or open/promotional recruitment examinations. This credit shall be given to those employees who achieve a score of 70% or higher either by examination or an evaluation of experience and education. Qualifying employees shall be credited one-half (0.5) of a promotional seniority point for each complete year of service to the City but not to exceed a total of five (5.0) promotional seniority points. Promotional seniority points will be added to the passing score of an applicant's numerical rating. This article shall not exclude Hourly Unit employees.

When the City chooses to fill a vacancy through an open competitive process, an employee in the City who meets the minimum qualification and for whom the vacancy would be a promotion will be offered an interview and considered.

ARTICLE 66. ELECTRONIC SURVEILLANCE

- A. The City acknowledges that at the time of these negotiations, it is not the City's intent to perform random, continuous electronic surveillance.
- B. The City reserves the right to use electronic surveillance equipment such as video cameras, audio devices, telephone systems and attendant records, etc. for purposes of investigations and the safety of employees under the following conditions:
1. Employees will be notified in writing in advance that electronic monitoring will take place within specified dates.
 2. Employees will be notified in writing in advance of the type of electronic monitoring that will take place.
 3. Monitoring shall be limited to an employee's work.
 4. The City may not take action against an employee unless they have complied with the above notification provisions.
 5. The above conditions shall not apply:

(a) When an employee is suspected of engaging in conduct which violates criminal or civil law or constitutes willful gross misconduct, (b) in connection with an investigation of a Workers' Compensation claim, or (c) in connection with electronic monitoring pursuant to Federal law (including regulations) governing public safety or security for public transportation.
- C. In the case of safety, media obtained through electronic surveillance shall be used in safety training rather than discipline. However, this provision shall not apply in cases where an employee has received documented, progressive disciplinary actions related to the same safety provision violation and has failed to adhere to those provisions.
- D. When an alleged incident is reported to the Norwalk Transit System (NTS), the review period will be twenty (20) minutes before and after the time of the reported incident. For alleged accidents, the review period will be thirty (30) minutes before and after the time of the reported accident.

For alleged assaults and violation of Federal, State, and local laws, the NTS retains the right to an open investigation (i.e. no time limits).

Any reason for deviation from time limits specified above, NTS will notify the Union in writing explaining the justification for the deviation and what is being investigated, as soon as NTS makes the determination to view video in excess of the time limits.

ARTICLE 67. SPECIAL CERTIFICATION PAY

- A. The City reserves the right to determine the need for as well as direct an employee to perform certain operational functions that require a special certification.
- B. The City will pay any employee so directed a special certification bonus of \$25 per payroll period.
- C. The special certification shall be over and beyond the requirements for the classification.
- D. The City will provide Special Certification Pay for the following certificates:
- Arborist Certification
 - Bilingual Certification
 - Fingerprint Certification
 - Notary Public
 - Qualified Pesticide Applicator Certification
 - Transportation Safety Instructor
 - Welder Certification
 - Certified Pool Operator (Maximum of two (2) to be assigned by Director of Public Services)
 - Playground Safety Officer (Maximum of two (2) to be assigned by the Director of Public Services)

ARTICLE 68. MACHINIST NON-PARTISAN POLITICAL LEAGUE (MNPL)

Section 1

Upon receipt of a fully completed and signed authorization form from the employee involved, the City of Norwalk shall deduct from the employee's pay an amount listed on the Payroll Deduction Authorization form during the period provided for in said authorization. Deductions shall be made from the first pay of the employee after receipt of the authorization and bi-weekly thereafter until directed by the employee in writing to do otherwise.

Section 2

The list of employees and the amounts deducted to the MNPL and Guide Dogs of America, on behalf of the employees who authorized the deductions provided in Section 1, shall be sent to the Financial Secretary of the Union no later than the fifteenth (15th) day of January following the last deduction in December.

Section 3

The parties agree that check-off authorization shall be in the following form:

MACHINISTS NON-PARTISAN POLITICAL LEAGUE (MNPL) PAYROLL DEDUCTION AUTHORIZATION FORM

I, (type or print full name), Employee number _____, hereby authorize to deduct bi-weekly (26 pay periods) from my wages the amount of \$_____, until I direct otherwise in writing, and to remit this amount monthly to the Treasurer of the Machinists Non-Partisan Political League at 9400 Machinists Place, Upper Marlboro, Maryland 20772-2687.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation, and none of the monies deducted are a part of my dues or membership fees to the Local Union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the City of Norwalk, and I understand that the money will be used by MNPL to make contributions and expenditures in connection with Federal elections.

I understand I can stop the voluntary deductions at any time. In the event that I request to make changes to the deduction amounts in the following calendar year, this can only occur during the month of October for the following calendar year. All the changes have to be made in writing. Any requests should be directed to the Human Resources Office.

Date:

Employee Signature

ARTICLE 69. GUIDE DOGS OF AMERICA

GUIDE DOGS OF AMERICA PAYROLL DEDUCTION AUTHORIZATION FORM

I, (type or print full name), Employee number _____, hereby authorize to deduct bi-weekly (26 pay periods) from my wages the amount of \$_____, until I direct otherwise in writing, and to remit this amount monthly to the Guide Dogs of America, Inc. at 13445 Glenoaks Boulevard, Sylmar, California 91342.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation. Further, this authorization and the making of payments to the Guide Dogs of America, Inc. are not conditions of membership in the Union or of employment with the Company.

I understand I can stop the voluntary deductions at any time. In the event that I request to make changes to the deduction amounts in the following calendar year, this can only occur during the month of October for the following calendar year. All the changes have to be made in writing. Any requests should be directed to the Human Resources Office.

Date:

Employee Signature

Section 4

Employee can stop the voluntary deductions at any time. In the event that the employee requests to make changes to the deduction amounts in the following calendar year, or chooses to opt in, this can only occur during the month of October for the following calendar year. All the changes have to be made in writing. Any requests should be directed to the Human Resources Office.

The Union hereby agrees to indemnify and hold the City harmless for any loss or damages, including attorney's fees, for claims or causes of action arising from the operation of this provision of this Article.

Letter of Understanding – Department of Transportation Vacation Scheduling/Bidding

Annual Vacation Scheduling for Transit Department

It is understood that Full-Time/Part-Time On-Call coach operators, Transit Operations Supervisors (TOS) and Dispatchers shall be subject to the Vacation Scheduling policy listed below. Bidding for vacation will occur by seniority designated by their hire date. Full-Time and Part-Time Coach Operators will bid on the same vacation calendar starting with Full-Time Coach Operators by seniority then by Part-Time Coach Operators by seniority. TOS's and dispatchers will bid on a different vacation calendar starting with TOS's then Dispatchers by seniority.

Bids will be subject to a bidding rule that Full-Time/On-Call Coach Operators, TOS's and Dispatchers will have accrued enough vacation time to cover the week(s) being bid at the time they are scheduled to bid.

Employees will be given the opportunity to request vacation dates in one-week blocks beginning on Sunday. The employee shall submit a written request to his/her supervisor by the last working day of the year by the following method.

Annual vacation requests will be bid at the time assignments are bid during the January Route Assignment bidding for the twelve (12) month period commencing the 1st Sunday in February. Results from annual vacation requests will be made available to employees by the effective date of the new route assignment.

In those circumstances where employees wish to break their vacation into several increments of one week, their first choice shall be granted by seniority. After all first choices have been granted, second choices shall be allocated by seniority, etc.

Throughout the rest of the calendar year, employees will be permitted to request the use of Vacation not related to City-observed Holidays, as set forth in Articles 16 and 17 of this agreement and in keeping with Operating Policies and Procedures Manual, Section 1, Policy 1-35 and Policy 1-36.

Annual vacation cancellations must be submitted at least one week prior to the first day of the vacation to be cancelled, unless in the event of an emergency Annual vacations will be revoked if employee fails to maintain accruals for the approved vacation. In the event that the time is revoked, it will be posted on the employee bulletin board to allow members to bid for the open time slots.

Supervisor shall endeavor to grant an employee's choice of vacation dates wherever practice in keeping with the Memorandum of Understanding (MOU) Article 24 (B), Paragraph three (3).

APPENDIX A

The following are job classifications included in the General Bargaining Unit. They are represented by the IAMAW, Local Lodge 1957 / District Lodge 947:

Account Clerk I	Facility Maintenance III
Account Clerk II	Family Self-Sufficiency Coordinator
Account Clerk III	Fleet Maintenance Supervisor
Administrative Secretary	Graphic Design Specialist
Assistant City Clerk	Housing Specialist I
Assistant Engineer	Housing Specialist II
Assistant Planner	Information Systems Coordinator
Associate Engineer	Intake Specialist
Building Inspector I	Lead Equipment Mechanic
Building Inspector II	Maintenance Supervisor
Business Development Assistant	Maintenance Worker I
Childcare Coordinator	Maintenance Worker II
Childcare Program Manager	Maintenance Worker III
Childcare Program Supervisor	Management Analyst
Childcare Specialist	Mechanic
Coach Operator	Office Assistant I
Code Compliance Inspector	Office Assistant II
Community Development Assistant	Office Assistant III
Community Development Specialist	Payment Specialist
Community Information Assistant	Permit Technician
Community Worker	Production Specialist
Creative Coordinator	Production Supervisor
Customer Service Assistant	Property Maintenance Inspector
Deputy City Clerk	Public Safety Officer I
Dispatcher	Public Safety Officer II
Economic Development Coordinator	Public Safety Officer III
Eligibility Worker	Public Safety Technician
Engineering Technician	Public Works Inspector II
Equipment Service Worker	Purchasing Agent
Facility Maintenance I	Quality Control Specialist
Facility Maintenance II	Records Technician

Recreation Coordinator	Social Service Worker II
Recreation Supervisor	Storekeeper I
Rehabilitation Specialist	Storekeeper II
Senior Accountant	Traffic Signal Technician I
Senior Building Inspector	Traffic Signal Technician II
Senior Center Manager	Transportation Oprs. Supervisor
Senior Code Compliance Inspector	Transit Administration Specialist
Senior Planner	Transit Safety & Training Coordinator
Senior Management Analyst	Transportation Resource Coordinator
Senior Services Coordinator	Tree Trimmer I
Senior Transportation Oprs. Supervisor	Tree Trimmer II
Social Services Coordinator	Water Service Worker I
Social Services Supervisor	Water Service Worker II
Social Services Worker I	Water Utilities Supervisor

The following are job classifications included in the Hourly/At-will Bargaining Unit. They are represented by the IAMAW, Local Lodge 1957 / District Lodge 947:

Account Clerk II	Office Assistant I
Account Clerk III	Office Assistant II
Administrative Intern	Payment Specialist
Athletic Trainer	Planning Intern
Building Inspector I	Pool Manager
Building Inspector II	Prevention Specialist
Children's Dental Program Clerk	Production Assistant
Coach Operator Trainee	Production Specialist
Coach Operator On-Call	Public Safety Dispatcher
Code Compliance Inspector	Public Safety Officer I
Community Information Assistant	Public Safety Officer II
Dishwasher	Quality Control Specialist
Dispatcher	Recreation Leader I
Dispute Resolution Coordinator	Recreation Leader II
Eligibility Worker	Recreation Leader III
Equipment Service Helper	Senior Lifeguard
Information Systems Specialist	Senior Management Analyst
Instructor Guard	Senior Program Aide
Intake Specialist	Site Coordinator
Lifeguard Maintenance Assistant	Social Service Worker I
Management Analyst	Social Worker
Meal Driver	Station Attendant
Mechanic Trainee	Storekeeper
Nutrition Aide	Youth Worker
Office Aide	

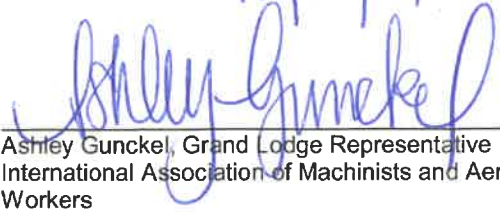
The following positions are confidential and not a part of the IAMAW, Local Lodge 1957 / District Lodge 947 bargaining unit:

Executive Assistant (Administration)	Transportation)
Human Resources Analyst	Payroll Personnel Technician
Human Resources Technician	Payroll Specialist
Office Assistant I - Hourly (HR)	Senior Executive Assistant
Office Assistant I (HR)	(Administration)
Office Assistant II - Hourly (HR)	Senior Human Resources Analyst
Office Assistant II (HR)	Senior Management Analyst (HR)
Office Assistant III (HR &	

THIS MEMORANDUM OF UNDERSTANDING is hereby executed by the authorized representatives of the CITY OF NORWALK and the NORWALK CITY EMPLOYEES ASSOCIATION, GENERAL UNIT and the CITY OF NORWALK and the NORWALK CITY EMPLOYEES ASSOCIATION, HOURLY UNIT and entered into this 19th day of November 2019, and shall become effective when the same has been ratified and adopted by resolution of the City Council of the City of Norwalk.

NORWALK CITY EMPLOYEES
ASSOCIATION, IAMAW LL 1957, DL 947,
(GENERAL & HOURLY UNITS)

Date Signed: 12/12/19


Ashley Gunckel, Grand Lodge Representative
International Association of Machinists and Aerospace
Workers

NOT AVAILABLE TO SIGN
Salvador Vasquez, Grand Lodge Representative
International Association of Machinists and Aerospace
Workers


Joseph Alviso, Maintenance Worker II
City Employees' Association President


David Beltran, Maintenance Worker III
Norwalk City Employees' Association, Vice President
12-17-19


Tony Rivera, Coach Operator
Union Steward
12/17/19


Amanda Moreno, Management Analyst


Patricia Escaño, Recreation Supervisor
12/17/19


Sandra Rojas, Public Safety Officer II
23 DEC 2019


Dominick Shryock, Maintenance Worker I

CITY OF NORWALK

Date Signed: 12/12/2019


Jesus Gomez, Chief Negotiator, City Manager


Kevin Chicas, Associate, Liebert Cassidy Whitmore


James C. Parker, Executive Director of Regional Norwalk
Transportation


Carina Montes, Acting Director of Human Resources


Grissel Chavez, Director of Public Safety

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE
CITY OF NORWALK**

AND THE

**NORWALK ASSOCIATION OF
MANAGEMENT EMPLOYEES**

JULY 1, 2019 – JUNE 30, 2021



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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF NORWALK
AND THE
NORWALK ASSOCIATION OF MANAGEMENT EMPLOYEES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 1st day of July 2019, by and between the CITY OF NORWALK ("City") and the NORWALK ASSOCIATION OF MANAGEMENT EMPLOYEES ("Association") pursuant to Government Code 3500 et. Seq.

P R E A M B L E

Pursuant to the Meyers-Milias-Brown Act, Government Code (Section 3500, et seq.), and Resolution 2563, the Employer-Employee Relations Resolution of the City of Norwalk, and Resolution 08-01 acknowledging the Association as the recognized employee organization of the management employees of the City, the City, through its representatives has met with Association representatives and has reached agreement relative to certain adjustments to wages, hours and other terms and conditions of employment.

IT IS AGREED between the City and the Association that the provisions of this MOU shall not be binding on the parties until the MOU is ratified and adopted by resolution by the Norwalk City Council.

ARTICLE I – MANAGEMENT PROVISIONS

SECTION 1. RECOGNITION

Pursuant to Government Code, the City hereby recognizes the Norwalk Association of Management Employees as the exclusive representative for those Management Unit employees employed by the City in the classifications referenced in Appendix "A" of this MOU subject to the applicable provisions of the law. All correspondence shall be directed to the Norwalk Association of Management Employees c/o. 16109 E. Ballentine Place or as otherwise notified by the Association.

SECTION 2. TERM OF MEMORANDUM OF UNDERSTANDING

The Term of this MOU shall commence on July 1, 2019 and end on June 30, 2021.

SECTION 3. NONDISCRIMINATION

The City and the Association recognize the right of the employees to form, join or participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities. No employee shall be intimidated, coerced, restrained or discriminated against by the City or the Association in any manner which is unlawful pursuant to state or federal law. Alleged violations of this section may be presented to the City's Municipal Employee Relations Representative.

SECTION 4. CITY'S RIGHTS AND RESPONSIBILITIES

City reserves and retains, solely and exclusively, all rights of management which have not been expressly abridged by a specific provision of this MOU and all of its common law rights to manage the City, as such rights existed prior to the execution of this or any previous agreement with the Association or any other Association or employee organization. The sole exclusive rights of management, which are not abridged by this MOU, shall include (but are not limited to) the following rights:

To manage the municipality generally and to determine issues of policy; to determine the existence or nonexistence of facts which are the basis of a management decision; to determine the necessity and organization of any service or activity conducted by the City and expand or diminish services; to determine the nature, manner, and extent of services to be provided to the public; methods of financing; types of equipment to be used; to establish, continue, discontinue or modify policies, practices or procedures; to determine and change the facilities, methods, means and personnel by which City operations are to be conducted; to determine and change the number of locations, relocations, and types of operations, and the processes and materials to be included in carrying out all City functions including (but not limited to) the right to contract for or subcontract any work or operation; without prejudice to the right of the employee organization to thereafter meet and confer on the effect thereof; to determine the size and composition of the work force, to assign work to employees in accordance with the requirements as determined by the City, to establish and change work schedules and assignments and to establish the days and hours during which employees shall work; to relieve employees from duty for lack of work or similar nondisciplinary reasons; to, in lieu of layoffs, establish schedules which share work among employees in a given department or departments; to determine the order of layoffs in accordance with the Personnel Rules and Regulations of the City; to establish and/or modify productivity programs and standards; to discharge, suspend or otherwise discipline employees for proper cause; to determine job classifications and to reclassify employees; to hire, transfer, promote and demote employees for nondisciplinary reasons; to determine policies, procedures and standards for selection, training and promotion of employees; to establish employee performance

standards including (but not limited to) quality and quantity standards and to require compliance therewith; to maintain order and efficiency in its facilities and operations and to establish and promulgate and/or modify rules and regulations to maintain order and efficiency; to introduce newer improved methods, equipment or facilities; to discontinue their performance by employees of the City; to determine the number of hours per day or per week operations shall be carried on, schedules thereof; to determine and schedule the number and types of employees required to carry out the operations of the City; to assign work to such employees in accordance with requirements determined by management; to take any and all necessary action to carry out its missions in emergency and other situations of unusual or temporary circumstances; to exercise complete control and discretion over its organization and technology in performing its work and services; and to establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

All management rights, powers and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively in the City.

Nothing in this section is intended to modify the City's obligations under the Meyers-Milias-Brown Act and it is expressly understood in accordance with Section 9 hereof that notwithstanding any other provision of this section the City shall at all times meet and confer with the Association on all matters relating to employment conditions and employer-employee relations including wages, hours and other terms and conditions of employment of employees within the bargaining unit.

SECTION 5. ASSOCIATION EMPLOYEE REPRESENTATIVE AND ALTERNATE LISTING

A current list of Association employee representatives and the department(s) and/or bargaining unit which they represent, shall be submitted to the Director of Human Resources. Any changes on this list shall be submitted with the same required information as stated above to the Director of Human Resources within ten (10) working days following such changes.

SECTION 6. BULLETIN BOARDS AND DISTRIBUTION OF NOTICES

A reasonable number of bulletin boards will be provided upon which the Association may post notices of official Association business which may include recreational and social affairs, notices of meetings, benefit programs, trips, elections, appointments and results of elections, excerpts from the Salary Resolution and Personnel Ordinance, bulletins of employee rights, notices of City Council actions, and notices of grievance matters, provided that any notices must be on official Association identified paper and a copy sent to the Director of Human Resources. All posting for bulletin boards must contain the date of the posting and identification of Association

as the organization posting the document. The Association will not post information which is defamatory, derogatory, obscene, or soliciting or encouraging employees to engage in illegal activities.

SECTION 7. NOTIFICATION OF JOB CLASSIFICATION CHANGES

The City shall make every reasonable effort to notify the Association or the affected employee(s), with a copy of any proposed changes in the duty statement for existing classifications represented by Association no less than ten (10) working days prior to final approval.

SECTION 8. MAINTENANCE OF EXISTING BENEFITS

All existing wages, hours and other terms and conditions of employment and policies not specifically included in the MOU shall remain in full force and effect during the entire term of this MOU unless mutually agreed to the contrary in writing by both parties hereto.

SECTION 9. CHANGES IN MANDATORY SUBJECTS OF BARGAINING

It is understood and agreed that there exists within the City certain personnel rules, policies, practices and benefits. Except as specifically modified by this MOU, these rules, policies, etc., that constitute mandatory subjects of bargaining shall be in full force and effect during the term of this MOU. Except in cases of emergency and as provided in Section 12, before any new or subsequent amendments to these rules, policies, etc., directly affecting wages, hours and terms and conditions of employment (i.e., mandatory subjects of bargaining) are implemented, the City shall give notice to the Association representative and give the Association the opportunity to bargain in compliance with Government Code Section 3500, et. seq. Disputes over this Section are not subject to the Grievance Procedure but may be referred to the Labor Management Committee.

SECTION 10. SAVINGS

- A. If any provision of this MOU or application hereof to any City employee is held to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such law or court decision, but all other provisions or applications shall continue in full force and effect.
- B. Should a provision or application be deemed invalid, as described in Paragraph 1, at the request of either party, the parties agree to meet and confer over any part of a section deemed invalid not later than thirty (30) days after such law or court decision to renegotiate the provision or provisions hereof.

SECTION 11. STRIKES AND LOCKOUTS

During the life of this MOU no illegal work stoppages, strikes, slowdowns, or picketing shall be caused, sanctioned or condoned by the Association. No lockouts shall be made by the City.

In the event that any employees covered by this MOU, individually or collectively, violate the provisions of the section and the Association fails to exercise good faith in halting the work interruption, the Association and the employees involved shall be deemed in violation of this section and the City shall be entitled to seek all remedies available to it under applicable law.

SECTION 12. FULL UNDERSTANDING

This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters contained in this MOU are hereby superseded or terminated in their entirety.

For the life of this MOU, Association and the City mutually agree that to reopen negotiations with respect to any subject or matter covered in this MOU requires mutual consent by both parties. Without such mutual consent, the parties shall not be required to meet and confer regarding same.

ARTICLE II - COMPENSATION

SECTION 13. SALARIES

- A. Effective pay period beginning December 29, 2019, salaries for Management and Mid-Management Unit employees will be increased by two percent (2%).
- B. Effective pay period beginning June 28, 2020, salaries for Management and Mid-Management Unit employees will be increased by two percent (2%).
- C. The Deputy City Manager and Director of Public Services/City Engineer positions will have no increase for FY 2021 based on compensation study completed January 2019.

SECTION 14. DEFERRED COMPENSATION

All employees must join the Deferred Compensation, 401(a) plan designated by the City. The City's Contribution to said plan shall be a total of four percent (4%) of each employee's base salary for employees designated as Executive Management by Resolution and two percent (2%) of each employee's base salary for employees designated as Mid-Management by Resolution. All employees may still participate

in other City deferred compensation plans.

SECTION 15. AUTOMOBILE

As soon as practical, employees designated as Executive Management by Resolution will receive a City-owned vehicle to conduct City business, or may choose to receive a monthly vehicle allowance in the amount of \$400.00. Employees designated as Executive Management by Resolution that receive a vehicle allowance will have a City-owned vehicle available to conduct City business.

Employees hired after July 1, 2011, in classifications designated as Executive Management by Resolution will receive a monthly vehicle allowance in the amount of \$400.00. Employees designated as Executive Management by Resolution that receive a vehicle allowance will have a City-owned vehicle available to conduct City business

SECTION 16. DIRECT DEPOSIT

Effective no later than 90 days after ratification by the City Council – All employees are required to receive their paychecks through direct deposit. Authorization for direct deposit must be made by each individual employee with the participating financial institution of his or her choosing.

ARTICLE III – LEAVE PROVISIONS

SECTION 17. VACATION

A. Vacation Accrual

All employees shall earn vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
Less than 1 year	80 hours
1 year, but less than 10 years	120 hours
10 years or more	160 hours

B. Holidays During Vacation

If a legal holiday occurs while an employee is on vacation, such holiday time shall not be deducted from the amount of vacation to which the employee is entitled.

C. Unused Vacation

Vacation accruals for management employees will be limited to one year following the year in which the vacation was earned. If vacation leave is not taken within 12 months following the year in which it was accrued, then the employee will receive an automatic payoff for that vacation at the end of the fiscal year.

Management employees may request a voluntary payoff of unused vacation leave which has accumulated during that year.

Under extraordinary circumstances, as determined by the City Manager, the City Manager may authorize a carryover of accumulated vacation leave for an additional six (6) months; but, in no case will a second extension be granted without approval by the City Council.

D. Vacation Upon Termination

Unit employees who terminate their employment with the City shall be paid for all accrued vacation, if any. In the event of the death of an employee, payment shall be made to the estate of such employee if probate of the estate is contemplated. If probate or administration of the employee's estate is not contemplated, the City may, at its option, pay said sum to a surviving spouse, or to such other person or persons as the employee shall have designated in writing to the City prior to his/her death.

SECTION 18. HOLIDAYS

Municipal offices shall be closed for the observance of the following holidays with pay for Management Unit employees at the rate of eight hours for regularly scheduled eight hour work days and nine hours for regularly scheduled nine hour work days provided they receive payment for time worked or paid leave time during the pay period that the holiday falls within. For an employee on unpaid FMLA/CFRA leave, the holiday will be banked:

- | | |
|------------------------------------|---|
| 1. New Year's Day | 7. Veterans Day |
| 2. Dr. Martin Luther King, Jr. Day | 8. Thanksgiving Day |
| 3. President's Day | 9. Friday after Thanksgiving |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Floating Holidays (2) |
| 6. Labor Day | 12. Such other days as may be authorized by City Council. |

All Management Unit employees will be entitled to two (2) floating holidays at the beginning of each fiscal year. If an employee does not complete the probationary period prior to June 30, the employee will not be eligible for the floating holidays for that fiscal year. All floating holidays must be taken within the fiscal year credited, with prior approval of the department head.

SECTION 19. MANAGEMENT LEAVE

All employees shall be entitled to eighty (80) hours of management leave per fiscal year. Management leave shall not carry over to the next fiscal year and holds no cash value.

SECTION 20. BEREAVEMENT LEAVE

A. Bereavement Leave

Employees may be absent from duty with pay for 3 days for the death or critical illness where death appears imminent of the employee's family, for purposes of Bereavement Leave, shall include: employee's parent (or stepparent, mother-in-law, father-in-law), spouse, son, daughter (or stepson, stepdaughter, son-in-law, daughter-in-law), brother, sister (or brother-in-law, sister-in-law), grandmother, grandfather, or grandchild, court appointed or other verifiable guardian.

B. Death or Illness

In the event of death or illness of an employee's family member, as defined above, the City Manager may authorize immediate vacation leave to the employee so the employee can be with the family member, make household adjustments, or arrange for medical services.

The employee will notify the City prior to actually taking the paid leave and to provide the City with adequate verification of death in the family to support the payment of salary upon return from leave.

SECTION 21. JURY DUTY

An employee who is required to report for jury duty shall be granted leave for such purpose under the following conditions.

A. The jury notice must be submitted to the City Manager.

B. A letter shall be requested to be submitted by the Department of Human Resources if a hardship to the City would be imposed by the employee's

absence.

- C. The employee shall be excused from work each day for the time required to report to the court and shall return to work for the remaining portion of the work shift.
- D. The employee shall receive his/her regular base salary for the time served up to a maximum of five (5) days per calendar year.
- E. With adequate notice to the department head and if feasible by the department, employees granted such leave shall be temporarily assigned to work the day shift, with a Monday through Friday work-week.

SECTION 22. SICK LEAVE

- A. Sick leave is not a right which an employee may use at his/her discretion but shall be allowed only in case of actual sickness or disability, including the first three days of work-connected disability.
- B. Credit for sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month of service for Unit employees. Any sick leave used shall be deducted from the accrued credit. Unused sick leave credit may be accumulated up to a total of 720 hours. Every Unit employee accruing unused sick leave days beyond the maximum number provided in this section shall receive on the first pay day following the employment anniversary date payment for any sick leave accrued in excess of the maximum accumulation permitted. Monetary compensation for sick leave accrued in excess of the maximum shall be payable at the same rate as ordinary sick leave.
- C. Compensation for sick leave shall be in the amount the employee would earn during the sick leave period if working at his/her current rate of pay and work schedule without the inclusion of overtime earnings.
- D. Sick leave pay shall not be allowed in the following situations:
 - 1. While an employee is on an authorized vacation, unless hospitalized during this time, or leave of absence without pay;
 - 2. While an employee is laid off;
 - 3. If the employee is not, in fact, sick or incapacitated from performing his/her job;
 - 4. If the employee has performed private or other public work while on sick

leave;

5. For doctor's visits or treatment required by an employee following an absence for a work-connected disability, unless, the employee provides written documentation satisfactory to the Director of Human Resources that the visit or treatment is not available during the employee's off-duty hours.

E. City holidays occurring during sick leave shall not be counted as days of sick leave.

F. If an employee has five (5) or more years of service, upon termination the employee shall be compensated at his/her current rate of pay for a percentage of the total accumulated unused sick leave, calculated in accordance with the schedule below. No credit for accrued sick leave shall be permitted when an employee's employment terminates with less than five (5) years service.

<u>Years of Continuous Service</u>	<u>Compensation Rate</u>
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

When termination is caused by the death of an employee with five (5) or more years of service, payment shall be made to the estate of such employee; however, the City may, at its option, pay said sum to a surviving spouse or to such other person or persons as the employee shall have designated in writing, filed with the City prior to death, if no probate or administration of the employee's estate is contemplated.

SECTION 23. FAMILY SICK LEAVE

A. Employee shall be authorized six (6) months accrual of sick leave per year for the following purposes:

For the diagnosis, care, or treatment of an existing health condition, or preventative care for any of the following employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchild; or sibling. Child shall include biological, foster, adopted, stepchild, legal ward or child standing in loco parentis. Parent shall include biological, foster, adoptive, stepparent, parent of spouse, or legal guardian. Restrictions placed upon the use of sick leave by an employee as set forth in this section shall apply to the use of Family Sick Leave.

This benefit is not cumulative. The City may require a doctor's certificate to verify the illness or disability of the family member.

- B. Up to 12 workweeks of leave without pay for family and medical care leave will be granted to employees who have worked a minimum of 1,250 hours in the 12 months preceding the date of the leave as outlined in the Family and Medical Leave Act. As specified in the Act, the City will maintain the level of benefits the employee is entitled to per the Memorandum of Understanding with the employee responsible for maintaining a timely schedule of payments for any employee portion of cost.

With a timely request by the employee and verification, such leave will be approved in the following instances:

- 1) for the birth or adoption of a child of the employee;
- 2) to care for a newborn child of the employee;
- 3) to care for the employee's parent, child or spouse who has a serious health condition;
- 4) for placement of a child for foster care; or
- 5) for the employee's own serious health condition which makes the employee unable to perform his/her job.

ARTICLE IV – SUPPLEMENTAL BENEFITS

SECTION 24. HEALTH/DENTAL/VISION INSURANCE

The City shall allocate the full insurance premium up to the PERSCare (family plan) rate as designated by CalPERS for the acquisition of health benefits. Employees will receive a rebate of 50% of any unused allocation. The City's contribution for dental insurance shall be 100% employer-paid for family coverage for the term of this MOU. The City's contribution for vision insurance shall be 100% employer-paid for family coverage for the term of this MOU.

SECTION 25. PERS RETIREMENT BENEFITS

- A. For employees hired before November 1, 2011, the City shall continue the current 2.7%@55 California Public Employees' Retirement System pension benefit and maintain Survivor Benefits at Level 3 for the duration of this contract.

- B. Employees hired on or after November 1, 2011, shall receive the 2%@55 retirement benefit formula in accordance with Government Code section 21354; with the Three Year Final Compensation formula under Government Code section 20037
- C. Per the Public Employees' Pension Reform Act of 2013, membership in the Public Employees' Retirement System (PERS) is as follows: Employees hired after January 1, 2013 who are new to Cal-PERS, or are returning members with a break in service greater than six months, will be enrolled into the 2% @ 62 retirement plan formula. Qualifying returning members with a break in service less than six months may be enrolled into the 2%@ 55 retirement plan formula.

SECTION 26. PERS RETIREMENT EMPLOYEE CONTRIBUTIONS

- A. Management Employees in City Retirement Tiers I-IV will contribute on a pre-tax basis as follows:

Tier I:	2.7%@55, 8% employee contribution
Tier II:	2.7%@55, 8% employee contribution
Tier III:	2%@55, 7% employee contribution
Tier IV:	2%@62, employee contribution is 50% of the "normal costs" as determined by CalPERS

SECTION 27. RETIREE MEDICAL

Pursuant to state law, Cal. Gov't Code §22892, the City will continue to provide the same contribution for PERS retirees as for active employees.

SECTION 28. TUITION REIMBURSEMENT

The educational reimbursement policy of the City for Management employees shall remain in effect as follows:

- A. The Director of Human Resources may authorize Management Unit employees to attend training courses in approved schools or programs, including graduate and extension courses, at the City's expense. Courses or training must be related to the employee's position or to a position in the City to which he/she may reasonably expect to be promoted in the future.

Prior to enrollment, an employee shall submit a tuition reimbursement request form outlining the course or program and costs, and shall obtain the department head's and Director of Human Resources' approval. Supplies and

transportation must be obtained at the employee's expense

The expense of required textbooks will be paid for by the City.

All educational reimbursement shall be subject to the availability of funds budgeted in each fiscal year, and it shall be the responsibility of the employee to determine if sufficient monies remain in the fund before submitting a request for reimbursement. Funds will be issued on a first-come, first-served basis.

An employee shall complete a college or university course or a training course with a grade of C, better, or reimburse all funds authorized by the City. An employee who receives training pursuant to this section shall remain in City employment for one year from the date the class or program begins, or reimburse the City one-half of the tuition expense. The conditions may be waived only by the Director of Human Resources.

- B. Employees shall be eligible to receive up to a maximum of up to \$1,500 per fiscal year for educational reimbursement, up to a maximum of \$12,000 total for all employees covered by this MOU, for the reimbursement of educational expenses.
- C. Employees wishing to be reimbursed for educational expenses shall have until August 31 of each year (April 30 for summer courses) to submit his/her request for reimbursement (up to a maximum of 12 units per semester). All approved requests received prior to required dates will receive an equitable portion of the existing fund. Requests received after the required dates will be processed on a first-come, first-served basis if any funds remain. Courses starting in previous fiscal year and completing in the next, will apply to previous fiscal year if required documents are submitted prior to June 30.

SECTION 29. LIFE INSURANCE

The City agrees to provide life insurance coverage to employees in the amount of 1½ times the employee's annual salary. The City pays the premium in full. The City also offers an optional life insurance plan that the employee may purchase on his or her own.

SECTION 30. LONG TERM DISABILITY

The City will provide a long term disability plan for employees. The City does not pay into the State disability system. This plan is used in lieu of State disability. The plan provides a monthly benefit of 66 2/3% of the employee's monthly salary after a sixty-day waiting period. For employees designated as Executive Management by Resolution a supplemental monthly benefit of 75% of the employee's monthly salary

for disability will commence after a ninety-day waiting period.

SECTION 31. WELLNESS PROGRAM

Employees covered hereunder are eligible to receive reimbursement for an annual physical examination, healthcare screenings, supplements to vision and dental costs, chiropractic, wellness/fitness program, and alternative medicine, excluding cannabis containing products, at City expense of up to \$500 per fiscal year. Wellness/fitness program shall include fitness center membership dues, fitness classes and activities, personal trainer, nutrition programs, dietary supplements, and nutritionist. Alternative medication shall include acupuncture, body movement therapies, like yoga or tai chi, homeopathy, naturopathy, herbal medicine, Ayurvedic medicine, oriental medicine and massage therapy. Massage therapy must be provided at a nationally recognized center or therapy center.

SECTION 32. WORKERS' COMPENSATION-INDUSTRIAL INJURIES PRIOR TO NOVEMBER 1, 2011

- A. Any employee who suffers bodily injury or sickness occurring in the course and scope of employment as contemplated by the Workers' Compensation Law of the State of California shall be entitled to benefits as provided by that Law.
- B. If the employee wishes to go to his/her own doctor, he/she must have a memo placed in the employee's file in the Department of Human Resources indicating the name, address and phone number of the physician. If a note is not in the file, the employee must go to the employer's doctor for the first 30 days.
- C. A leave of absence for an industrial injury shall not be considered a break in service for the purpose of rights to salary adjustment, sick leave, vacation, or seniority to which an employee would be entitled if not absent. If on the day of the accident the employee is sent home by the doctor, he/she will receive full salary for that day. If the employee has to be off beyond the day of the accident, he/she may request the use of accumulated sick leave or vacation for the next three days of absence. Beginning the fourth day of industrial leave, the employee will be paid disability compensation as stipulated by California State Law, and will be allowed to supplement such compensation to full base salary with accrued benefits such as sick, vacation or other paid leave. Upon return to work from an industrial leave, if the employee's doctor sends him/her

home at some future date for the same injury or illness, the employee will also receive full salary for the remainder of that day.

- D. An employee will only receive payment for absences authorized in writing by the attending physician. The employee must provide his/her department with these written authorizations within 24 hours after the visit to the doctor.

SECTION 33. WORKERS' COMPENSATION-INDUSTRIAL INJURIES ON OR AFTER TO NOVEMBER 1, 2011

- A. Any employee who suffers bodily injury or illness occurring in the course and scope of employment as stipulated by the Workers' Compensation Laws of the State of California shall be entitled to benefits as provided by such Laws. The corresponding City policy shall be compliant with the Workers' Compensation Laws of the State of California.
- B. If the employee wishes to go to his/her own doctor, he/she must provide the Department of Human Resources a Pre-Designation of Personal Physician Form or a memo to be placed in the employee's file indicating the doctor's name, address, and phone number. If a note is not in the file, the employee must go to the employer's doctor for the first 30 days. Employees may elect to change their pre-designated doctor at any time.
- C. If on the day of the accident the employee is sent home by the doctor, he/she will receive full salary for that day. If the employee has to be off beyond the day of the accident, he/she may request the use of accumulated sick leave, vacation or other paid leave for the next three days of absence. Beginning the fourth day of workers' compensation leave, provided the claim is determined to be compensable, the employee shall be paid temporary total disability (TTD) payments as stipulated by the Workers' Compensation Laws of the State of California. Employees eligible for Family Medical Leave Act (FMLA) benefits, will be required to supplement temporary total disability payments to full base salary by using accrued sick leave, vacation or other paid leave. Upon exhaustion of protected FMLA leave, an employee shall have the option to supplement his/her temporary total disability payments with accrued leaves.
- D. Upon return to work from a workers' compensation leave, if the employee's doctor sends him/her home at some future date for the same injury or illness, the employee shall also receive full salary for the remainder of that day.
- E. An employee shall only receive payment for absences authorized in writing by

the workers' compensation primary treating doctor. The employee must provide his/her department with these written authorizations within 24 hours after the visit to the doctor.

- F. An employee who is off due to a work-related injury or illness, provided the claim is determined to be compensable, shall receive temporary total disability payments and shall continue to receive the following benefits as if they had been present for duty: employee shall accrue vacation and sick leave and receive payment for holidays (in accordance with the MOU). An employee shall continue to accrue seniority and be eligible for salary adjustments while they are on paid or unpaid workers' compensation leave.
- G. An employee no longer eligible to receive temporary total disability payments shall no longer receive the following benefits: vacation and sick leave accruals and payment for holidays.
- H. An employee who is off due to a work-related injury or illness, provided the claim is determined to be compensable, shall receive temporary total disability payments and shall continue to receive the City's contribution to the employee's medical, dental, vision, life and long-term disability insurance.
- I. An employee who is off due to a work-related injury or illness and is no longer eligible to receive temporary total disability payments, shall be responsible for paying the full premium for the employee's medical, dental, vision, life and long-term disability insurance. The long-term disability and life insurance premiums may be waived depending on the employee's long-term disability benefit.

ARTICLE V – EMPLOYMENT PROVISIONS

SECTION 34. AT-WILL STATUS

Management employees serve at the will of the City Manager and may be removed at any time with or without cause. Management employees do not serve in positions for which a probation period is established.

SECTION 35. DISCIPLINE

Any management employee may be discharged without cause or be subjected to other disciplinary measures, and shall have no right of hearing or appeal, except as provided by the Norwalk Municipal Code.

SECTION 36. TRANSFER OR REASSIGNMENT OF WORK LOCATION

The City will provide five (5) working days advance notice to an employee in the event he/she must be involuntarily transferred or reassigned to another work shift and/or work location. In the event the transfer or reassignment is as a result of discipline, disability, emergency, or acts beyond management's control, the five-day notice will not be required.

In the event a bargaining unit member's position is eliminated as a result of a reduction in force, and that member has not been offered a reasonable alternative management position with the City, the City shall pay to the bargaining unit member severance compensation in accordance with Norwalk Municipal Code §2.24.100(B).

APPENDIX A

Classifications subject to the MOU shall be as follows:

Administrative Services Manager
Building and Safety Manager
City Clerk
Communications & Public Affairs Manager
Controller/Deputy Treasurer
Deputy City Manager (Administration)
Director of Community Development
Director of Finance/City Treasurer
Director of Public Safety
Director of Public Services/City Engineer
Director of Recreation & Park Services
Executive Director of Regional Transportation
Fleet Maintenance Manager
Housing Manager
Manager of Transit Operations
Planning Manager
Principal Civil Engineer
Public Services Manager
Recreation Superintendent
Senior Civil Engineer
Social Services Manager
Transit Administrative Officer

THIS MEMORANDUM OF UNDERSTANDING is hereby executed by the authorized representatives of the CITY OF NORWALK and the NORWALK ASSOCIATION OF MANAGEMENT EMPLOYEES and entered into this 1st day of July 2019, and shall become effective when the same has been ratified and adopted by resolution of the City Council of the City of Norwalk.

NORWALK ASSOCIATION OF
MANAGEMENT EMPLOYEES

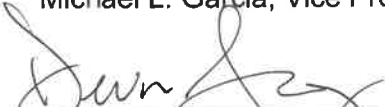
Signed:



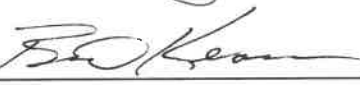
Kristin Maithonis, President




Michael L. Garcia, Vice President

 12/30/19

Devon Jimenez, Secretary



Bill Kearns, Member-at-large



Jessica Serrano, Member-at-large

12/12/19


Date Signed

CITY OF NORWALK

Signed:



Jesus Gomez, City Manager



Carina Montes
Acting Director of Human Resources/Risk
Manager

12/12/19

Date Signed

Appendix 3 – Discrimination and/or Discriminatory Harassment in Employment Policy

CITY OF NORWALK	POLICY/PROCEDURE
NUMBER 2-1	SUBJECT
ORIGINAL ISSUE December 1992	Discrimination and/or Discriminatory Harassment in Employment Policy
CURRENT ISSUE / EFFECTIVE ISSUE January 2012	SUPERSEDES May 2008; November 2007; January 2002; November 1998

PURPOSE

The purpose of this policy is to define and issue to all employees the City of Norwalk policy on the prohibition of discrimination and/or discriminatory harassment in employment. This policy establishes the City's commitment to provide a work environment free from discrimination and/or discriminatory harassment. This policy defines and sets forth complaint procedures to include investigation and resolution of complaints by or against any employee or applicant or from a person providing service pursuant to a contract.

Discrimination and discriminatory harassment violates this policy. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, reinstatement, transfer, leave of absence, compensation, and training. Moreover, this policy applies to all employees including part-time, full-time, volunteers, non-supervisory personnel, supervisors, managers, and non-employees who have contact with City employees.

POLICY

Discrimination of an applicant or employee or harassment of an applicant or employee by a supervisor, management employee, co-worker or elected or appointed City official on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, sexual orientation, age, sex, genetic information, or any other basis inconsistent with federal, state, or applicable laws and regulations are strictly prohibited and will not be tolerated by the City of Norwalk. It is the responsibility of all employees to ensure that the work place is free of harassment. Employees are obligated to report discrimination or discriminatory harassment of themselves or of a co-worker.

Under no circumstances shall there be retaliation in any form against any employee or applicant because he or she made a complaint of discrimination or discriminatory harassment in good faith. Under no circumstances shall there be retaliation in any form against any employee or applicant who has provided information as a witness to an incident of alleged discrimination or discriminatory harassment.

This policy shall be posted in conspicuous places in the City, be given to all new employees upon hire, and be reaffirmed annually. This policy shall extend to employees' use of City computer systems, the Internet, and social media, blogs, message boards or other Internet postings. Employees who have questions about their rights and obligations set forth herein should contact the Department of Human Resources. Employees found to have violated this policy will be subject to disciplinary action up to and including termination.

DEFINITIONS

A. Claimant

Person reporting allegations of misconduct that fits the definition of discrimination or discriminatory harassment.

B. Discrimination or Discriminatory Harassment

Discrimination or Discriminatory Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct that is discriminatory with respect to any matter related to employment on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, sexual orientation, age, or any other basis inconsistent with federal, state, or applicable laws and regulations. Discrimination or Discriminatory Harassment need not be explicit, nor even specifically directed at the victim.

Sexual harassment is defined by law to include the following:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment (example: a promise of continued employment or a threat of termination based on submission);
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual (example: poor job evaluations or failure to increase income as a result of rejection of such conduct); or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (example: lewd comments, dirty jokes, nude pictures, obscene gestures, etc.).

Behavior that does not rise to the level of illegal harassment as defined by law may still be unacceptable in the workplace and a violation of this policy subjecting an employee to disciplinary action up to and including termination.

Examples of Discrimination or Discriminatory Harassment include, but are not limited to:

1. *Verbal Harassment* - Inappropriate or offensive remarks, slurs, jokes, or innuendoes based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, sexual orientation, age, sex, genetic information, or any other basis inconsistent with federal, state, or applicable laws and regulations. This may include, but is not limited to name-calling, belittling, sexually explicit or degrading words inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy or sexual orientation; unwelcome flirting or proposition; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender or sexual orientation.
2. *Physical Harassment* - Inappropriate or offensive touching, assault or physical interference with free movement when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, sexual orientation, age, sex, genetic information,

military service, or any other basis inconsistent with federal, state, or applicable laws and regulations. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing aside or blocking another person, whistling or sexual gestures.

3. *Visual or Written Harassment* - The display or circulation of offensive or derogatory visual or written material related to basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, sexual orientation, age, sex, genetic information, military service, or any other basis inconsistent with federal, state, or applicable laws and regulations. This may include, but is not limited to, posters, notices, bulletins, cartoons, drawings, graffiti, reading materials, computer graphics, Internet, social media, or other electronic media transmissions or postings.
4. *Quid Pro Quo Sexual Harassment* – In Latin “Quid Pro Quo” means “this for that”. Quid pro quo occurs when submission to sexual conduct is explicitly or implicitly made a condition of a job or of a job benefit. Quid pro quo also occurs when the absence of submission to sexual conduct either explicitly or implicitly results in job loss or disadvantage.
6. *Hostile Work Environment* - Work environment that is permeated with sexually oriented talk, innuendo, insults or abuse not relevant to the subject matter of the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual or if an individual merely witnesses harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual’s work.

Romantic or sexual relationships between supervisors and employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcomed, becomes unwelcomed and harassing.

C. Equal Employment Officer

The City’s Director of Human Resources or other person designated by the City Manager is the Equal Employment Officer (EEO). The Equal Employment Officer acts as a neutral third party in a complaint, and is responsible for investigating, examining the facts, and determining whether unlawful harassment occurred.

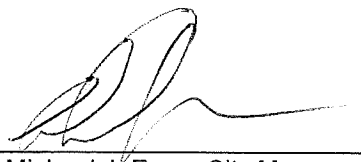
D. Outside Agencies

Employees are encouraged to use the internal procedures set forth in this policy; however, employees have the right to file a complaint with the federal Equal Employment Opportunity Commission, the State of California Department of Fair Employment and Housing, or other agency.

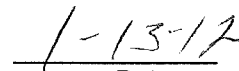
COMPLAINT PROCEDURES

The following procedures are intended to facilitate the timely resolution of complaints of unlawful discrimination and/or discriminatory harassment at the workplace.

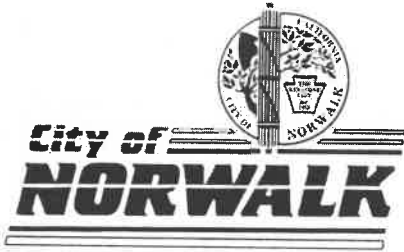
- A. All employees should report any conduct, which fits the definition of discrimination or discriminatory harassment to any supervisor. In a case where the complaint may involve the employee's immediate supervisor, the employee should notify their manager or the City's EEO. This complaint can be an oral or written report. All such communications shall be kept confidential to the extent possible. Complaints, whether from employees or applicants, should be made promptly after the alleged discriminatory act. Any supervisor, or department head who receives a complaint, observes or otherwise learns of discriminatory or harassing behavior in the workplace shall immediately report it to the EEO.
- B. The EEO or designee will meet with the claimant during regularly scheduled work hours. The EEO will conduct an initial examination of the complaint to determine if a formal investigation should be conducted. This initial examination may include meetings with other parties or witnesses involved. The EEO will report his/her findings to the City Manager for further consideration.
- C. If the initial examination merits further assessment, the EEO will require the claimant to submit a detailed and signed complaint listing allegations.
- D. Upon receipt of the complaint, the EEO will make whatever inquiries are necessary to verify and remedy the discriminatory or harassing practices; this includes but is not limited to interviewing the claimant, the alleged, and witnesses. The EEO or the person to whom this responsibility is delegated to will investigate the complaint, review factual information gathered and determine whether the policy has been violated.
- E. All employees are required to cooperate with any investigation of any alleged act of discrimination or discriminatory harassment. Under no circumstances will information be altered or withheld; this will impede the City's ability to properly respond to the allegations.
- F. The EEO shall make appropriate remedial recommendations to the City Manager. Per the City Manager's direction, the EEO will issue a final determination giving consideration to the totality of the circumstances, including the nature of the alleged incidents and the context in which the alleged incidents occurred.
- G. If the claimant is dissatisfied with the findings and resolution of the complaint, claimants are informed that they may file a complaint with an outside agency. Claimants may file with the federal Equal Employment Opportunity Commission, or the State of California Department of Fair Employment and Housing.



Michael J. Egan, City Manager



Date



**ACKNOWLEDGMENT OF RECEIPT OF
DISCRIMINATION AND/OR
DISCRIMINATORY HARASSMENT IN
EMPLOYMENT POLICY
ISSUE: JANUARY 2012**

I certify that I have received a copy of the City of Norwalk's Discrimination and/or Discriminatory Harassment in Employment Policy. I understand that if any of this information is unclear or if I have any questions; I can receive clarification from my supervisor, Department Head, and/or from the Department of Human Resources. I acknowledge that part of my duties, as an employee is to observe and follow the policy and procedure outlined herein. I further acknowledge the following:

- That I understand the purpose of the Discrimination and/or Discriminatory Harassment in Employment Policy and recognize the City's Commitment to keeping a workplace and work environment free from discrimination and/or discriminatory harassment.
- That I have had my questions regarding the Discrimination and/or Discriminatory Harassment in Employment Policy answered and/or understand that if I have questions at a future date I can ask my supervisor, Department Head, or Human Resources for clarification.
- That I have reported any violations to my knowledge of the Discrimination and/or Discriminatory Harassment in Employment Policy and that I understand that it is my obligation to report any violations that I may become aware of at a future date.
- That I understand the procedures outlined in the Discrimination and/or Discriminatory Harassment in Employment Policy; therefore, understand the sequence of events from the point a report of discrimination or discriminatory harassment is received until final resolution.

Employee Signature

Date

Employee Name (Print)

Department

Appendix 4 – Salary Schedule

RESOLUTION NO. 21-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORWALK AMENDING THE SALARY SCHEDULE FOR FISCAL YEAR 2021/2022 FOR GENERAL AND HOURLY UNIT EMPLOYEES AND EXECUTIVE MANAGEMENT AND MID MANAGEMENT UNIT EMPLOYEES TO INCORPORATE THE 2022 CALIFORNIA MINIMUM WAGE REQUIREMENTS

WHEREAS, Norwalk Municipal Code (NMC) §2.24.070 allows for the adoption and revision of a compensation plan (salary schedule) by resolution; and

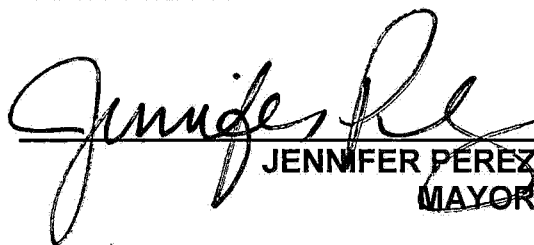
WHEREAS, the salary schedule has been amended and supersedes all previously adopted salary schedules.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORWALK HEREBY DETERMINES, FINDS, AND RESOLVES AS FOLLOWS:

Section 1. Pursuant to NMC §2.24.070, the City Council hereby adopts the Fiscal Year 2020/21 Salary Schedule attached as Exhibit A.

Section 2. The Mayor, or presiding officer, is hereby authorized to affix her signature to this Resolution signifying its adoption by the City Council of the City of Norwalk and the City Clerk, or her duly appointed assistant, is directed to attest thereto.

APPROVED AND ADOPTED this 7th day of December 2021.


JENNIFER PEREZ
MAYOR

ATTEST:

I, **Theresa Devoy**, City Clerk of the City of Norwalk, California **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 21-74** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Norwalk City Council, held December 7, 2021, and that the same was approved and adopted by the following vote to wit:

AYES: Councilmembers Ramirez, Rios, and Valencia, Vice Mayor Ayala, and Mayor Perez
NOES: None
ABSENT: None

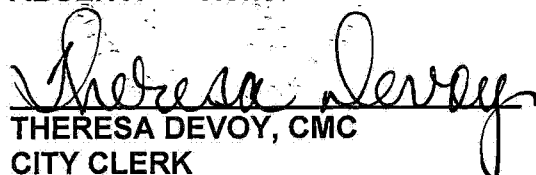

THERESA DEVOY, CMC
CITY CLERK

Exhibit A

**CITY OF NORWALK
PROPOSED SALARY SCHEDULE
FY 2021-2022
Effective December 26, 2021**

A. CITY COUNCIL

Name of Position	Rate Type	Step A	Step B	Step C	Step D	Step E
Mayor	Monthly	N/A	N/A	N/A	N/A	950.91
Vice-Mayor	Monthly	N/A	N/A	N/A	N/A	950.91
Councilmember	Monthly	N/A	N/A	N/A	N/A	950.91

B. EXECUTIVE MANAGEMENT

Name of Position	Rate Type	Step A	Step B	Step C	Step D	Step E
City Manager	Monthly	N/A	N/A	N/A	N/A	22,286
Executive Dir. of Regional Transportation	Monthly	14,480	15,204	15,964	16,762	17,600
Deputy City Manager	Monthly	13,081	13,735	14,422	15,143	15,900
Dir. of Public Services/City Engineer	Monthly	12,094	12,699	13,334	14,000	14,700
Dir. of Community Development	Monthly	11,269	11,832	12,424	13,045	13,697
Dir. of Finance/City Treasurer	Monthly	11,269	11,832	12,424	13,045	13,697
Dir. of Human Resources/Risk Manager	Monthly	11,269	11,832	12,424	13,045	13,697
Dir. of Public Safety	Monthly	11,269	11,832	12,424	13,045	13,697
Dir. of Recreation & Park Svcs.	Monthly	11,269	11,832	12,424	13,045	13,697
Dir. of Social Services	Monthly	11,269	11,832	12,424	13,045	13,697
City Clerk	Monthly	11,269	11,832	12,424	13,045	13,697

C. MID-MANAGEMENT

Name of Position	Rate Type	Step A	Step B	Step C	Step D	Step E
Admin. Services Manager	Monthly	9,415	9,886	10,381	10,900	11,445
Building and Safety Manager	Monthly	9,415	9,886	10,381	10,900	11,445
Principal Civil Engineer	Monthly	9,415	9,886	10,381	10,900	11,445
Controller/Deputy Treasurer	Monthly	9,415	9,886	10,381	10,900	11,445
Public Services Manager	Monthly	9,415	9,886	10,381	10,900	11,445
Transit Administrative Officer	Monthly	9,415	9,886	10,381	10,900	11,445
Development Services Manager	Monthly	9,415	9,886	10,381	10,900	11,445
Communications & Pub Affairs Mgr	Monthly	8,628	9,060	9,513	9,988	10,488
Fleet Maintenance Manager	Monthly	8,628	9,060	9,513	9,988	10,488
Housing Manager	Monthly	8,628	9,060	9,513	9,988	10,488
Manager of Transit Operations	Monthly	8,628	9,060	9,513	9,988	10,488
Public Safety Manager	Monthly	8,628	9,060	9,513	9,988	10,488
Recreation Superintendent	Monthly	8,628	9,060	9,513	9,988	10,488
Senior Civil Engineer	Monthly	8,628	9,060	9,513	9,988	10,488

D. GENERAL UNIT						
Name of Position	Rate Type	Step A	Step B	Step C	Step D	Step E
Associate Engineer	Monthly	7,364	7,732	8,119	8,525	8,951
Plans Examiner	Monthly	7,364	7,732	8,119	8,525	8,951
Business Development Asst.	Monthly	7,203	7,563	7,942	8,339	8,756
Senior Planner	Monthly	7,203	7,563	7,942	8,339	8,756
Assistant City Clerk	Monthly	6,822	7,163	7,521	7,898	8,292
Information Systems Coordinator	Monthly	6,822	7,163	7,521	7,898	8,292
Principal Human Resources Analyst	Monthly	6,822	7,163	7,521	7,898	8,292
Senior Center Manager	Monthly	6,822	7,163	7,521	7,898	8,292
Senior Building Inspector	Monthly	6,822	7,163	7,521	7,898	8,292
Special Projects Coordinator	Monthly	6,822	7,163	7,521	7,898	8,292
Fleet Maintenance Supervisor	Monthly	6,634	6,966	7,314	7,680	8,064
Water Utilities Supervisor	Monthly	6,634	6,966	7,314	7,680	8,064
Maintenance Supervisor	Monthly	6,318	6,634	6,966	7,314	7,680
Senior Code Compliance Inspector	Monthly	6,318	6,634	6,966	7,314	7,680
Community Development Specialist	Monthly	6,241	6,553	6,881	7,225	7,586
Rehabilitation Specialist	Monthly	6,241	6,553	6,881	7,225	7,586
Assistant Engineer	Monthly	6,208	6,519	6,845	7,187	7,546
Childcare Program Manager	Monthly	6,208	6,519	6,845	7,187	7,546
Senior Management Analyst	Monthly	6,208	6,519	6,845	7,187	7,546
Senior Accountant	Monthly	6,208	6,519	6,845	7,187	7,546
Senior Transit Oprs. Supervisor	Monthly	6,208	6,519	6,845	7,187	7,546
Social Services Supervisor	Monthly	6,208	6,519	6,845	7,187	7,546
Lead Equipment Mechanic	Monthly	6,162	6,471	6,794	7,134	7,490
Transit Safety & Training Coord.	Monthly	6,162	6,471	6,794	7,134	7,490
Public Works Inspector II	Monthly	6,077	6,381	6,700	7,035	7,387
Creative Coordinator	Monthly	6,045	6,347	6,664	6,998	7,347
Recreation Supervisor	Monthly	6,045	6,347	6,664	6,998	7,347
Senior Executive Assistant	Monthly	6,045	6,347	6,664	6,998	7,347
Building Inspector II	Monthly	5,931	6,227	6,539	6,866	7,209
Assistant Planner	Monthly	5,620	5,901	6,196	6,506	6,831
Public Safety Officer III	Monthly	5,620	5,901	6,196	6,506	6,831
Traffic Signal Technician II	Monthly	5,544	5,822	6,113	6,418	6,739
Code Compliance Inspector	Monthly	5,498	5,773	6,061	6,365	6,683
Accountant I	Monthly	5,397	5,667	5,950	6,248	6,560
Management Analyst	Monthly	5,397	5,667	5,950	6,248	6,560
Human Resources Analyst	Monthly	5,397	5,667	5,950	6,248	6,560
Financial Analyst	Monthly	5,397	5,667	5,950	6,248	6,560
Childcare Program Supervisor	Monthly	5,385	5,654	5,937	6,234	6,546
Executive Assistant	Monthly	5,385	5,654	5,937	6,234	6,546
Human Resources Technician	Monthly	5,385	5,654	5,937	6,234	6,546
Payroll Specialist	Monthly	5,385	5,654	5,937	6,234	6,546
Social Services Coordinator	Monthly	5,385	5,654	5,937	6,234	6,546
Water Service Worker II	Monthly	5,169	5,427	5,698	5,983	6,282
Housing Specialist II	Monthly	5,162	5,420	5,691	5,976	6,275
Purchasing Agent	Monthly	5,162	5,420	5,691	5,976	6,275
Traffic Signal Technician I	Monthly	5,162	5,420	5,691	5,976	6,275

D. GENERAL UNIT						
Name of Position	Rate Type	Step A	Step B	Step C	Step D	Step E
Payroll Personnel Technician	Monthly	5,124	5,380	5,649	5,932	6,228
Mechanic	Monthly	5,107	5,362	5,630	5,911	6,207
Transit Oprs. Supervisor	Monthly	5,082	5,336	5,602	5,883	6,177
Public Safety Technician	Monthly	5,032	5,284	5,548	5,826	6,117
Building Inspector I	Monthly	4,998	5,248	5,510	5,786	6,075
Facility Maintenance III	Monthly	4,998	5,248	5,510	5,786	6,075
Deputy City Clerk	Monthly	4,922	5,169	5,427	5,698	5,983
Graphic Design Specialist	Monthly	4,922	5,169	5,427	5,698	5,983
Recreation Coordinator	Monthly	4,922	5,169	5,427	5,698	5,983
Senior Services Coordinator	Monthly	4,922	5,169	5,427	5,698	5,983
Economic Development Coordinator	Monthly	4,792	5,032	5,283	5,547	5,825
Maintenance Worker III	Monthly	4,792	5,032	5,283	5,547	5,825
Public Safety Officer II	Monthly	4,792	5,032	5,283	5,547	5,825
Tree Trimmer II	Monthly	4,775	5,014	5,265	5,528	5,804
Administrative Secretary	Monthly	4,752	4,990	5,239	5,501	5,776
Engineering Technician	Monthly	4,752	4,990	5,239	5,501	5,776
Office Assistant III	Monthly	4,752	4,990	5,239	5,501	5,776
Storekeeper II	Monthly	4,752	4,990	5,239	5,501	5,776
Transit Administrative Specialist	Monthly	4,752	4,990	5,239	5,501	5,776
Community Worker	Monthly	4,657	4,890	5,134	5,391	5,660
Childcare Coordinator	Monthly	4,645	4,877	5,121	5,377	5,646
Community Development Assistant	Monthly	4,645	4,877	5,121	5,377	5,646
Facility Maintenance II	Monthly	4,645	4,877	5,121	5,377	5,646
Family Self-Sufficiency Coordinator	Monthly	4,645	4,877	5,121	5,377	5,646
Housing Specialist I	Monthly	4,645	4,877	5,121	5,377	5,646
Management Assistant	Monthly	4,645	4,877	5,121	5,377	5,646
Account Clerk III	Monthly	4,578	4,807	5,047	5,299	5,564
Production Specialist	Monthly	4,578	4,807	5,047	5,299	5,564
Production Supervisor	Monthly	4,578	4,807	5,047	5,299	5,564
Tree Trimmer I	Monthly	4,553	4,781	5,020	5,271	5,534
Permit Technician	Monthly	4,466	4,690	4,924	5,170	5,429
Bus Operator	Monthly	4,435	4,657	4,889	5,134	5,390
Dispatcher	Monthly	4,435	4,657	4,889	5,134	5,390
Maintenance Worker II	Monthly	4,328	4,545	4,772	5,011	5,261
Water Service Worker I	Monthly	4,239	4,451	4,673	4,907	5,152
Public Safety Officer I	Monthly	4,126	4,333	4,549	4,777	5,016
Social Service Worker II	Monthly	4,126	4,333	4,549	4,777	5,016
Storekeeper I	Monthly	4,126	4,333	4,549	4,777	5,016
Account Clerk II	Monthly	4,037	4,239	4,451	4,673	4,907
Equipment Service Worker	Monthly	4,037	4,239	4,451	4,673	4,907
Records Technician	Monthly	4,037	4,239	4,451	4,673	4,907
Childcare Specialist	Monthly	3,879	4,073	4,276	4,490	4,715
Customer Service Asst.	Monthly	3,879	4,073	4,276	4,490	4,715
Office Assistant II	Monthly	3,879	4,073	4,276	4,490	4,715
Payment Specialist	Monthly	3,879	4,073	4,276	4,490	4,715
Transportation Resource Coord.	Monthly	3,879	4,073	4,276	4,490	4,715

D. GENERAL UNIT						
Name of Position	Rate Type	Step A	Step B	Step C	Step D	Step E
Facility Maintenance I	Monthly	3,817	4,008	4,208	4,418	4,639
Eligibility Worker	Monthly	3,561	3,739	3,926	4,122	4,329
Maintenance Worker I	Monthly	3,561	3,739	3,926	4,122	4,329
Office Assistant I	Monthly	3,561	3,739	3,926	4,122	4,329
Quality Control Specialist	Monthly	3,561	3,739	3,926	4,122	4,329
Social Service Worker I	Monthly	3,379	3,548	3,725	3,912	4,107
Community Information Assistant	Monthly	3,246	3,408	3,578	3,757	3,945
Intake Specialist	Monthly	3,246	3,408	3,578	3,757	3,945

E. HOURLY UNIT						
Name of Position	Rate Type	Step A	Step B	Step C	Step D	Step E
Senior Management Analyst	Hourly	34.77	36.50	38.33	40.25	42.26
Building Inspector II	Hourly	33.23	34.90	36.64	38.47	40.40
Information Systems Specialist	Hourly	33.20	34.86	36.60	38.43	40.35
Code Compliance Inspector	Hourly	30.78	32.32	33.94	35.64	37.42
Management Analyst	Hourly	30.24	31.75	33.34	35.01	36.76
Prevention Specialist	Hourly	28.07	29.48	30.95	32.50	34.12
Building Inspector I	Hourly	27.99	29.39	30.86	32.40	34.02
Public Safety Officer II	Hourly	27.64	29.02	30.47	32.00	33.60
Account Clerk III	Hourly	25.66	26.94	28.29	29.70	31.19
Bus Operator	Hourly	25.59	26.86	28.20	29.61	31.09
Production Specialist	Hourly	23.31	24.48	25.70	26.99	28.33
Public Safety Officer I	Hourly	23.13	24.29	25.50	26.78	28.11
Storekeeper	Hourly	23.13	24.29	25.50	26.78	28.11
Account Clerk II	Hourly	22.60	23.73	24.92	26.17	27.47
Payment Specialist	Hourly	22.37	23.49	24.66	25.89	27.20
Office Assistant II	Hourly	21.74	22.83	23.97	25.17	26.43
Mechanic Trainee	Hourly	21.74	22.83	23.97	25.17	26.43
Pool Manager	Hourly	21.23	22.30	23.41	24.58	25.81
Recreation Leader III	Hourly	21.23	22.30	23.41	24.58	25.81
Dispute Resolution Coordinator	Hourly	20.83	21.88	22.97	24.12	25.32
Senior Program Aide	Hourly	20.83	21.88	22.97	24.12	25.32
Dispatcher	Hourly	20.47	21.49	22.56	23.69	24.87
Public Safety Dispatcher	Hourly	20.47	21.49	22.56	23.69	24.87
Equipment Service Helper	Hourly	20.47	21.49	22.56	23.69	24.87
Eligibility Worker	Hourly	19.96	20.96	22.01	23.11	24.27
Quality Control Specialist	Hourly	19.96	20.96	22.01	23.11	24.27
Office Assistant I	Hourly	19.96	20.96	22.01	23.11	24.27
Social Service Worker I	Hourly	18.93	19.88	20.87	21.91	23.01
Social Worker	Hourly	18.93	19.88	20.87	21.91	23.01
Community Information Assistant	Hourly	18.17	19.08	20.03	21.03	22.08

Intake Specialist	Hourly	18.17	19.08	20.03	21.03	22.08
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E. HOURLY UNIT						
Name of Position	Rate Type	Step A	Step B	Step C	Step D	Step E
Senior Lifeguard	Hourly	17.50	18.38	19.29	20.26	21.27
Athletic Trainer	Hourly	16.04	16.84	17.68	18.56	19.49
Instructor Guard	Hourly	15.73	16.52	17.34	18.21	19.12
Site Coordinator	Hourly	15.56	16.33	17.15	18.01	18.91
Lifeguard	Hourly	15.32	16.09	16.89	17.73	18.62
Recreation Leader II	Hourly	15.32	16.09	16.89	17.73	18.62
Bus Operator Trainee	Hourly	15.01				
Administrative Intern	Hourly	15.00	15.75	16.54	17.36	18.23
Production Assistant	Hourly	15.00	15.75	16.54	17.36	18.23
Planning Intern	Hourly	15.00	15.75	16.54	17.36	18.23
Dishwasher	Hourly	15.00	15.75	16.54	17.36	18.23
Meal Driver	Hourly	15.00	15.75	16.54	17.36	18.23
Nutrition Aide	Hourly	15.00	15.75	16.54	17.36	18.23
Office Aide	Hourly	15.00	15.75	16.54	17.36	18.23
Station Attendant	Hourly	15.00	15.75	16.54	17.36	18.23
Maintenance Assistant	Hourly	15.00	15.75	16.54	17.36	18.23
Recreation Leader I	Hourly	15.00	15.75	16.54	17.36	18.23
Youth Worker	Hourly	15.00				

Appendix 5 – Previous Goals

Previous EEO Program Goals 2018-2021

Short Term Goals

NTS has identified the following anticipated vacancies over the next year:

- 13 Part Time Coach Operators
- 1 Office Assistant II

Based on the identified openings, NTS does not anticipate being able to impact its underutilization within the next year, however, should an opportunity arise, NTS will consider its underutilized workforce groups when hiring and promoting employees.

Long Term Goals

Norwalk has identified the following positions over the next 4 years:

2019:

- 7 Part-Time Coach Operators
- 1 Full-Time Coach Operators
- 1 Full-Time Mechanic

2020:

- 5 Full-Time Coach Operators
- 1 Full-Time Coach Operators

2021:

- 3 Part-Time Coach Operators
- 2 Full-Time Coach Operators
- 1 Office Assistant II
- 1 Transit Operations Supervisor

Based on the identified anticipated openings listed above, as well as Norwalk's institutional knowledge of the natural anticipated attrition and promotion process, NTS believes that we can decrease the identified underutilization in the male minority (Asian and Black) skilled craft positions by 1% in the male Asian category or 2% in the male black category (1 hire). Doing so would eliminate the underutilization in either the male Black or male Asian category over the next 4 years.

Norwalk also believes that it can reduce the underutilization of black females in the skilled craft category by 1% (1 hire) to impact the underutilization. In addition, NTS believes that it can reduce the underutilization of white females in the Professional category by 2% over the next 4 years (1 hire). While Norwalk is aware that these goals will not eliminate the underutilization in these categories, we found this goal to be reasonable and attainable based on the goal setting guidelines outlined above.

Prior Goal Analysis

The results of all hirings and promotions conducted during the previous program are listed below:

2018

- 1 Safety & Training Coordinator Hired
- 1 Storekeeper II Hired
- 1 Equipment Services Helper Hired
- 2 Trainees Hired
- 6 On-Call (hourly) Coach Operators Hired
- 4 Part Time Coach Operators were promoted to Full Time

2019

- 7 Part Time Coach Operators Hired
- 1 Full Time Mechanic Hired

2020

- 1 Equipment Service Helper Hired
- 1 Part Time Coach Operator Hired

2021

- 2 Part Time Coach Operators Hired
- 1 Part Time Office Assistant Hired

Beginning in 2018, several employees were hired to fill key roles. In 2019, eight out of nine hiring goals were attained. Not only were positions filled during these years, but underutilization was reduced in the service–maintenance EEO category. This success demonstrates NTS commitment to eliminating underutilization and ensuring equitable employment practices. In 2020, the unexpected onset of the global health pandemic drastically impacted NTS operations and produced new circumstances that required immediate attention. Additionally, since the start of the pandemic people are evaluating how and where they want to be employed which has led to resignations and unprecedented staffing shortages.

Despite properly disseminated job postings and external recruitment ads, NTS has suffered immensely since 2020 to properly staff all departments. In a continued effort to address severe staffing shortages, NTS has proposed to Norwalk City Council an incentive program to attract and retain new employees (Appendix 8). The passage of this proposal could lead to many new applicants which will enable NTS to hire employees that address current underutilization. NTS will continue to use all available resources to recruit and retain employees to achieve the goals outlined in the 2022-2025 EEO program.

Appendix 6 – Organizational Chart

FY 21-22
Approved Budget



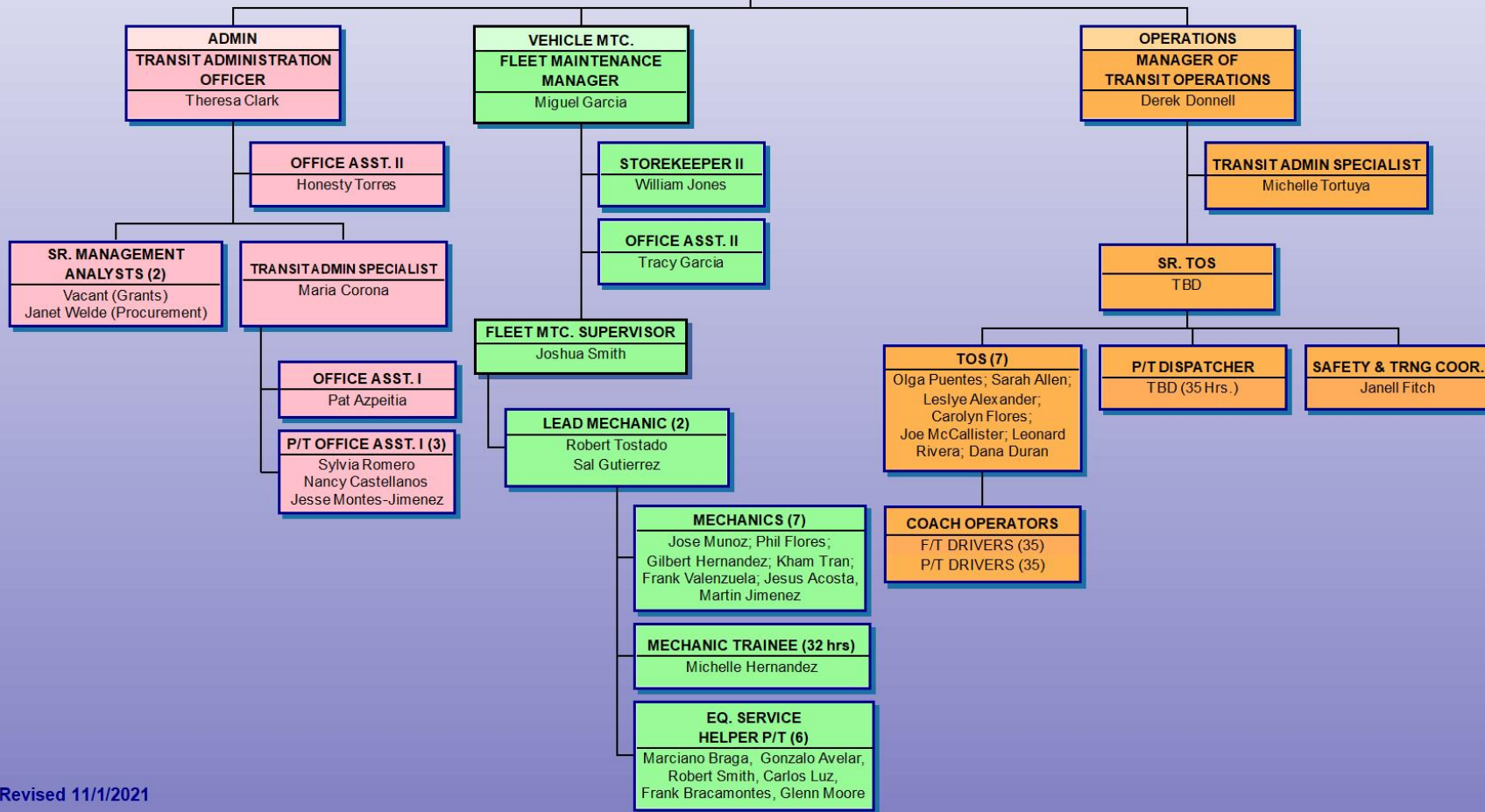
**CITY OF NORWALK
TRANSPORTATION DEPARTMENT**

EXEC. DIR. OF REGIONAL TRANSPORTATION
Jim Parker

OFFICE ASST. III
Cecilia Hernandez

H.R. TECHNICIAN
Maria Barrera

OFFICE ASST. II
Lisett Garber



Revised 11/1/2021

Appendix 7 – Subrecipient & Contractor EEO Plan Verification

Appendix 7 – List of Subcontractors & EEO Verification

1) First Transit, Inc. (*Paratransit Service*) – EEO Program Verified by:



James C. Parker, Executive Director of Regional Transportation

11/27/2022

Date

Appendix 8 – Public Outreach/Employee Incentive Campaign



City Council Agenda Report
January 18, 2022

TO: Honorable City Council

FROM: Jesus M. Gomez, City Manager

BY: James C. Parker, Executive Director of Regional Transportation
Carina Montes, Director of Human Resources
Theresa Clark, Transit Administrative Officer
Derek Donnell, Transit Operations Manager

**SUBJECT: EMPLOYEE INCENTIVE CAMPAIGN FOR ATTRACTING AND
RETAINING NORWALK TRANSIT SYSTEM FULL-TIME/PART-TIME
TRANSIT BUS OPERATORS**

Background:

Norwalk Transit System (NTS) continues to maintain its commitment to providing regular fixed-route services throughout the Coronavirus-19 pandemic. However, a shortage of bus operators persists which has resulted in negative impacts to provision of service (i.e. curtailing portions of service and disruptions to maintaining service reliability). The shortage of bus operators has been compounded by accelerated incidents of COVID-19 cases, resulting in bus operators having to call-out sick on extended leave of absences and as well as a higher attrition rate due to retirement, etc.

Proactive steps have been taken to address attracting and retaining bus operators, including City Council approving an increase to the Transportation Department's Fiscal Year 2021/22 budget to allow for the following:

1. Adding five full-time Bus Operator positions.
2. Increasing the hourly compensation rate for twenty-two part-time Bus Operators.
3. Reducing the number of part-time Bus Operators from 35 to 25.

Additionally, NTS was authorized to create a \$1,000 signing bonus to encourage more individuals to apply for Part-time Bus Operator positions as a proactive strategy to compete with other transit agencies and private industry organizations (i.e. Amazon, Lyft, Uber, etc.).

City Council
Public Outreach/Employee Incentive Campaign For Attracting
and Retaining Norwalk Transit System Full-Time/Part-Time
Transit Bus Operators

January 18, 2022
Page No. 2

However, NTS continues to experience on-going challenges that negatively impact maintaining fixed-route services as it relates to recruitment and retention of bus operators.

Public (Social Media) Outreach:

There has been a trend by Los Angeles County municipal transit agencies, including, Gardena, Montebello Bus Lines, Santa Monica, and Torrance Transit, to actively recruit bus operators via their own separate social media accounts (i.e. Twitter, Instagram, Facebook, etc.). Therefore, NTS will develop Twitter, Instagram and Facebook accounts to create tailored content for Transit and drive engagement in promoting critical needs and activities; including recruitment, transit service announcements, and alerts.

The new NTS Intelligent Transit System (Avail) has a passenger information interface capability (website), <https://nts.rideralerts.com> or myStop app for smartphone users:

Apple - <https://apps.apple.com/us/app/mystop-mobile/id591959423>

Android - <https://play.google.com/store/apps/details?id=com.AvailTec.MyStop>

The Avail system provides the public with real time alerts regarding any service disruptions, service changes, etc. This information will be incorporated with our social media outreach.

Employee Incentive Campaign:

NTS's needs to create additional incentives for hiring and maintaining the required workforce. There is a need to reconsider implementation of a referral bonus program for existing employees who refer candidates for employment as a recruiting tool. A referral bonus of \$500 for each Part-time Bus Operator candidate who successfully completes six months of employment should be offered in order to enhance recruitment efforts and to complete with other Los Angeles County transit agencies who already offer this incentive. This referral bonus will not be available to Transit management employees.

Fiscal Impact:

Funding for public outreach and employee incentives will be covered from existing Federal Transit Administration's American Rescue Plan Act (ARPA) program funds. A budget adjustment will be made during the mid-year budget process. There is no impact to the general fund.

Citizens Advised: N/A

**City Council
Public Outreach/Employee Incentive Campaign For Attracting
and Retaining Norwalk Transit System Full-Time/Part-Time
Transit Bus Operators**

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Strategic Plan 2021 Implementation: N/A

Recommended Action:

Staff recommends City Council approve the Department of Transportation Transit employee referral program for \$500 for Part-time Bus Operator candidates who complete six months of employment.

Attachments: N/A