

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE  
CITY OF NORWALK**

**AND THE**

**NORWALK ASSOCIATION OF  
MANAGEMENT EMPLOYEES**

**JULY 1, 2022 – JUNE 30, 2025**



## TABLE OF CONTENTS

SECTION	TITLE	PAGE
	Preamble	1
 <u>ARTICLE I: MANAGEMENT PROVISIONS</u>		
1	Recognition	1
2	Term of Memorandum of Understanding (MOU)	1
3	Nondiscrimination	2
4	City's Rights and Responsibilities	2
5	Association Employee Representative and Alternate Listing	3
6	Bulletin Boards and Distribution of Notices	3
7	Notification of Job Classification Changes	4
8	Maintenance of Existing Benefits	4
9	Changes in Mandatory Subjects of Bargaining	4
10	Savings	4
11	Strikes and Lockouts	5
12	Full Understanding	5
 <u>ARTICLE II: COMPENSATION</u>		
13	Salaries	5
14	Deferred Compensation	5
15	Automobile	6
16	Direct Deposit	6
 <u>ARTICLE III: LEAVE PROVISIONS</u>		
17	Vacation	6
18	Holidays	7
19	Management Leave	8
20	Bereavement Leave	8
21	Jury Duty	8
22	Sick Leave	9
23	Family Sick Leave	10

ARTICLE IV: SUPPLEMENTAL BENEFITS

24	Medical/Dental/Vision Insurance	11
25	PERS Retirement Benefits	11
26	PERS Retirement Employee Contributions	12
27	Retiree Medical Insurance	12
28	Tuition Reimbursement	12
29	Life Insurance	13
30	Long Term Disability	13
31	Wellness Program	14
32	Workers' Compensation Industrial Injuries Prior to November 1, 2011	14
33	Workers' Compensation Industrial Injuries on or after November 1, 2011	15

ARTICLE V: EMPLOYMENT PROVISIONS

34	At-will Status	16
35	Discipline	16
36	Transfer or Reassignment of Work Location	17
Attachments: Appendix A (Classifications Subject to the MOU)		18
Signature Page		19

**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 2022, 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, 2022 and end on June 30, 2025.

### 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 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 section is intended to modify the City's obligations under the Meyers-Miliias-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 the first pay period covering July 1, 2022, salaries for NAME employees will increase by six percent (6%).
- B. Effective the first pay period covering July 1, 2023, salaries for NAME employees will increase by five percent (5%).
- C. Effective the first pay period covering July 1, 2024, salaries for NAME employees will increase by four percent (4%).

### 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 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

Effective July 1, 2022, all Executive Management employees will receive a monthly vehicle allowance of \$400.00.

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 workweek.

## 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 of 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 of the highest 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 \$1,500 per fiscal year for educational reimbursement. An annual budget of \$12,000 will be available for this fund.
- 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:

The following are Executive Management Positions:

City Clerk  
Deputy City Manager  
Director of Community Development  
Director of Finance/City Treasurer  
Director of Public Affairs & Communication  
Director of Public Safety  
Director of Public Services/City Engineer  
Director of Recreation & Park Services  
Director of Social Services  
Executive Director of Regional Transportation


The following are Mid-Management Positions:

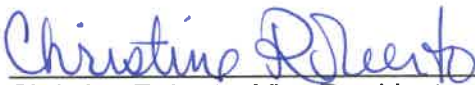
Building and Safety Manager  
Controller/Deputy Treasurer  
Development Services Manager  
Emergency Preparedness Manager  
Fleet Maintenance Manager  
Housing Manager  
Information Technology Manager  
Manager of Transit Operations  
Principal Civil Engineer  
Public Safety Manager  
Public Services Manager  
Recreation Superintendent  
Senior Civil Engineer  
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 1<sup>st</sup> day of July 2022, 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:

  
\_\_\_\_\_  
Glen W. C. Kau, P.E., President

  
\_\_\_\_\_  
Christine Roberto, Vice President

N/A  
\_\_\_\_\_  
VACANT, Secretary


  
\_\_\_\_\_  
Gabriela Regalado, Member-at-large

  
\_\_\_\_\_  
Derek Donnell, Member-at-large

8.2.22  
\_\_\_\_\_  
Date Signed

**CITY OF NORWALK**

Signed:

  
\_\_\_\_\_  
Jesus M. Gomez, City Manager

  
\_\_\_\_\_  
Carina Montes, Director of Human Resources/Risk Manager

8/1/22  
\_\_\_\_\_  
Date Signed