



Approved by Personnel Committee

October 11, 1979

Approved by Common Council as Amended

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Nothing in these rules or regulations is to be interpreted as an abridgement or a change in any collective bargaining agreement between the City and a designated collective bargaining representative.

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I. DEFINITIONS

Section 1

The following terms when used in the Personnel Rules and Regulations shall mean:

- a. *Appointing Authority* – Whomever is designated by the City Charter to hire. Where the Charter is silent the appointing authority is presumed to be the Mayor or his/her designee.
- b. *Permanent Employee* – Any employee who has successfully completed the probationary period and has been permanently appointed as provided in these rules and regulations.
- c. *Full-time Employee* – Any employee whose position requires he/she work thirty-seven and one-half (37.5) or more hours weekly.
- d. *Part-time Employee* – Any employee who works less than thirty-seven and one-half hours per week.
- e. *Temporary Employee* – Any employee working three (3) months or less in a calendar year and any employee hired to serve in an emergency position. All federally and state funded positions shall be considered as temporary regardless of the length of the funding period.
- f. *Seasonal Employee* – Any employee hired for less than five (5) months during any one year or twenty (20) hours or less during a week.
- g. *Position* – A group of current duties and responsibilities assigned or delegated by competent authority requiring the full or part-time service of one person.
- h. *Probation Period* – A test period during which an employee is required to demonstrate, by his/her work, his/her fitness to perform the duties for which he/she was hired.
- i. *Transfers* – A change of an employee from one Department to another. The Charter gives the Mayor the authority to temporarily transfer any clerical employee.
- j. *Emergency Appointment* – Shall be filled by the appointing authority with any person available for the period of the emergency who meets the minimum qualifications of the positions.

II. RECRUITMENT

Section 2

If a position is not filled through the bidding procedures as specified in the various collective bargaining agreements or if a position is not part of a collective bargaining agreement and the appointing authority decides to fill it, the following recruitment procedures will be followed:

- a. *Newspaper Advertisements* – The Personnel Department shall advertise all vacancies in at least two (2) newspapers having general circulation in the Norwalk area. The position will also be posted with the State of Connecticut Employment Service. All advertising will carry the statement that the City of Norwalk is an Equal Opportunity Employer.
- b. *Posting In-House* – Simultaneous with the newspaper advertising any non-collective bargaining position will be advertised in-house to allow City employees the opportunity to apply.
- c. *Affirmative Action Recruiting* – In keeping with the City’s position as an equal opportunity employer, Community Based Agencies in Fairfield County will be notified of all vacancies within the City.
- d. *Information* – All position announcements shall specify the title of the position, the salary or salary range, the nature of the work to be performed, necessary qualifications, the closing date for receiving applications and any other information considered pertinent by the Personnel Department.
- e. *Acceptance of Applications* – City applications and/or resumes will be processed by the Personnel Department only. Only candidates meeting the minimum qualifications established will be considered for a position within the City.

III. EXAMINATIONS

Section 3

When the appointing authority, in consultation with the appropriate Department Head and the Personnel Director, considers it necessary, the Personnel Department shall be responsible for administering examinations for the purpose of determining the eligibility of applicants to fill existing or anticipated vacancies.

The Fire and Police Commissions will have final approval for any examination they deem necessary for entry or promotional positions.

IV HIRING PROCEDURES

Section 4

1. Resumes and/or applications will be pre-screened for qualifications at Personnel and forwarded to the Department Head.
2. The Department and/or Board or Commission will review applications and advise Personnel as to whom he/she/they wish to interview and when.
3. The Personnel Department will arrange the interview schedule for non-bid positions.
4. Prior to interviews, the Personnel Director or his/her designee will meet with the Interviewer or the Interviewing Committee to establish proper interviewing procedures and proper questions to be asked.
5. The Personnel Department will be notified within two (2) days of the close of interviews of the name of the individual selected.
6. In case of the selection of a Department Head or Assistant Department Head, the initial interviewing panel shall consist of at least three (3) Interviewers, one of whom shall be a practitioner in the field and who shall not be a City employee.
7. The panel shall refer three (3) names to the Personnel Director, who will forward them to the appointing authority.
8. The appointing authority may choose to interview the candidates prior to selecting one (1) of the three (3) individuals referred for the position.
9. If the appointing authority does not wish to appoint one (1) of the three (3) candidates, the position will be re-advertised and the process will begin anew.

V. APPOINTMENTS

Section 5

- a. All appointments to City positions shall require the approval of the Personnel Director or his/her designee. No appointment to a City position is final until this approval is received. Approval may only be withheld if the candidate selected does not meet the minimum qualifications as established by the approved job description.
- b. Where it is considered necessary by the City, a background investigation will be made on applicants that are under consideration for sensitive positions.
- c. References shall also be checked prior to an offer of employment being made and this information may be made part of the applicant's file. All such information shall be handled as confidential information.

- d. The City can require new employees to have a complete medical examination prior to their appointment.
- e. Appointments to temporary or emergency positions shall not exceed three (3) months except that this period may be extended in unusual circumstances with the approval of the Personnel Director. All appointments will be approved by the Department Head or his/her designee and the Personnel Director or his/her designee.
- f. Any employee hired by the City of Norwalk who has previously worked for the Norwalk Board of Education, the Norwalk Redevelopment Agency, the Norwalk Transit District, or any government agency other than a Department of the City will not receive credit for that time worked when hired by the City.
- g. All appointments to City positions shall be contingent upon the candidate's ability to successfully pass a pre-employment physical examination, which includes a drug test at the City's expense.

VI. PROBATIONARY PERIOD

Section 6

All professional and confidential positions not covered by a Collective Bargaining Agreement shall have a probationary period of six (6) months. The probationary period for Department Heads will be one (1) year. During the probationary period, the Department Head or in the case of a Department Head, the appointing authority may terminate the employment of a probationary employee. A probationary employee shall have no recourse to the grievance procedures if he/she is terminated.

During the probationary period, two (2) written performance evaluations shall be prepared by the Department Head or the appointing authority, or the appointing authority in conjunction with the Mayor. The evaluations shall recommend whether the employee should receive permanent status or be required to resign.

Probationary employees will be covered for all benefits except paid vacations during their probation. Employees who successfully complete the probationary period shall have all rights and benefits accrued as of their date of employment.

VII. SALARIES, WAGES AND BENEFITS

Section 7

It shall be the general policy of the City to begin new employees at the minimum rate of the salary range for the position. It may be necessary on occasion because of prevailing labor market conditions and scarcity of qualified applicants to begin a new employee at a higher level.

- a. Employees not covered by a Collective Bargaining Agreement will not be entitled to an increase in salary until they have completed their probationary period. Future salary adjustments would be based on a performance evaluation.
- b. The Mayor or his/her designated representative shall establish an annual evaluation system for all employees based on standards of performance and shall establish regulations for its use.
- c. The evaluation will be used to establish a salary based on performance for the following fiscal year for employees not included in a collective bargaining agreement. Two (2) unsatisfactory performance evaluations will be cause for dismissal.
- d. The Mayor shall request the Common Council to approve salary adjustments for employees not covered by a Collective Bargaining Agreement, no later than the first meeting in April and these adjustments will be for the following fiscal year.
- e. An individual hired on or before the 15th of the month will earn a vacation and sick day for that month. Anyone hired after the 15th will not receive any credit for that month.
- f. A person resigning or retiring on or after the 15th will receive credit for a vacation and a sick day that month. Anyone resigning or retiring prior to the 15th will not receive vacation or sick day credits for that month.
- g. A sick day is accumulated at the end of the month.
- h. Employees who are members of the Norwalk City Employees Pension Plan shall retire no later than the month in which he or she attains age 70. Provided, however, that the appointing authority with the concurrence of the Mayor may permit an employee to continue working past age 70 if the employee has made the request in writing ninety (90) days prior to his or her 70th birthday. The appointing authority with the concurrence of the Mayor may extend employment one (1) year at a time beyond age 70 and will notify the employee in writing of its decision. In no instance will an employee be allowed to continue in the City's employment beyond the month he or she is age 75, except that this provision is not applicable to any City employee who is currently over age 75.

No employees shall continue to contribute to the Norwalk City Employees Pension Fund after he or she attain age 70. If an employee remains in the employ of the City past his or her 70th birthday, pension and retirement benefits will be computed as of the 70th birthday.

Fire and Police uniformed personnel will be covered by the provisions of the pension plans for their respective departments.

VIII. CONDUCT OF EMPLOYEES

Section 8

It must always be accepted by all City employees that they are employed in order to provide a service to the public. It is essential that employees realize that this public trust requires a strict code of conduct on their part.

- a. An employee should not engage in any business or transaction that is incompatible with the proper discharge of his/her official duties; accept private employment or render services for private interests when such employment or service would tend to impair his/her duties; accept a retainer or compensation that is contingent upon a specific action by a governmental body of the City; represent private interests in any action or proceeding against the interest of the City in any litigation to which the City is a party.
- b. An employee should not accept any gift of significant value from any person, firm or corporation which has any business dealings with the City.

IX. WORK RULES

Section 9

- a. Employees will normally work 37.5 hours per week with one hour for lunch or as specified in the applicable Collective Bargaining Agreement.
- b. Employees are expected to begin work promptly at their scheduled starting time. If an employee is unable to report to work because of illness or for any other reason, it is his/her responsibility to telephone his/her Supervisor or his/her designee at the regular reporting time or, if possible, prior to that time, so that the necessary arrangements can be made to cover the employee's duties.
- c. Failure to communicate with the Supervisor, his/her designee, or in the event he/she is not available, the Personnel Department, concerning an absence is cause for disciplinary action.
- d. All departments shall maintain attendance records for all employees and shall furnish these reports, upon request, to the Personnel Department.
- e. Coffee breaks shall be limited to ten (10) minutes in the morning and ten (10) minutes in the afternoon.
- f. All employees required to serve on jury duty shall receive the difference between his/her regular pay and his/her jury duty pay.
- g. The City shall in no way be liable, or grant sick leave, in case of an injury to an employee while he/she is engaged in outside employment or for any occupational illness attributed to the outside employment. This is not to include any life insurance or health insurance benefits the employees presently enjoy.

- h. A medical certificate acceptable to the Department Head and Personnel Director shall be furnished by the employee at his/her own expense for frequent or habitual absence from duty and when, in the opinion of the Department Head or Personnel Director, there is reasonable cause for requiring such a certificate.

X. PENALTIES

Section 10

- a. *Causes of Disciplinary Action* – An employee may be reprimanded, suspended, or dismissed for reason such as, but not limited to, the following”
 - 1. Violation of any section of these rules and regulations.
 - 2. Failure to obey a reasonable order, either written or oral, provided that nothing in this subsection shall be construed to require an employee to commit an unlawful act.
 - 3. Refusal to perform a normal quantity or quality of work.
 - 4. Inefficiency
 - 5. Recklessness on the job.
 - 6. Habitual tardiness or absenteeism.
 - 7. Use of abusive language to a Supervisor or to the Public.
 - 8. Fraudulently obtaining sick or injury leave.
 - 9. Consumption of alcohol/or the illegal use of drugs on the job when treatment is refused.
 - 10. Performing unauthorized services for others during working hours.
 - 11. Conviction of a crime involving moral turpitude.
 - 12. Any conduct which materially impairs the efficiency with which the City provides services to the citizens.
- b. *Penalties* – Penalties fall into three categories:
 - 1. *Reprimand* – In situations where an oral warning has not resulted in expected improvements, or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy shall be placed in the employee’s personnel file.
 - 2. *Suspension* – A Department Head may, for disciplinary reasons, suspend with written notice, any permanent employee in his/her department. Notice of such suspension shall be reported to the Personnel Director or his/her designee immediately and in writing. In all suspensions, the Personnel Director or his/her designee shall be furnished with a written statement specifically setting forth reasons for the suspension and a copy of the statement shall be furnished the employee.
 - 3. *Dismissal* – A permanent employee may be dismissed by the City for activities prohibited in Section 10a, or for other just cause. The employee will be notified in writing of his/her dismissal. A probationary employee may be dismissed by a Department Head or Appointing Authority without the need to establish cause.

NOTE: Employees may use the applicable grievance procedure to appeal a reprimand, suspension or dismissal.

XI SEPARATIONS

Section 11

At the time of separation and prior to final payment of any compensation due the employee, all records, assets or other items of City property in the employee's possession shall be transferred to his/her Supervisor. Any amount due because of a shortage in the above shall be withheld from the employee's final compensation or collected through other appropriate action.

Employees terminating for any reason must come to the Personnel Office for a pink slip, pension withdrawal and as required by state law, the offer of continuing medical coverage for thirty-nine (39) weeks at the City's group rate.

a. *Resignation* – An employee in good standing who is voluntarily leaving the employ of the City should notify his/her Supervisor in writing at least two (2) weeks prior to the effective date of resignation. A shorter period of notice may be permitted because of extenuating circumstances. The resignation letter should be forwarded to Personnel along with the necessary forms to terminate the employee from payroll.

b. *Layoff* – When a position is discontinued or abolished because of a change of duties, reorganization, lack of work or lack of funds, the layoff will be accomplished as provided for by the applicable Collective Bargaining Agreement. If there is no applicable Collective Bargaining Agreement the Personnel Department will notify the employee (s) at least four (4) weeks prior to the effective date.

Laid-off employees will be offered any position which becomes available in the department from which the layoff took place for which they are qualified in order of seniority. All laid-off employees will have recall rights for a period of one (1) year from the date of layoff.

c. *Dismissal* – Shall be for cause of a permanent employee. Probationary employees may be dismissed at any time during the probationary period.

d. *Disability* – An employee may be separated for a disability when he/she cannot perform the required duties of his/her position. If eligible, the employee will be given a disability pension.

e. *Death* – Separation shall be effective as of the date of death. Any compensation due the employee shall be paid to his/her designated beneficiary.

XII. TRANSFER, PROMOTIONS, ASSIGNMENT CHANGES

Section 12

a. *Transfer* – Transfer of an employee from one position and/or department to another position and/or department may be effected by the Appointing Authority when:

b.

1. It is the best interest of the City.
 2. It will provide the employee with further training and development.
 3. It will permit the employee to continue in the employ of the City rather than be laid off.
- c. *Promotions* – Insofar as reasonable and consistent with the best interests of the City, vacancies may be filled by the Appointing Authority by promotions from among City employees. No Supervisor shall deny any employee permission to apply for a promotional opportunity within the City. When the Appointing Authority determines there is an insufficient number of qualified employees from within the City, it shall consider outside applicants along with City employees. In all cases, the City shall require that candidates for promotion meet the minimum qualifications for the position.
- d. *Temporary Reassignment* – The Appointing Authority may temporarily reassign an employee of the City to another department, assuming the following conditions are met:
1. The reassignment is in the best interest of the City.
 2. The employee works in a position with duties comparable to those in his/her regular position.
- e. *Demotions* – An employee may be demoted to a position of a lower grade:
1. When a position is abolished; reclassified to a lower grade; there is a lack of work; an employee previously occupying the position, but on an authorized leave, returns to reclaim the position.
 2. When an employee is unable to perform the duties of the position as determined by his/her Supervisor and/or Department Head.

XIII. GRIEVANCE PROCEDURE

Section 13

- a. Employees covered by a Collective Bargaining Agreement shall use the designated grievance procedure in the applicable contract.
- b. Employees not covered by a Collective Bargaining Agreement shall use the grievance procedure for resolution of disputes concerning salary, wages, hours of work, transfer, layoff, suspension, sick leave, vacation or other leave, working conditions, rules and regulations.
 1. Within two (2) weeks of the incident which generated the grievance, the employee shall submit his/her grievance in writing to his/her immediate Supervisor. If the grievance is against the Supervisor, the written grievance shall be submitted to the Department Head.

Within seven (7) days of receipt of the grievance, the Supervisor will notify the grievant in writing of his/her decision.

2. If the employee feels further review is justified, all the facts pertaining to the grievance shall be presented to the Personnel Director in writing within seven (7) days of the written decision. The Personnel Director shall meet with the grievant within seven (7) days of the receipt of the grievance. After reviewing all the facts, the Personnel Director shall issue his/her decision in writing within seven (7) days of the meeting.
3. If the employee feels that further review is justified, all of the facts pertaining to the grievance shall be presented in a written statement to the Mayor within seven (7) days following the receipt of the written decision of the Personnel Director by the employee. The Mayor or his/her designee shall within seven (7) days after said written statement is delivered to the Mayor's office, review the facts with the employee at a special meeting to be called by the Mayor or his/her designee for that purpose. The employee shall be notified in writing of the decision reached within seven (7) days thereafter.

Time limits specified in the grievance procedure may be changed by mutual agreement of all parties. All days specified in the grievance procedure are working days.

The grievance procedure specified above shall not be applicable to any employee who is discharged for malfeasance in office, neglect of duty or other just cause. Removal of any employee who is discharged for any of the above reasons and subsequent appeals shall follow the procedures spelled out in Section I-222 of the City Charter.

XIV. RECORDS

Section 14

The Personnel Department shall be responsible for the maintenance of all personnel records, including, but not limited to, the original application for employment, results of all tests and examinations taken to demonstrate qualifications, employment history, current status and title, commendations, records of disciplinary actions, training, absentee records when necessary, resignation, and other records which may be deemed pertinent to the employee's service.

Only information which has been sent to and is maintained in the files at the Personnel Department may be used in disciplinary action against an employee. Employees may see their own personnel file at a mutually convenient time for both the employees and Personnel Department. Access to personnel files will be limited to the individual employee and employees of the Personnel Department solely in performance of their assigned duties.

Personnel records shall be maintained on a current basis for each employee and shall not be disposed of during the employment of the individual.

The Personnel Department retains the right to dispose of personnel files of terminated employees as per any restrictions imposed by the State of Connecticut.

XV. DEPARTMENT REGULATIONS

Section 15

Individual departments may draw up such additional rules or manuals of regulations as deemed advisable by the Department Heads. Such additional manuals or rules shall be approved by the Appointing Authority or its designee. In the case that the Department regulations are different from the ones that are in the Personnel Regulations of the City, the latter will apply. The City's Personnel Rules shall prevail in instances not specifically provided for in departmental regulations. Nothing in these rules and regulations shall prevent a department from establishing more stringent requirements for its operation.

XVI. SEVERABILITY

Section 16

If any section or subsection of these regulations is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof, which shall be valid.

RESOLUTION

WHEREAS, the Common Council by resolutions dated October 24, 1967, and October 27, 1973, provided for the payment of fringe benefits to Supervisory Personnel and this has been interpreted to mean all full-time City employees who are confidential, professional or on the Ordinance List, so-called, from time to time; and

WHEREAS, now, many of these City employees are included in the Bargaining Unit represented by the Norwalk Assistants and Supervisors Association (NASA);

NOW, THEREFORE, BE IT RESOLVED, that the full-time City of Norwalk employees, who are from time to time on the Ordinance List or are professional or confidential employees, shall receive fringe benefits not less than those received by the members of the Norwalk Assistants and Supervisors Association (NASA); PROVIDED, however, that the fringe benefits for the professional, confidential or Ordinance List full-time employees shall not include payment for over-time; AND PROVIDED, however, that nothing herein shall be construed to confer over-time pay to part-time employees covered herein.

Nothing in this resolution shall be deemed to reduce the benefits currently enjoyed by virtue of the prior resolutions.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF NORWALK,
CONNECTICUT, THIS 23rd DAY OF OCTOBER, 1979.