

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF NORWALK

AND THE

NORWALK CITY EMPLOYEES ASSOCIATION

(GENERAL & HOURLY UNITS)

July 1, 2015 - June 30, 2017



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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, 2015, 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-Miliias-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 employees employed by the City in the classifications referenced in Appendix "A" of this MOU subject to the applicable provisions of the law. To be eligible for representation, Hourly Unit employees must work a combination of a minimum of six (6) months per year and an average of at least 15 hours per week in that six (6) month period. "3,000 hour Hourly Unit employees" are defined as any hourly employees who have worked in excess of 3,000 hours for the City with no voluntary break in service of more than one year. 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, 2015 and end on June 30, 2017.

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. No employee shall be intimidated, coerced, restrained or discriminated against by the City or the Union in any manner which is unlawful pursuant to state or 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 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 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 46, Discipline and Article 48, 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 48, 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.
- 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.

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 2015 through June 2017, 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.

For fiscal year 2015/2016, the Independence Day holiday coincides with a closed Friday. Therefore, General Unit employees on the 9/80 schedule will convert this holiday into a holiday to be used on December 24, 2015. For Transit Operations and Equipment Maintenance Operations, this holiday was recognized on Saturday, July 4, 2015.

For fiscal year 2015/2016, the New Year's Day holiday coincides with a closed Friday. Therefore, General Unit employees on the 9/80 schedule will convert this holiday into a floating holiday to be used during fiscal year 2015/2016. For Transit Operations and Equipment Maintenance Operations, the New Years Day holiday will be recognized on Friday, January 1, 2016.

For fiscal year 2016/2017, the Christmas Day holiday will be recognized on Monday, December 26, 2016 for General Unit employees on the 9/80 schedule. For Transit Operations and Equipment Maintenance Operations, the Christmas Day holiday will be recognized on Sunday, December 25, 2016.

For fiscal year 2016/2017, the New Year's Day holiday will be recognized on Monday, January 2, 2017 for General Unit employees on the 9/80 schedule. For Transit Operations and Equipment Maintenance Operations, the New Year's Day holiday will be recognized on Sunday, January 1, 2017.

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 2015 to June 2017 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 2015 to June 2017 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

General Unit Employees in Transit Operations and Equipment Maintenance Operations working on an Actual or Recognized Holiday shall be compensated eight (8) hours for the holiday, and paid straight time for hours worked (noting that assignments normally paid for eight (8) hours shall be paid eight (8) hours) on either the Actual or Recognized Holiday. In the event the General Unit employee works on both the Actual and Recognized Holiday, they shall be compensated straight time for hours worked and eight (8) hours for the Actual Holiday and at straight-time for hours worked on the Recognized Holiday.

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.

Mechanics in Transit/Equipment Maintenance provide regular service on the following holidays--Dr. Martin Luther King, Jr. Day; President's Day; Veterans Day, and the Friday after Thanksgiving. Consequently, these holidays will be regular workdays and Mechanics will receive eight (8) hours in-lieu floating holiday to be used within one year of the holiday.

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 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.
- 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 of sick leave to attend to an illness of a child, parent or spouse. Child shall include biological, foster, adopted, stepchild, legal ward or child standing in loco parentis. Parent shall include biological, foster, adoptive, stepparent 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.
- 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.

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, 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.

- B. 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.
- 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.
- D. 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.

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 January 1, 2016, the City shall contribute up to a maximum of \$850 per month toward the cost of the employee's medical insurance premium. Effective January 1, 2017, the City shall contribute up to a maximum of \$900 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 \$400/month cash benefit. 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.

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

- A. Effective January 1, 2016, the City shall contribute up to a maximum of \$245 per month toward the cost of the employee's and dependent's 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. Effective January 1, 2017, the City shall contribute up to a maximum of \$260 per month toward the cost of the employee's and dependent's 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 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's vision insurance premium shall be \$5.50 per month 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 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.

ARTICLE 33. PERS RETIREMENT EMPLOYEE CONTRIBUTIONS

- A. Effective the first payroll of July 2015, General Unit employees in City Retirement Tiers I-III will contribute 1.5%, or up to an additional 1.5%, of the CalPERS employee contribution. Contributions will be on a pre-tax basis. Effective the first payroll in July 2015, employee contributions are as follows:

Tier I:	2.7% @ 55, 2.5% employee contribution
Tier II:	2.7% @ 55, 6.5% employee contribution
Tier III:	2% @ 55, 6.5% 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 2016, General Unit employees in City Retirement Tiers I-III will contribute 1.5%, or up to an additional 1.5%, of the CalPERS employee contribution. Contributions will be on a pre-tax basis. Effective the first payroll in July 2016, employee contributions are as follows:

Tier I:	2.7% @ 55, 4% 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

Per Assembly Bill 1222 (Public Employees' Pension Reform Act of 2013 Exemption for Transit Employees), the City of Norwalk is a transit agency that receives Federal funding and is subject to Section 13(c) of the Federal Transit Act located at Section 5333(b) of Title 49 of the U.S. Code (49 U.S.C. § 5333(b)); consequently, the City of Norwalk has transit employees who are compensated through funds received under Federal transit grants and as a result, are impacted by AB 1222, which exempts public employees whose interests are protected by Section 13(c) from the PEPRA. Assembly Bill 1222 is an urgency bill exempting California transit employees from all the provisions of PEPRA until January 1, 2015, or until a court determines that the provisions of PEPRA do not violate specified Federal transit labor laws. Upon resolution of this determination, the appropriate modification and notification to each impacted employee will be prepared. If final resolution determines that affected City

of Norwalk transit employees are exempt from PEPRA, affected employees will be assigned from Tier IV to Tier III per the provisions of this extension (Article 33, C).

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.

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 the first payroll in July 2015, salaries for General Unit employees will be increased by 3% and salaries for Hourly Unit employees will be increased by 1.5%.
- B. Effective the first payroll in July 2016, salaries for General Unit employees will be increased by 3% and salaries for Hourly Unit employees will be increased by 1.5%.

ARTICLE 42. 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 43. TRANSIT HOLIDAY STANDBY PAY

Transportation Operations Supervisors and Equipment Maintenance personnel required on holidays to leave work 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 44. 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 45. 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 46. 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 47. 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 48. GRIEVANCE PROCEDURE

- 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 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.

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 - 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 49. 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.

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 50. 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 51. 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.

E. 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. 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 52. 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.

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 53. 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 54. 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 55. SAFETY EQUIPMENT

Employees who are required to wear safety shoes/boots in accordance with CalOSHA 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 with qualifying safety footwear at no cost to the employee. Provided footwear will comply with specifications outlined in Title 8, California Code of Regulations.

ARTICLE 56. 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 57. 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 58. 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 59. 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.

ARTICLE 60. REPRESENTATIONAL TIME-OFF

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 one hundred sixty (160) hours per year.

ARTICLE 61. 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 62. 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 63. 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.

ARTICLE 64. 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.

ARTICLE 65. 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 the Union with a list of such certifications.

APPENDIX A

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

Account Clerk II	Maintenance Worker II
Account Clerk III	Maintenance Worker III
Administrative Secretary	Management Analyst
Assistant City Clerk	Mechanic
Assistant Engineer	Office Assistant I
Assistant Planner	Office Assistant II
Associate Engineer	Office Assistant III
Building Inspector I	Payment Specialist
Building Inspector II	Payroll Specialist
Business Development Assistant	Permit Technician
Buyer	Production Specialist
Child Care Program Manager	Property Maintenance Inspector
Child Care Program Supervisor	Public Safety Officer I
Coach Operator	Public Safety Officer II
Community Development Assistant	Public Safety Officer III
Community Development Specialist	Public Works Inspector II
Community Information Assistant	Purchasing Agent
Community Worker	Recreation Coordinator
Customer Service Asst.	Recreation Supervisor
Dispatcher	Senior Accountant
Dispute Resolution Coord.	Senior Building Inspector
Economic Development Coordinator	Senior Center Manager
Eligibility Worker	Senior Planner
Engineering Technician	Senior Management Analyst
Equipment Service Worker	Senior Property Maint. Inspector
Facility Maintenance I	Senior Services Coord.
Facility Maintenance II	Senior Transportation Oprs. Supervisor
Facility Maintenance III	Social Services Worker I
Family Self-Sufficiency Coord.	Social Service Worker II
Public Information Specialist	Storekeeper
Housing Specialist I	Traffic Signal Technician I
Housing Specialist II	Traffic Signal Technician II
Housing Specialist III	Transportation Oprs. Supervisor
Information Systems Coordinator	Transit Administration Coord.
Lead Equipment Mechanic	Transit Grant Analyst
Lead Public Safety Officer	Transit Safety & Training Coord.
Maintenance Supervisor	Tree Trimmer I
Maintenance Worker I	Tree Trimmer II

Water Service Worker I
Water Service Worker II

Water Utilities Supervisor

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

Account Clerk II	Office Aide
Account Clerk III	Office Assistant I
Administrative Intern	Office Assistant II
Building Inspector I	Planning Intern
Building Inspector II	Pool Manager
Children's Dental Program Clerk	Production Assistant
Coach Operator Trainee	Production Specialist
Coach Operator On-Call	Property Maintenance Inspector
Code Compliance Inspector	Public Safety Officer I
Community Information Assistant	Quality Control Specialist
Dispatcher	Recreation Leader I
Dispute Resolution Coordinator	Recreation Leader II
Eligibility Worker	Recreation Leader III
Equipment Service Helper	Senior Lifeguard
Instructor Guard	Senior Program Aide
Intake Specialist	Social Service Worker I
Lead Public Safety Officer	Station Attendant
Lifeguard	Storekeeper
Maintenance Assistant	Youth Worker

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

Executive Secretary (Administration)	Office Assistant III (HR)
Office Assistant I - Hourly (HR)	Human Resources Analyst
Office Assistant I (HR)	Human Resources Technician
Office Assistant II - Hourly (HR)	Senior Human Resources Analyst
Office Assistant II (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 ____ day of October 2015, 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: 11/17/2015



David Sterling, IAMAW Business
Representative

Richard Suarez, IAMAW Grand Lodge
Special Representative



Matt Vibert, Coach Operator



Raudel Perez, Public Safety Officer I



Sandra Rojas, Public Safety Officer I



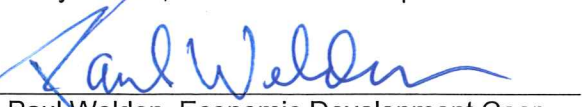
Ramon Meza, Mechanic



Joe Otero, Maintenance Worker II



Tony Rivera, On-Call Coach Operator



Paul Weldon, Economic Development Coor.

CITY OF NORWALK

Date Signed: 11-17-15



Michael J. Egan, City Manager



Ernie Hernandez, Deputy City Manager



Theresa Clark, Manager of Strategic
Planning & Admin. Services



Veronica Garcia, Director of Social Services



Inez Alvarez, Public Services
Superintendent



Patrick Matson, Senior Human Resources
Analyst



Erin Hodges, Senior Human Resources
Analyst