

SIDE LETTER AGREEMENT
BY AND BETWEEN THE CITY OF CARSON AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION ("AFSCME"),
COUNCIL 36, LOCAL 809

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA"; Gov't Code §§ 3500 *et seq.*), the City of Carson ("City") may adopt reasonable rules and regulations for the administration of employer-employee relations, and must meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations for City employee bargaining units; and

WHEREAS, the City has and continues to recognize the American Federation of State, County and Municipal Employees Union ("AFSCME"), Council 36, Local 809 as the sole exclusive bargaining agent for those City employees designated as being in the Clerical and Technical Unit, the Crafts and Trades Unit, and the Professional/Middle Management Unit for all matters concerning wages, hours and working conditions; and

WHEREAS, the City Council adopted Resolution No. 22-216 on October 18, 2022 and approved the negotiated Tentative Agreement between the City of Carson and AFSCME Local 809, and thereafter adopted Resolution No. 23-116 on September 19, 2023 and approved the Memorandum of Understanding between the City and AFSCME 809 for the period covering July 1, 2021 through June 30, 2024 ("AFSCME 809 MOU"); and

WHEREAS, after City Council approval of the Tentative Agreement and AFSCME 809 MOU, it was discovered that the new salary tables created by the City for 2021, 2022 and 2023, which were appended to the Tentative Agreement and AFSCME 809 MOU, did not consistently contain the required 5% difference between the merit pay steps, as the parties had mutually agreed upon; and

WHEREAS, it was also discovered that said merit step pay rates had been incorrect since prior to 2018; and

WHEREAS, now the parties desire to correct the salary tables to reflect the required 5% difference between the merit pay steps through this agreement.

Now, therefore, having met in good faith to remedy the aforementioned issues and resolve these matters going forward, the City of Carson and AFSCME 809, agree to the following:

1. The City and AFSCME 809 agree that the City will correct and provide updated salary tables, which are included in Exhibit 1 hereto and which shall replace the existing salary tables in the AFSCME 809 MOU. All employees within the group represented by AFSCME 809 will receive retroactive pay going back to July 1, 2021, for any differences between the prior salary table and the updated salary table.
2. All future salary tables of AFSCME 809-represented employee positions will contain the 2.5% difference between salary ranges and a 5% difference between merit pay steps.

3. As of the date of execution of this Agreement, any new positions created and represented by AFSCME 809 shall have their salaries placed within the existing listed salary ranges. Notwithstanding the foregoing, new salary ranges can be created that are either lower than the current range of 729 or higher than the current range of 725.

IT IS SO AGREED:

For AFSCME 809:

Tony Rodriguez, President

Date

Limasene Tuu'u, Vice President

Date

Nancy Rusas, Recording Secretary

Date

Name, Title

Date

For City of Carson:

David C. Roberts Jr., City Manager

Date

Name, Title

Date

Date

APPROVED AS TO FORM

Bob Adams, AFSCME 809 Business Representative

Pam K. Lee, Esq.
Counsel for the City of Carson