

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CARSON

AND

**THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION,
(CPSA) REPRESENTING THE PROFESSIONAL EMPLOYEES
BARGAINING UNIT AND THE SUPERVISORY EMPLOYEES
BARGAINING UNIT OF THE CITY OF CARSON**

JANUARY 1, 2017 – JUNE 30, 2021

RESOLUTION NO. 18-080

APPROVED JUNE 19, 2018

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**ARTICLE I
RECOGNITION**

The City of Carson (hereinafter the "City") recognizes the Carson Professionals and Supervisors Association (CPSA) as the sole exclusive bargaining agent for those City employees designated as being in the Professional and Supervisors Association (CPSA) bargaining unit (hereinafter "Association") for all matters concerning wages, hours and working conditions. The classifications contained in this Unit are set forth in Appendix A and B.

It is agreed that this Memorandum of Understanding (hereinafter the "MOU") was negotiated pursuant to Chapter 10 (Section 3500 et. seq.) of Division 4, Title 1 of the Government Code, and pursuant to City Resolution No. 85-107, adopting a revised Employer-Employee Relations Resolution (hereinafter the "EERR"). The Association recognizes the City Manager, his/her designee and/or the City's Employee Relations Officer as the exclusive representatives of the City for purposes of negotiating this MOU.

**ARTICLE II
DEFINITION OF TERMS**

The following terms, whenever used in this MOU, shall have the meanings set forth in this Article.

SECTION 1. ACTING DUTY:

On a temporary basis, the performance by Unit members of the duties of a higher classification with a higher pay range than the pay range of their assigned classification.

SECTION 2. CLASSIFICATION:

A position or group of positions sufficiently similar in respect to authority, duties and responsibilities that the same descriptive classification title is assigned.

SECTION 3. DAY:

A calendar day, unless otherwise designated.

SECTION 4. DEPARTMENT:

Any one of the five organizational departments of the City's organizational structure managed by a Director or the City Manager.

SECTION 5. DIRECTOR:

An individual assigned to any of the following classifications: Director of Finance, Director of Human Resources & Risk Management, Director of Public Works, Director of Community Development, or Director of Community Services/Parks & Recreation and any other Director position created during the terms of this MOU.

SECTION 6. DOMESTIC PARTNERSHIP:

As defined in the California Family Code Section 297, two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring and that meet the conditions and/or requirements of Section 297 and related statutes defining such relationships.

SECTION 7. EMPLOYEE:

An individual compensated through the City payroll and appointed to a City classification.

SECTION 8. FULL TIME:

A period of forty (40) hours of work time per workweek in increments of eight (8), nine (9) or ten (10) hours per shift.

SECTION 9. IMMEDIATE FAMILY:

An employee's spouse, domestic partner, children, grandchildren, sons-in-law, daughters-in-law, parents, grandparents, parents-in-law, brothers, sisters, brothers-in-law, and sisters-in-law. "Children" shall also include a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. "Parent" shall include a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

SECTION 10. LEAVE:

An absence from work.

SECTION 11. MANAGEMENT:

An employee in any classification designated by the City Manager as managerial.

SECTION 12. MANAGER:

For the purposes of this Memorandum of Understanding, a manager shall include those classifications listed in Appendix C of this document.

SECTION 13. PAY PERIOD:

A pay period consists of two (2) consecutive workweeks established to provide twenty-six (26) pay periods each calendar year.

SECTION 14. POSITION:

Authority, duties and responsibilities assigned by the City which constitute the services to be performed by a Unit member.

SECTION 15. PREVAILING PAY RATE:

The basic pay rate within a pay range paid to a City employee for the performance of the duties and responsibilities of a classification.

SECTION 16. PROFESSIONAL EMPLOYEE:

For the purposes of this MOU, professional employee means employees in those positions found in Appendix A of this document.

SECTION 17. SENIORITY:

A status acquired by an employee based upon the employee's period of total actual service in a specific job classification.

SECTION 18. SUPERVISOR:

For the purposes of this Memorandum of Understanding, a supervisor shall include those classifications listed in Appendix B of this document.

SECTION 19. TENURE:

A status acquired by an employee based upon the employee's period of total actual service with the City.

SECTION 20. UNIT MEMBER:

An individual compensated through the City payroll, appointed to a City classification and designated to be within this Unit for labor bargaining purposes.

SECTION 21. WESTERN CONTINENTAL UNITED STATES:

The Western Continental United States shall be defined as west of the Continental Divide.

SECTION 22. WORKDAY:

A workday is an individual 24-hour period within a seven consecutive day (168-hour) workweek.

SECTION 23. WORKWEEK:

A workweek is a fixed and regularly recurring period of 168 hours—seven consecutive 24-hour periods (workdays) - which begins at 12:01 a.m. on Saturday and concludes at 12:00 a.m. on the following Friday.

SECTION 24. WORK SCHEDULE:

A full-time work schedule is a 40 hour per workweek schedule consisting of:

- 24.1 Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or
- 24.2 Ten (10) hours in a workday for four (4) consecutive workdays within a workweek.
- 24.3 Other work schedules necessary to better meet the needs or requirements of the position or the Unit members shall be permitted at the discretion of the Director of the Unit member's Department. For example, nine (9) hours in a workday for four (4) consecutive workdays

followed by a four (4) hour workday on the fifth consecutive workday shall be considered an acceptable workweek.

ARTICLE III COMPENSATION

SECTION 1. SALARY:

1.1 FY 2016/17 No COLA

FY 2017/18 No COLA

FY 2018/19 Represented employees on City payroll as of July 1, 2018 shall receive a three percent (3.00%) base salary increase to their pay ranges effective with the June 30, 2018 pay period ending July 13, 2018 in the amount reflected in the updated CSPA MOU Appendix A Monthly Salary Schedule. (Attachment 1)

FY 2019/20 Represented employees on City Payroll as of July 1, 2019 shall receive a three percent (3.00%) base salary increase to their pay ranges effective with the June 29, 2019 pay period ending July 12, 2019. (Attachment 2)

FY 2020/21 Represented employees on City Payroll as of July 1, 2020 shall receive a three percent (3.00%) base salary increase to their pay ranges effective with the June 27, 2020 pay period ending July 10, 2020. (Attachment 3)

1.2 The City shall continue to engage an independent consultant to complete the salary and total compensation survey referenced in the prior MOU. This survey shall be for informational purposes only for developing proposals for a successor MOU for FY 2016/17 and beyond.

a. The City and the Coalition have agreed to use the following cities for this salary and total compensation survey: Alhambra, Compton, Downey, Hawthorne, Inglewood, Norwalk, Redondo Beach, South Gate, Torrance and Whittier.

b. The City and the Coalition have agreed to benchmark the following positions for this salary and total compensation survey: Code Enforcement Supervisor, Senior Planner, Recreation Program Manager, Building Maintenance Supervisor, Arborist/Urban Forester (Public Works Maintenance Supervisor/Tree Trimmer), Public Works Maintenance Supervisor, Accountant II, Administrative Analyst, Associate Civil Engineer, Associate Planner and Systems Analyst.

(APPLIES TO SUPERVISORS ONLY)

1.3 Classifications within the Supervisory Employees Bargaining Unit, shall be assigned a salary range that is at least fifteen percent (15%) higher at Step F than Step F of the salary range of their highest paid subordinate classification.

- 1.4 The Senior Engineering Technician shall be assigned a salary range that is at least ten percent (10%) higher at Step F than Step F of the salary range of the Engineering Technician retroactive to June 20, 2015.

SECTION 2. LONGEVITY PAY:

- 2.1 The City agrees to continue to pay Unit members two and one-half percent (2½%) of their prevailing pay rate as longevity pay commencing on the anniversary of attaining fifteen (15) years service credit.
- 2.2 The City agrees to continue to pay Unit members an additional two and one-half percent (2½%) of their prevailing pay rate as longevity pay commencing on the anniversary of attaining twenty (20) years service credit.
- 2.3 Effective July 1, 2013, the City agrees to pay Unit members an additional two and one-half percent (2½%) of their prevailing pay rate as longevity pay commencing on the anniversary of attaining twenty-five (25) years service credit. This two and one-half (2½%) at 25 years of service is to replace the two and one-half (2½%) at 30 years of service, not to supplement it.
- 2.4 Longevity Pay does not apply to new employees hired after June 19, 2018.

SECTION 3. SHIFT DIFFERENTIAL:

- 3.1 Non-exempt Unit members scheduled to work during the first shift from 6:30 a.m. to 6:30 p.m. shall not be paid shift differential pay for any hours worked.
- 3.2 Non-exempt Unit members scheduled to work during the second shift shall receive shift differential pay calculated as a five percent (5%) increase in the Unit member's prevailing pay rate for any hours worked from 2:00 p.m. to 11:00 p.m.
- 3.3 Non-exempt Unit members scheduled to work during the third shift shall receive shift differential pay calculated as a ten percent (10%) increase in the Unit member's prevailing pay rate for any hours worked from 11:00 p.m. to 7:00 a.m.
- 3.4 The City shall be able to establish schedules for the first, second, and third shifts in accordance with the City's operational requirements. Assignment to 9/80 or 4/40 shifts shall not require payment of shift differentials unless the majority of the hours worked fall within the hours shown in 3.2 or 3.3 above.

SECTION 4. ACTING DUTY PAY:

- 4.1 The City Manager, or his/her designee, may appoint a Unit member to acting duty status to perform the duties of a higher classification that is vacant, either permanently or temporarily, or newly created, subject to numbers 4.2 through 4.18 below.
- 4.2 A Unit member may serve in acting duty status only until such time as the City Manager, or his/her designee, makes a regular appointment to the classification or until such time that the incumbent employee returns to work. To be eligible for an Acting Duty status, Unit members must meet the minimum qualifications of the job for the acting assignment. Only

Unit members in good standing, e.g. not currently rated unsatisfactory, not currently on a work improvement plan, or not currently having disciplinary action pending or in effect, may be appointed to acting duty.

- 4.3 An acting duty appointment may be effective for a period of up to ninety (90) days, except for special circumstances as defined by the City Manager, or his/her designee. The City Manager, or his/her designee, may extend an acting duty appointment, at their sole discretion. Special circumstances include, but are not limited to, needing required licenses, certificates, or degrees, or needing certain training or abilities.
- 4.4 A Unit Member appointed to acting duty status shall be paid a rate not less than the minimum pay range for the acting classification. Acting duty pay shall be at least 10% more than the Unit member's prevailing pay rate.
- 4.5 A Unit Member appointed to acting duty status shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.
- 4.6 While serving in acting duty status a Unit member shall continue to receive any pay adjustments, advancements and fringe benefit increases granted to the Unit Member's regular classification. These adjustments or advancements may cause a Unit member's acting duty pay rate to increase correspondingly, if still under the maximum acting pay rate noted in this section 4.5 of Article III.
- 4.7 A Unit Member appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least one scheduled work week (40 consecutive work hours).
- 4.8 A Unit member has the right to refuse or discontinue any acting duty assignment with 72-hours written notice to the Unit member's Director with a "cc" copy to the Director of Human Resources & Risk Management.
- 4.9 A Unit member may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.
- 4.10 A Unit member may be appointed to an acting duty assignment while serving in their initial probationary period in the City service, at the discretion of the City Manager, or his/her designee.
- 4.11 Unit members that are appointed to acting duty in positions that are FLSA exempt from overtime, will not be subject to those provisions provided by the FLSA and will receive overtime compensation.
- 4.12 A Unit member shall not receive Acting Duty Pay during any approved leave or for any holiday except for those Unit members in a continuous acting assignment longer than one (1) year and even then not for any period of time greater than two (2) weeks in a calendar year.

- 4.13 The City shall not employ temporary or contract employees in any vacant or newly created budgeted position or for a temporary assignment where an acting appointment could be offered to a full time Unit member. However, the City Manager or his/her designee may employ a temporary or contract employee in an interim appointment position.
- 4.14 The City shall continue a citywide policy of rotating acting duty appointments, based on the following order: 1) from the current employment eligibility list, 2) from a list of qualified Unit members, within the respective division, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 3) from a list of qualified Unit members, within the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 4) from a list of qualified Unit members, from outside the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority. An acting appointment from outside the work group can only be made upon the approval of the Directors of the two affected work groups. The rotation of acting appointments should be used for all periods exceeding ninety (90) calendar days, unless extended by the City Manager or his/her designee. Upon completion of the acting assignment, the qualified Unit member will be placed at the bottom of the acting rotation list. For a Unit member that was previously not eligible for acting duty but subsequently becomes eligible, their name will be added to the rotation list in seniority order. Copies of acting duty rotation lists should be provided to both Human Resources and Payroll. Unit members may submit a statement of exception to the City Manager, or his/her designee, if the rotation of acting duty appointments as stated within this subsection is not followed.
- 4.15 A Unit member on an acting duty rotation list may only be by-passed by receipt of written memorandum from the Unit member's Director to the Unit member stating the reasons for omission from this round of acting duty. Such notice shall be provided within one week. The memo shall state whether the Unit member is being placed on the bottom of the list i.e. to gain more experience, etc. or whether they are being left at the top of the rotating list for the next available acting assignment i.e. a shorter term acting assignment. A Unit member may not be removed from an acting duty eligibility list without their written permission.
- 4.16 When a Unit member is appointed to an acting position, his regular position will not be automatically filled by a subordinate employee in an acting capacity (cascading acting) unless the anticipated work load in that unit will be sufficient to warrant this action. This decision will be made in consultation with the division's supervisors, manager and the work group's Director.
- 4.17 The "Notification of Acting Appointment" form (Form 1201/1099), must be completed and authorized by both the City Manager, or his/her designee, and the Director of Human Resources & Risk Management prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.

SECTION 5. SALARY ADVANCEMENT:

- 5.1 Advancement shall mean a pay rate increase given to a Unit member contingent upon merit and performance, within the pay range established for the Unit member's classification. A

Unit member's pay rate increase shall be effective the first day of the payroll period in which the appropriate length of service is achieved.

- 5.2 In addition to those conditions provided for in the City’s Standard Management Procedures (“SMPs”), Unit members shall be eligible for advancement when their length of satisfactory service in their classification satisfies at a minimum the following requirements:

Monthly Salary Step A	Monthly Salary Step B	Monthly Salary Step C	Monthly Salary Step D	Monthly Salary Step E	Monthly Salary Step F
Date of appointment	6 mos. after appt.	12 mos. after appt.	After at least 12 months in Step C	After at least 12 months in Step D	After at least 12 month in Step E

- 5.3 If a Unit member’s performance evaluation has not been completed, discussed with the Unit member and received by Human Resources by the merit date, the merit increase will be processed as scheduled.
- 5.4 The City Manager, at his/her sole discretion, or upon the recommendation of a Director, may grant an accelerated merit pay increase for exceptional job performance. Such merit pay increase shall not be governed by the required service time differential required by subsection 5.2 above. Exceptional job performance merit pay increases shall not exceed ten percent (10%) in any twelve (12) month period. As used herein, the phrase “outstanding job performance” shall mean receiving an “outstanding” rating on his/her most recent performance evaluation, such performance evaluation which is current.
- 5.5 The City shall retain its flexibility to hire employees with exceptional skills or qualifications at a pay rate above Step A.

SECTION 6. ALLOWANCE FOR MILEAGE:

- 6.1 The City shall reimburse Unit members for use of their personal automobile for official City business at the current IRS rate as adjusted from time to time, plus any parking fees or tolls associated with City business.
- 6.2 Reimbursement for mileage and related fees shall be made through submission of a petty cash reimbursement form and mileage reimbursement form to the City Treasurer's office. Such reimbursements may not exceed seventy-five dollars (\$75.00). Reimbursements exceeding seventy-five dollars (\$75.00) must be reimbursed through the City's demand register process.
- 6.3 Reimbursement requests must be filed within the time frame required by SMP No. 3.18 or any SMP which may be subsequently adopted.

SECTION 7. ALLOWANCE FOR UNIFORMS:

The City shall, in its sole discretion, determine eligibility standards for uniforms.

SECTION 8. ALLOWANCE FOR SAFETY SHOES:

Unit members including, but not limited to, the Building Maintenance Supervisor, Code Compliance Supervisor, Construction Inspection Supervisor, Custodial Supervisor, Events Supervisor, Parks Maintenance Supervisor, Public Works Maintenance Supervisor, Public Works Maintenance-Tree Maintenance Supervisor, Warehouse Supervisor, Public Works Program Administrator and Emergency Preparedness Analyst shall receive a safety shoe allowance of one hundred seventy-five (\$175) each fiscal year and will be solely responsible to ensure safety shoes are purchased on a timely basis and worn daily during the course of work. In addition, employees who, in the course of their work, enter environments that are safety sensitive (i.e. construction sites, crawl spaces, etc.) will be provided a safety shoe reimbursement up to one hundred and seventy-five (\$175). These positions include: Associate Civil Engineer, Civil Engineering Assistant, Senior Civil Engineer and Senior Engineering Technician and, at the discretion of the director, any other position deemed appropriate.

SECTION 9. COMPENSATION FOR HOME TELEPHONE CALLS:

- 9.1 Non-exempt Unit members receiving or initiating work-related telephone calls at home as part of their regular duties shall be compensated for such calls at the rate of one-half (½) hour pay. If an individual call or group of calls exceed one-half (½) hour's time, the compensation will be rounded up to the next one-half (½) hour increment.
- 9.2 Unit members shall submit the request for compensation for home telephone calls on the City's timesheet or overtime slip with the department director's confirmation and approval. The Unit member's signed timesheet or overtime slip shall serve as an affidavit of the telephone call.

SECTION 10. OVERTIME COMPENSATION:

Except for exempt Unit members, the City shall provide Unit members with overtime compensation subject to the Fair Labor Standards Act and the following conditions:

- 10.1 Unit members shall receive either pay, calculated at one and one-half (1½) times their prevailing pay rate, or compensatory leave credited at one and one-half (1½) hours, for each hour of overtime worked. Directors shall have the exclusive authority to schedule and authorize overtime work and the City shall not compensate Unit members for unauthorized overtime work. The choice between overtime pay or compensatory time will generally be allowed to be made at the discretion of the Unit member unless, with reasonable notice, the City determines that the Unit member must receive compensatory time, or unless not otherwise allowed by the Fair Labor Standards Act, as determined by the City.
- 10.2 Except as otherwise provided, overtime work shall be:
 - a. Work performed in excess of forty (40) hours in a workweek.
 - b. Work performed on the first, second or third scheduled days of rest.
- 10.3 For purposes of determining a Unit member's eligibility for overtime compensation only, authorized paid leave shall be considered as hours of work.

- 10.4 The first quarter hour of the first overtime hour shall not be considered overtime work unless the Unit member works more than a quarter hour of overtime.
- 10.5 When the City Manager or a Director decides that an emergency exists and requires that Unit members work more than four (4) hours between midnight and 8:00 a.m., such Unit member shall receive, at the discretion of the City Manager or Director, either overtime pay calculated at two and one-half (2½) times their prevailing pay rate, or compensatory leave, credited at two and one-half (2½) hours, for each hour of emergency work. When the City Manager or Director requires that a Unit member work more than eight (8) hours during an emergency, such Unit members shall not return to work for at least eight (8) hours following the completion of their emergency work. This section does not apply to hours worked between midnight and 8:00 a.m. if the hours worked are due to a schedule change during a declared state of emergency lasting more than twenty-four (24) hours.
- 10.6 Unit members called in to work at a time other than their scheduled shift shall receive overtime compensation for a minimum of three (3) hours regardless of the number of hours actually worked, except that if a Unit member does not report for work within sixty (60) minutes after being called in, such Unit member shall not be entitled to the three (3) hour minimum compensation, but shall be compensated only for the time actually worked.
- 10.7 When in a declared state of emergency it becomes necessary to schedule Unit members on twelve (12) hour shifts, they shall receive either pay, calculated at one and one-half (1½) times their prevailing pay rate, or compensatory leave, credited at one and one-half (1½) hours for each hour of work performed.
- 10.8 Unit members shall not be required to shift working hours to avoid receiving overtime or compensatory leave, except as it relates to voluntary attendance at conferences, conventions, or other training classes or workshops.
- 10.9 Overtime for hours in excess of eight (8) or ten (10) hours in a day shall be paid to all Unit members, including exempt Unit members, who incur overtime hours related to the absentee voter process during the conduct of municipal elections, provided that the City may submit claims to the State Controller's Office for reimbursement of costs incurred for state-mandated cost programs.

SECTION 11. COURT SUMMONS/SUBPOENA/JURY DUTY:

- 11.1 Summons and Subpoenas.
 - a. Any Unit member summoned to provide testimony on behalf of the City, or as a result of the performance of the course and scope of the Unit member's duties, or at the direction of the City Manager, City Attorney or any Director, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any arbitration or mediation, shall be paid their prevailing pay rate during such court service. To the extent that the Unit member is called by someone other than the City, the Unit member shall make the necessary arrangements to be on call for testimony.

- b. Unit members that are to be called as witnesses at the proceedings listed above shall make arrangements to be placed "on call" with at least two-hour notice of the need for their attendance.
- c. Any Unit member appearing to provide testimony on behalf of himself/herself, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any arbitration or mediation, shall be required to use approved accrued leave time, or shall take time off as approved leave without pay.
- d. Unless the absence due to a court appearance severally interferes with department operations, the Director will not unreasonably deny requests for approved leave for the purposes described in "b" above.

11.2 Jury Duty.

Pay for jury duty shall be limited to ten (10) working days in any one calendar year. Payment for jury duty shall be limited to those work days, or portions of work days, which fall during the Unit member's regular work schedule, and shall not exceed forty (40) hours in any work week.

SECTION 12. HOLIDAY COMPENSATION:

Non-exempt Unit members required to work on a holiday shall receive, at the discretion of their Director, either pay, calculated at their normal prevailing pay rate for hours worked plus one and one-half (1½) times their prevailing pay rate, or compensatory leave, credited at their prevailing rate for hours worked plus one and one-half (1½) times, for each hour worked.

SECTION 13. BILINGUAL USAGE PAY:

- 13.1 The Director of Human Resources & Risk Management may authorize compensation to a Unit member for using bilingual skills during the course of work upon receipt of a written justification from the Unit member's Director.
- 13.2 Unit members required to use bilingual skills during the course of work may petition for bilingual usage pay by submitting written justification, approved by the Unit member's Director, to the Director of Human Resources & Risk Management.
- 13.3 Bilingual usage pay shall be fifty dollars (\$50.00) per month.
- 13.4 The City may, at its discretion, test Unit members for proficiency in a second language in order for such Unit members to receive bilingual usage pay.
- 13.5 No Unit member may qualify for more than one "second" language or more than one bilingual usage pay at any given time.

SECTION 14. ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE:

The City agrees to provide Unit members with professional development pay, payable in the first quarter of the fiscal year, as an allowance towards expenditures for professional development in the following amounts:

Professional and Supervisory Unit Members – six hundred dollars (\$600.00)

Professional development expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software, books, reference publications or other educational materials; professional membership or association fees; or any other expenses which promote the professional development of the Unit member and promote the best interests of the City.

SECTION 15. PAYCHECK DISTRIBUTION:

- 15.1 Payday shall be bi-weekly on Thursday. In the event the City determines to change the method of paycheck distribution, the Association will be advised thirty (30) working days in advance.
- 15.2 Payment distribution shall be through mandatory direct bank deposits except for Unit members who cannot obtain a checking or savings account. Proof and/or verification of inability to open a savings or checking account must be presented to the Director of Human Resources & Risk Management and the Director of Finance to be granted exception.
- 15.3 The City does not permit payroll check advances.

SECTION 16. OVERPAYMENT REMEDY:

Unit members covered herein shall reimburse the City for any overpayment of wages or benefits. Unit members shall notify the City within three (3) working days of any such overpayment. Said reimbursement shall not be required until the City notifies the affected Unit member in writing. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent Unit member payroll check following overpayment notification, or by other reasonable repayment method acceptable to the Unit member and the City, except that the lump-sum deduction shall be required if the next subsequent Unit member payroll check is the final or termination check issued to the affected Unit member. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment. Failure by the City to timely notify any Unit member of an overpayment, does not waive the City's right to repayment.

SECTION 17. ATTAINMENT OF PROFESSIONAL ENGINEER REGISTRATION:

Unit members in the Civil Engineering Assistant classification who attain registration as a California Professional Engineer shall be promoted to Associate Civil Engineer. A Unit member appointed to Associate Civil Engineer shall be paid at a rate that provides at least a five percent (5%) increase. Such appointment shall require completion of a six (6) month probationary period and verification of registration as a Professional Engineer.

SECTION 18. REDEMPTION OF ACCUMULATED LEAVE:

Unit members covered by this MOU may redeem up to one hundred (100) hours of any accumulated leave in each fiscal year. The redemption shall be subject to the following conditions:

- 18.1 Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.
- 18.2 All other types of leave will be paid at the rate of one (1) hour of pay for each hour of leave redeemed.
- 18.3 In no event shall a Unit member receive pay for more than one hundred (100) hours in a fiscal year, under the terms of this Section.
- 18.4 For those new Unit members hired after adoption of the Tentative Agreement on June 19, 2018, there is no entitlement to redemption of accumulated leave except as provided in Article III, Section 19 Sick Leave Incentive Program.

SECTION 19. SICK LEAVE INCENTIVE PLAN:

- 19.1 Each eligible Unit member who has used fifty (50) hours or less of sick leave during the preceding calendar year may elect to receive pay for 50% of the sick leave earned (at one hour pay for one hour converted) during the preceding calendar year, less the amount of sick leave used during the same period. At the Unit member's election, the payment for unused sick leave may be converted to equivalent annual leave.

For those new Unit members hired after June 19, 2018, such employees using 50 hours or less during preceding calendar year may elect to receive pay for 50.00% of sick leave earned (at one hour paid for every 4 hours converted) during the calendar year. Sick leave may only be converted to annual leave on a 4:1 basis, 4 sick leave hours equaling 1 annual leave hour.

- 19.2 The Unit member shall indicate election by written request to the Director of Finance on the City leave request form on or before January 15 of the succeeding calendar year. Payment for unused sick leave or the posting of annual leave shall be done on or before February 15 of each succeeding year as indicated above.
- 19.3 When a Unit member elects to receive payment in cash or annual leave, such Unit member's sick leave balance shall be reduced by the amount paid off in cash or converted to annual leave credit. Sick leave not converted as provided herein to cash or annual leave will accumulate as sick leave credit.
- 19.4 To be eligible for this provision, a Unit member must have been a full-time regular Unit member for two full years prior to the calendar year during which the sick leave to be so converted is earned. The Unit member must have minimum of two hundred forty (240) hours of sick leave credits on December 31 of each year in order to qualify for the conversion benefit.

SECTION 20. DIRECT DONATION LEAVE

Leave does not apply to any Unit member after June 19, 2018.

SECTION 21. CLASS A/B LICENSE PAY (APPLIES TO SUPERVISORS ONLY):

- 21.1 The City agrees to pay Unit members who are required to possess and use a Class A or B California Driver's License during the course of employment, 5% of their prevailing pay rate per month, effective July 1, 2002. To qualify for such compensation, the Class A or B driver's license must be required to perform the duties of a Unit member's assigned classification.
- 21.2 Unit members required to operate vehicles that require the possession of a Class A or B driver's license shall be enrolled in the City's federally mandated random drug testing program.
- 21.3 License fee for Class A and B driver's licenses shall be paid by the City.
- 21.4 The City shall pay the cost of the medical exam of those Unit members that possess a Class A and B Driver's License, if the Class A and B Driver's License is not a requirement of the job, but the Unit member is using it to perform work-related duties.

SECTION 22. SPECIAL COMPENSATION FOR CERTIFICATES/LICENSES (APPLIES TO SUPERVISORS ONLY):

- 22.1 The Director of Human Resources & Risk Management may authorize 5% additional compensation to Unit members who possess specialized licenses or certifications that are not required of their classification but are recognized and used by the City to provide needed services.
- 22.2 In order for the Unit member to qualify for the Special Compensation, the department will provide Human Resources with a written justification for the use of a Unit member's licenses or certifications in providing City services.
- 22.3 Unit members receiving special compensation shall submit copies of current valid licenses or certifications to Human Resources for verification and inclusion in their personnel files.

ARTICLE IV LEAVES

SECTION 1. ANNUAL LEAVE:

The City shall provide Unit members with annual leave subject to the following conditions:

- 1.1 Annual leave is a period of approved absence with pay from regularly scheduled work which is not properly chargeable to some other category of leave.

- 1.2 The City Manager or the Unit member's Director has the exclusive authority to approve the use of annual leave. Unless the Unit member's use of annual leave interferes with work group operations, the City Manager or Director shall permit annual leave to be used at the Unit member's discretion.
- 1.3 a. Unit members hired on or before June 19, 2018 shall be credited with annual leave at the following accrual rates:
1. Eleven and thirty three hundredths (11.33) hours for each month of service or major portion thereof from date of appointment to fifth (5th) anniversary date (0-5 yrs.);
 2. Thirteen and thirty three hundredths (13.33) hours for each month of service or major portion thereof upon fifth (5th) anniversary date to tenth (10th) anniversary date (6-10 yrs.);
 3. Sixteen and sixty-six hundredths (16.66) hours for each month of service or major portion thereof upon tenth (10th) anniversary date (11 yrs. +);
 4. Ten (10) hours upon twentieth (20th) anniversary date in addition to monthly accrual under Section 1.3.a.3;
 5. Twenty (20) hours upon twenty-first (21st) anniversary date in addition to monthly accrual under Section 1.3.a.3;
 6. Thirty (30) hours upon twenty-second (22nd) anniversary date in addition to monthly accrual under Section 1.3.a.3;
 7. Forty (40) hours upon twenty-third (23rd) anniversary date in addition to monthly accrual under Section 1.3.a.3.
- b. Unit members hired after June 19, 2018 shall be accredited with annual leave at the following accrual rates:
1. Ten (10) hours for each month of service or major portion thereof from date of appointment to fifth (5th) anniversary date (0-5 yrs.);
 2. Eleven and thirty three hundredths (11.33) hours for each month of service or major portion thereof upon fifth (5th) anniversary date to tenth (10th) anniversary date (6-10 yrs.);
 3. Thirteen and thirty three hundredths (13.33) hours for each month of service or major portion thereof upon tenth (10th) anniversary date (11 yrs. +);
- 1.4 Unit members shall not be credited with annual leave for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
- 1.5 Unit members may use annual leave only after completing their initial six (6) months of service. Unit members shall not use less than one (1) hour of annual leave at any time.

- 1.6 Effective January 1, 2006, Unit members shall not accrue more than five hundred (500) hours of annual leave.
- 1.7 When a Unit member separates from the City service they shall be compensated for any accrued annual leave, calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of separation from City service. Annual leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

SECTION 2. SICK LEAVE:

The City shall provide Unit members with sick leave subject to the following conditions:

- 2.1 Unit members shall be credited with sick leave at the rate of ten (10) hours of sick leave for each month of service or major portion thereof. Unit members shall not be credited with sick leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
- 2.2 Unit members failing to satisfactorily complete their probationary period or who resign during their probation period must reimburse the City for utilized sick leave. Sick leave may not be used in increments of less than one-half hour. Unit members may use accrued sick leave only after completing their initial one (1) month of service.
- 2.3
 - a. Unit members hired on or before June 19, 2018 may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. The maximum amount of sick leave shall remain seven hundred sixty (760) hours for cash-out upon separation from the City.
 - b. Unit members hired after June 19, 2018 may accrue a maximum of seven hundred fifty (750) hours of sick leave and may only cash out up to that amount upon separation from the City subject to the other applicable provisions of this section.
- 2.4 Unit members may not use sick leave at their discretion, but only in cases of actual sickness, illness, injury or quarantine of the Unit member or actual sickness, illness, injury or quarantine of the Unit member's immediate family, or for bereavement. Sick leave shall be used for personal or family medical, dental, and optical appointments, and for any other appointments for the purpose of obtaining professional diagnosis and/or examinations for a medical or mental health condition of the Unit member or his/her immediate family. Unit members shall also use any accrued sick leave for leave necessitated as the result of pregnancy disability under California Government Code Section 12945, family medical leave under California Government Code Sections 12945.2 and 12945.3 (the Moore-Brown-Roberti Family Rights Act), or 42 U.S.C. Section 2601, et seq. (the federal Family Medical Leave Act).
- 2.5 When a Unit member wishes to use accrued sick leave, the Unit member shall notify their Director, or his/her designee, of the intended absence due to sickness, either before, or within one (1) hour after, the time set for beginning the work period, unless the Unit member is incapacitated and physically unable to provide the required notification. Unit members on sick leave shall regularly inform the General Manger, or his/her designee, of their physical condition.

- 2.6 When a Unit member uses sick leave, the Unit member shall complete and submit a signed leave request form. When a Unit member uses sick leave in excess of three (3) consecutive working days, and there is a pattern of absenteeism, the City may require the Unit member to present upon return to work, a medical certification signed by a physician or licensed medical practitioner verifying the need for such sick leave.
- 2.7 Unit members shall be paid one-half (½) the value of accrued sick leave up to seven hundred sixty (760) hours, using the Unit member's prevailing pay rate, plus longevity pay upon termination from the City during the duration of this MOU. Sick leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.
- 2.8 The Unit member's Director may only approve the use of other leaves in lieu of sick leave when a Unit member has no sick leave available and the need for such leave is due to a catastrophic illness or injury to the Unit member or his/her immediate family.

SECTION 3. COMPENSATORY LEAVE:

The City shall provide Unit members not exempt from the provisions of the Fair Labor Standards Act with compensatory leave subject to the following conditions:

- 3.1 Unit members shall not use less than one (1) hour of compensatory leave at any time.
- 3.2 Unit members may accrue a maximum of eighty (80) hours of compensatory leave.
- 3.3 When a Unit member separates from the City service for any reason, the Unit member shall be compensated for any accrued compensatory leave calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of separation from City service. Comp time hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.
- 3.4 Use of compensatory time shall require the prior written approval of the Director. The Director shall permit compensatory leave to be used at the discretion of the Unit member, unless the Director determines, in his/her sole discretion, that the Unit member's use of compensatory leave on the date and/or times requested interferes with work group operations.

SECTION 4. ADMINISTRATIVE LEAVE:

The City shall provide exempt Unit members with administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, subject to the following conditions:

- 4.1 Unit members who are designated exempt shall be credited with ten (10) hours of administrative leave per month. Exempt Unit members may accrue a maximum of one hundred sixty (160) hours of administrative leave.
- 4.2 Use of administrative leave shall require the prior written approval of the Director. The Director shall permit administrative leave to be used at the discretion of the Unit member,

unless the Director determines that the Unit member's use of administrative leave on the date and/or times requested interferes with work group operations.

- 4.3 When a Unit member who is exempt separates from the City service for any reason, the City shall compensate the Unit member for all accrued administrative leave. The value of accrued administrative leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of his/her separation from City service. Administrative leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.
- 4.4 Unit members shall not be credited with administrative leave hours for leaves of absence without pay exceeding eighty (80) working hours in a calendar month.

SECTION 5. LEAVE OF ABSENCE WITHOUT PAY:

- 5.1 The City Manager has the exclusive authority to approve a Unit member's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the Unit member provides the City Manager with a written reason for the request. If the City Manager approves such leave of absence for a period of eight (8) working days or less, the Unit member shall not lose any seniority or tenure for such leave of absence. After the expiration of an approved leave of absence without pay, Unit members shall be reassigned to their former classification. A leave of absence without pay will not be granted in excess of one (1) year. Unit member shall be responsible for paying for the cost of his/her benefits from the COBRA effective date.
- 5.2 The City Manager has the authority to grant or deny a Unit member's request for leave of absence from work without pay, except that the City Manager shall not unreasonably deny a request for unpaid leave due to the medical disability of the Unit member or a member of his/her immediate family. In accordance with federal and/or state laws, the City has the right to grant a Unit member's request for up to twelve (12) weeks of unpaid, job protected leave to eligible Unit members for certain family and medical reasons under the Family and Medical Leave Act of 1993 (FMLA).
- 5.3 The continuation of City paid benefits period for Unit members on leave without pay for medical reasons shall be 90 days or longer in accordance with the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL). Those Unit members not covered by FMLA, CFRA and/or PDL shall not be eligible for the 90 day continuation of benefits.

SECTION 6. WORKERS' COMPENSATION LEAVE:

The City will provide Unit members with workers compensation coverage and leave in accordance with California workers compensation law.

- 6.1 Except as otherwise provided, Unit members disabled by bodily injury or sickness in the course and scope of employment shall be paid their regular pay rate for up to seventeen (17) weeks from the date of disability, or until the City's workers compensation administrator terminates workers compensation leave due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returning to work, or a

refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time the disabled Unit member is receiving the 17 weeks of paid Workers' Comp leave, the Unit member shall continue to accrue annual leave, sick leave, seniority and tenure for purposes of pay adjustments or advancements.

- 6.2 Unit members who are still disabled after seventeen (17) weeks may apply for long term disability leave and long term disability benefits in accordance with Article V, Section 4.
- 6.3 The City shall make all reasonable efforts to provide Unit members with light duty assignments when the Unit member is still disabled after seventeen (17) weeks from the date of disability.
- 6.4 As used in this Section 6, the term "disabled" or "disability" shall have that meaning set forth in California workers' compensation law.
- 6.5 If in the opinion of the City, the City's claims administrator, or the Workers Compensation Appeals Board, a Unit member has been found by a physician to be permanently, physically incapable of performing the essential duties of the currently held position, the City may place the Unit member into another vacant position of an equal or lower level. The Unit member must be able to perform the essential duties of that position. Nothing herein shall be construed to prevent such Unit member from applying for and competing for a position of a higher class.

SECTION 7. MILITARY LEAVE:

The City shall grant military leave to Unit members as required in the California Military and Veterans Code Sections 389 through 395.4.

SECTION 8. TIME OFF FOR VOTING:

The City shall provide Unit members with time off for voting subject to the following conditions:

- 8.1 When an Unit member claims not to have sufficient time outside of working hours to vote at a statewide election, the Unit member may, without loss of pay, and with the approval of the Director, take off up to two (2) working hours, which when added to the voting hours available outside of working hours will enable the Unit member to vote. The Director may not authorize a Unit member to take off more than two (2) hours from work for voting with pay. The time off authorized for voting shall be only at the beginning or end of a work period, whichever allows the Unit member the most time for voting and the least time off from work.
- 8.2 If the Unit member knows or has reason to believe that time off for voting shall be necessary on Election Day, the Unit member shall notify the Director, in writing, of that fact at least two (2) work days in advance.

SECTION 9. LUNCH PERIOD:

An uninterrupted, uncompensated lunch period of no less than thirty (30) minutes or longer than one (1) hour will be afforded to Unit members. The lunch period may not be combined with the rest periods or used to compensate for a late arrival or early departure from work unless approved by the Director.

SECTION 10. REST PERIOD:

The Director shall provide Unit members with a compensated rest period of fifteen (15) minutes for each half work period as determined by standard management procedures. Unit members may not use the rest period to compensate for a late arrival or early departure from work. Rest periods shall have no monetary value and shall be forfeited if not used during the work day.

SECTION 11. HOLIDAY LEAVE:

The City shall provide Unit members with the following thirteen (13) holidays with pay subject to the following conditions:

- 11.1 January 1st (New Year's Day)
The third Monday in January (Dr. Martin Luther King Jr. Day)
January 30th (Fred T. Korematsu Day)
The third Monday in February (President's Day)
March 8th (International Women's/Rosa Parks Day)
March 31st (Cesar Chavez Day)
The last Monday in May (Memorial Day)
July 4th (Independence Day)
The first Monday in September (Labor Day)
October 25th (Larry Itliong Day)
November 11th (Veteran's Day)
The fourth Thursday in November (Thanksgiving Day)
December 25th (Christmas)
Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday.
- 11.2 When any day designated as a holiday falls on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the Unit members annual leave balance. When any day designated as a holiday falls on a Sunday, the following Monday shall be observed as the holiday. In order to be paid for a holiday or get the leave conversion, the Unit member must work his or her full regularly-scheduled workday immediately before and after the holiday unless the Unit member is absent from any portion or all of his or her regularly-scheduled workday immediately before or after the holiday on authorized paid leave. A Unit member shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by the Unit member on his or her regularly-scheduled workday immediately before or after the holiday.
- 11.3 When any day designated as a holiday falls on the Unit member's regular day off, the Unit member shall have the option to take the workday prior or the workday after the holiday, in observance of the holiday, or have the then (10) hours of holiday leave converted to annual leave and added to the Unit member's annual leave balance.

- 11.4 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the Unit member must use such additional holiday leave when granted, and such leave cannot be accrued. Unit members absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. A Unit member shall not receive holiday pay for this half-day holiday if any leave without pay was used by the Unit member during his or her regularly-scheduled workday immediately before or after the half-day holiday.
- 11.5 All designated holidays shall be compensated for in ten (10) hour increments, for a total of one hundred (100) hours annually regardless of a Unit member's work schedule.
- 11.6 When a Unit member is assigned to a 5/40 or 9/80 work schedule, the one (1) or two (2) hours of excess holiday will be converted to annual leave.
- 11.7 Should the City abandon the closure of City Hall on Fridays, the day after Thanksgiving will be reinstated as a holiday and holiday hours will be renegotiated to ensure that all Unit members accrue the same number of holiday hours.

SECTION 12. BEREAVEMENT LEAVE:

A Unit member will be allowed twenty (20) consecutive hours of paid bereavement leave per calendar year without carryover into the next calendar year in the event of the death of the Unit member's spouse, domestic partner, children, step children, foster children, parent, step parent, brother, sister, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law or daughters-in-law.

ARTICLE V INSURANCE AND RETIREMENT BENEFITS

SECTION 1. HEALTH INSURANCE PREMIUM:

- 1.1 Effective January 1, 2016, the City shall pay up to, but not exceed, one thousand five hundred ninety-four dollars (\$1,594.00) per month, based on the CalPERS highest full family HMO rate for the Los Angeles Region for health insurance provided by the City for each full-time Unit member and his/her eligible dependents.
- 1.2 For new Unit members hired after June 20, 2018, they shall contribute to their medical insurance premiums in the following amount as the first dollars counted towards such premiums:
 - a. \$100.00 per month – employee only
 - b. \$150.00 per month – employee + one dependent
 - c. \$200.00 per month – for family plan

This employee contribution is in addition to any amount already paid by the employee for insurance premiums that exceed the City's maximum monthly contribution (currently \$1,594).

- 1.3 The cafeteria cap for the use of excess monies shall be one hundred fifty-five dollars (\$155.00) per month for all Unit members regardless of the number of dependents.
- 1.4 Unit members shall have the right to use monies remaining from the sums provided for health insurance to purchase additional term life insurance, vision care and/or long term care insurance offered by the City.
- 1.5 Unit members may elect to discontinue or not elect health insurance coverage provided that they submit written proof of equivalent health insurance coverage. Unit members electing to discontinue or not electing health insurance coverage shall receive seventy-five percent (75%) of the lowest 2-party premium, to be put into a City-sponsored deferred compensation plan credited to the Unit member. Unit members currently receiving a higher amount than seventy-five percent (75%) of the lowest 2-party premium shall continue to receive the same amount to be placed into a City sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.
- 1.6 Unit members covered by this section shall have their choice of plans provided by the California Public Employees Retirement System (CalPERS), which are available in this service area.
- 1.7 Spouse and dependent coverage shall continue to be available as provided through CalPERS. A Unit member's spouse and dependent children under age twenty-six (26), as well as children over age twenty-six (26) who are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26) are currently eligible to be enrolled in the CalPERS health plans. This section will be in effect for the duration of this MOU, subject to any contract changes by CalPERS.
- 1.8 a. For employees hired on or before June 19, 2018: Eligible retired Unit members shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For Unit members hired prior to January 1, 2014, the effective date of Assembly Bill No. 1144 providing for a postretirement health insurance vesting schedule, the City shall pay the monthly health insurance premium for eligible retired Unit members' health insurance in the same monthly amount as provided for active full-time Unit members for the term of this MOU. For Unit members hired on or after January 1, 2014, the City shall pay a monthly health insurance premium for eligible retired Unit members' health insurance in accordance with the following schedule:

<u>Full-Time service with Carson at time of retirement</u>	<u>% of difference between the required minimum contribution and the amount the City pays for active Unit members</u>
0 – 4.99 years	0%
5 years	50%
6 years	60%
7 years	70%

8 years	80%
9 years	90%
10 years	100%

- b. For new Unit members hired after June 19, 2018, the City shall establish a third tier twenty-year vesting schedule for post-retirement medical insurances as set forth below. City may establish a Health Reimbursement Account (HRA) for all employees.

Years of Service	Percent of Employer Contribution
10	50.00%
11	55.00%
12	60.00%
13	65.00%
14	70.00%
15	75.00%
16	80.00%
17	85.00%
18	90.00%
19	95.00%
20 or more	100.00%

SECTION 2. DENTAL INSURANCE PREMIUM:

- 2.1 The City shall pay up to, but not exceed, the amount of eighty-seven dollars (\$87.00) per month for dental insurance provided by the City for each Unit member and his/her eligible dependents.
- 2.2 Unit members may elect to discontinue or not enroll in the dental insurance program provided that they submit written proof of equivalent coverage. Unit members electing to discontinue or not enroll in the dental insurance program shall receive sixty-five (65%) or fifty-six dollars and fifty-five cents (\$56.55) to be placed into a City-sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume dental coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored dental coverage plans.

SECTION 3. LIFE INSURANCE COVERAGE:

The City agrees to provide each full-time Unit member with term life insurance coverage of not less than one hundred thousand (\$100,000.00), subject to the requirements of the insurance carrier. A Unit member shall have the right to purchase supplemental term life insurance, up to the appropriate limit, using monies remaining from the monthly sum originally provided by the City for the Unit member's health insurance. The City shall continue to offer additional life insurance programs already offered for Unit member purchase.

SECTION 4. SHORT TERM AND LONG TERM DISABILITY INSURANCE PROGRAM:

- 4.1 The City shall provide long term disability insurance (or “LTD”) benefits for each full-time Unit member (“covered Unit member”) under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interest, after meeting and consulting with the bargaining units.
- 4.2 The City shall provide short term disability insurance (or “STD”) benefits for each covered Unit member solely to provide the benefit during the 90-day LTD benefit waiting period, the City shall provide a STD insurance plan for each covered Unit member under the terms, requirements and conditions compatible with the City’s LTD benefit plan. Nothing herein shall bind the City to provide STD insurance coverage if the City chooses to implement a self-insured STD program.
- 4.3 After a maximum of a 90-day waiting period:
 - a. A covered Unit member who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of his or her base pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave up to age sixty-five (65); and
 - b. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of his or her base pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave for twenty-four (24) months. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of his/her base pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave up to age sixty-five (65).
 - c. There shall be no reduction of LTD or STD benefits for a workers’ compensation permanent disability award. In no case shall a Unit member on workers’ compensation receive short-term or long-term disability benefits and worker’s compensation salary continuation or temporary disability benefits simultaneously.
 - d. There shall be no exclusion for “soft tissue injuries”, including but not limited to musculoskeletal and connective tissue disorders, strains and sprains of the cervical, thoracic and lumbosacral spine.
 - e. The only allowable offsets are those listed in the LTD and STD policies.
- 4.4 The provision of the LTD Plan and the STD Plan is conditioned upon the following:

- a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by the existing carrier or other insurance carrier.
 - b. Eligibility for and administration of benefits under the STD Plan and the LTD Plan and including the determination whether a covered Unit member is disabled from his or her own occupation, shall be determined by the insurance carrier, not by the City.
- 4.5 For injuries and other disabilities covered under California workers compensation laws, Unit members shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability (“workers compensation leave”) or until the City’s workers compensation administrator terminates workers compensation leave either due to payment of a “compromise and release” settlement, a disability and/or service retirement, the Unit member returns to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member’s temporary disability status, such dispute shall be resolved in accordance with applicable California Workers’ Compensation laws. If a Unit member is approved for workers’ compensation leave, the Unit member shall not be eligible for STD or LTD benefits during the period of such workers’ compensation leave. LTD eligibility for Unit members who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 4.1, above.
- 4.6 While on short term or long term disability, Unit members may use sick leave, comp time, administrative leave or annual leave, in the order specified herein, to equal 100% of the Unit member’s regular salary in conjunction with the disability benefit payment.

SECTION 5. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS):

- 5.1 For those Unit members hired before the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include Unit members in the CalPERS “3% at 60” Plan with the following optional public agency contract provisions:
- a. The optional contract provision relating to one (1) year final compensation (12 highest paid consecutive months);
 - b. The optional contract provision relating to military service credit as public service;
 - c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
 - d. The optional contract provision relating to two years additional service credit;
 - e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

- f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.
- 5.2 Effective March 15, 2014, Unit members shall pay the full percentage of the member contributions.
- 5.3 For those Unit members hired on or after the effective date of the CalPERS contract amendment providing (May 6, 2011) for a tiered retirement benefit, and defined by Assembly Bill 340 – Pension Reform as “Classic Members”, the City shall include such Unit members in the CalPERS “2% at 55” Plan with the following optional public agency contract provisions:
- a. The optional contract provision relating to one (1) year final compensation (12 highest paid consecutive months);
 - b. The optional contract provision relating to military service credit as public service;
 - c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
 - d. The optional contract provision relating to two years additional service credit;
 - e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;
 - f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.
- 5.4 Effective March 15, 2014, Unit members shall pay the full percentage of the member contribution.
- 5.5 For those Unit members hired on or after January 1, 2013, defined by Assembly Bill 340 – Pension Reform, as “New Members”, the City shall include such Unit members in the CalPERS “2% at 62” Plan with a three year final compensation period, and with the following optional contract provisions:
- a. The optional contract provision relating to military service credit as public service;
 - b. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
 - c. The optional contract provision relating to two years additional service credit;
 - d. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;
 - e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost.
- 5.6 “New Members” shall pay the full percentage of the member contributions.

SECTION 6. DEFERRED COMPENSATION PROGRAM:

The City will continue to match Unit member’s annual contributions to their deferred compensation account, dollar for dollar, as follows:

- a. Professional Association Unit members: One thousand dollars (\$1,000.00) per calendar year.
- b. Supervisors Association Unit members: One thousand five hundred dollars (\$1,500.00) per calendar year.

Funds shall be electronically transferred each payday. The City shall match each employee contribution at the time the employee makes said contribution deposit into their deferred compensation plan up until the employee reaches the maximum City’s match per calendar year.

SECTION 7. VISION CARE PROGRAM:

The City will sponsor a vision care program. Unit members may purchase vision care through a payroll deduction from wages and/or with money remaining from the monthly sum provided for health insurance.

SECTION 8. SECTION 125 PLAN:

The City shall provide a Section 125 Tax Code plan in order to allow Unit member to deduct excess insurance premiums, unreimbursed medical expenses, and child care payments before taxes.

**ARTICLE VI
SAFETY**

SECTION 1. SAFETY RESPONSIBILITIES:

- 1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.
- 1.2 Unit members shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by any law, occupational safety or health standards, safety orders, or safety rules and regulations. Unit members shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.
- 1.3 The City shall not require nor permit any Unit member to go to or be in any employment or place of employment not reasonably safe and healthful.
- 1.4 The City shall not discipline any Unit member for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated; if such violation would create a real and substantial risk of harm to the Unit member.

SECTION 2. SAFETY DEVICES AND SAFEGUARDS:

The City shall furnish, and the Unit member shall use, safety devices and safeguards. The City shall adopt and use practices, means, methods, operations and processes which are reasonably adequate to render City employment safe and healthful.

SECTION 3. SAFETY COMMITTEE:

The City and the Association shall jointly participate in an advisory safety committee. The safety committee membership shall include at least one (1) Association representative. The safety committee shall make good faith efforts in an advisory capacity to provide and maintain a safe and healthful place of employment. The safety committee shall meet on a monthly basis or other agreed schedule.

SECTION 4. USE OF VETERANS PARK SPORTS COMPLEX:

All Unit members and their families shall be entitled to use all facilities and programs at Veterans Sports Complex at the rates below:

- Unit member – one hundred dollars (\$100.00) per year
- Unit member and family – one hundred fifty (\$150.00) per year

Unit members who renew memberships shall receive the same percentage discount on the above prices as the general public receives at time of renewal. For purposes of this section, family shall mean those family members eligible for coverage under the CalPERS Health Insurance program provided by the City.

**ARTICLE VII
CITY RIGHTS**

SECTION 1. EXCLUSIVE CITY RIGHTS AND AUTHORITY:

The City retains the exclusive right to manage and direct the performance of City services and the work force performing such services. The City retains the exclusive right to exercise its right to manage and direct the performance of the City services and the work force performing such services. The following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The Association expressly and specifically agrees that except to the extent that the City's rights are expressly and specifically limited by the terms of this MOU, the Association has waived any and all of its rights to meet and confer on any of the City's rights or effects of the exercise of any of its rights.

The consideration of the merits, necessity, or organization of any service or activity conducted by the City shall include but not be limited to the City's right to:

- a. Determine issues of public policy;
- b. Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;
- c. Expand or diminish services;

- d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract out any work or operation;
- e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
- f. Determine job classifications;
- g. Appoint, transfer, promote, demote, and lay off Unit members for lack of work or other appropriate reasons;
- h. Initiate disciplinary action;
- i. Determine policies, procedures and standards for selection, training and promotion of employees;
- j. Establish Unit member performance standards, including but not limited to quality and quantity standards;
- k. Maintain the efficiency of governmental operations;
- l. Exercise complete control and discretion over its organization and the technology of performing its work and services;
- m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and,
- n. Determine any and all necessary actions to carry out its mission in emergencies.

The exclusive decision making authority of the City and management on matters involving the City rights and authority shall not be in any way, directly or indirectly, be subject to the grievance procedure. Unit members may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

SECTION 2. CONCERTED REFUSAL TO WORK:

- 2.1 If a Unit member participates in any manner in any strike, sympathy strike, work stoppage, slowdown, sick-in, or other concerted refusal to work or participates in any manner in any picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-in or other concerted refusal to work or induces other Unit members or employees of the City to engage in such activities, such Unit member shall be subject to discharge by the City.
- 2.2 In the event the Association calls, engages in, encourages, assists or condones in any manner, any strike, work stoppage, slowdown, sick-in or other concerted refusal to work by Unit members or other employees of the City or any picketing or work impediment in support thereof, or any form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions

available to it, may suspend any and all of the rights and privileges accorded the Association under any ordinance, resolution, rules or procedures of the City, including, but not limited to, the suspension of recognition of the Association, and the use of the City's bulletin boards and facilities.

2.3 The City shall not lock out Unit members.

SECTION 3. FURLOUGHS:

City maintains the right to furlough employees during the term of this MOU if the City Council formally declares as "fiscal emergency". Notice to, and meet and confer with, the Association is still required before taking any action.

ARTICLE VIII ASSOCIATION SECURITY

SECTION 1. AGENCY SHOP:

1.1 Association Dues/Service Fees:

- a. The City shall provide any newly hired Professional and Supervisors Unit members , with an authorization notice advising them that agency shop for the Association has been implemented pursuant to vote of the bargaining unit's members in accordance with state law, that said agency shop is covered by an agreement between the City and the Association, and that all Unit members subject to that agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the Unit member's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association. Said Unit members shall have fourteen (14) calendar days from the date they receive the form to fully execute it and return it to the City's human resources division.
- b. If the form is not completed properly or returned within fourteen (14) calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such Unit member. The effective date of Association dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing fourteen (14) calendar days after receipt of the authorization form by the Unit member.
- c. The Unit member's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When a Unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of a Unit member in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of a Unit member who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In addition to the above, all other legal and required

deductions (including health care and insurance deductions) have priority over Association dues and service fees.

1.2 Religious Exemption:

- a. Any Unit member who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, upon presentation to the City of active membership in such religion, body, or sect, shall not be required to join or financially support any public employee organization as a condition of employment pursuant to Government Code section 3502.5(c). The Unit member may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the Unit member from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Association, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the Unit member. In instances where a Unit member makes direct payment to a nonreligious, nonlabor charitable fund, the Unit member shall provide proof of the payment on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.
- b. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within fourteen (14) calendar days of receipt by the City. The Association shall then have fourteen (14) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the Unit member's choice shall commence, but shall be held in escrow pending resolution of the challenge through means of a meeting between the Association representatives and City Manager, with the City Manager making the final determination.

Charitable contributions shall be made by regular payroll deductions unless otherwise provided for in subsection (1) above.

- c. The Association has selected the following three nonreligious, nonlabor charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code from which the Unit member establishing religious exemption may choose: The Boys & Girls Club of Carson, Charlotte's House and the Child Guidance Center. This list may change from time to time, but only upon written notice and agreement by both parties.

1.3 Rescission:

- a. The agency shop provision in this Agreement may be rescinded by a simple majority of votes cast by eligible bargaining unit members provided that:
 - (1) A request for such a "rescission vote" is supported by a petition containing the signatures at least thirty (30) percent of the Unit members in the bargaining unit;

- (2) The vote is by secret ballot; and
- (3) The vote may be taken only once per City fiscal year. (If a “rescission vote” is requested, conducted and results in rescission of agency shop, then the Association agrees not to request, petition for, negotiate for or otherwise seek agency shop for one calendar year from the date of the payroll check covering the pay period in which the agency shop deductions actually cease following a rescission vote.)

1.4 Records:

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the Association, within sixty (60) days after the end of the Association’s fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

1.5 Indemnification:

The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City’s compliance with the agency fee obligation, including but not limited to claims relating to any election or vote, improper deductions, and the Association’s use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City’s compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

SECTION 2. LEGAL COUNSEL:

The City agrees to provide Unit members with legal counsel in accordance with the obligations imposed on public entities by Government Code Sections 825 and 995. The City agrees that Unit members have the right to their own legal representation in all disciplinary actions, but at their own expense.

SECTION 3. MEET AND CONFER IN GOOD FAITH - SCOPE:

The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law.

SECTION 4. RELEASE TIME:

The City shall provide Unit members with release time leave subject to the following conditions:

- 4.1 Upon advance written notice and unless the Unit member's or designated representative's use of release time interferes with work group operations, the immediate supervisor shall permit a Unit member and one designated representative to use release time as time off from work with pay in order to prepare a formal grievance or to appeal a disciplinary action.

- 4.2 The immediate supervisor may approve release time requests for up to one (1) hour for both the Unit member and one (1) designated representative for each formal grievance. The immediate supervisor may approve release time requests for up to two (2) hours for both the Unit member and one (1) designated representative for each pre-disciplinary conference or disciplinary hearing. Additional request for release time to prepare for a formal grievance or to appeal a disciplinary action must be approved in advance by the appointing authority.
- 4.3 A Unit member's designated representative may use release time to be present at the presentation of a formal grievance, a pre-disciplinary conference or disciplinary hearing.
- 4.4 Up to 4 representatives and/or officers of the Association will be permitted to use release time to attend meet and confer sessions. Up to 2 representatives and/or officers of the Association will be permitted to use release time to attend Personnel Committee meetings or Labor/Management meetings scheduled by the City during work hours. The City shall not be liable for overtime payments for sessions or meetings beyond regular work schedules.
- 4.5 Release time is not available for external grievance or legal procedures, such as PERB, court hearings, etc.
- 4.6 Unit representatives shall be permitted monthly paid release time for executive board meetings; such meetings shall not exceed two work hours.
- 4.7 Unit representatives may request release time from the employer-employee relations officer for a special meeting of Unit representatives or the general membership not otherwise covered in this provision. Such requests shall be in writing stating the reasons for such request.
- 4.8 Unit members who use release time pursuant to the provisions of this section shall record all such hours on their payroll job ticket each payroll period.
- 4.9 Release time is to be used to cover labor relations activities that occur during a Unit member's normal work hours. It does not add to a Unit member's normal work schedule nor create any overtime obligation. Any hours expended outside normal work hours shall not count as release time, shall be uncompensated by the City, and are the personal responsibility of the Unit member. However, the City Manager, Assistant City Manager, or the Director of Human Resources & Risk Management may pre-authorize overtime for labor relations related purposes.
- 4.10 Release time is not available for labor relations related administrative or legal proceedings, except that the bargaining unit may have one representative at administrative proceedings who shall be entitled to the use of release time and all represented members that may be called as witnesses at any administrative proceeding shall be entitled to use release time to cover any required attendance at such proceeding that occurs during the Unit member's normally scheduled work hours. Unit members that are to be called as witnesses at such proceedings shall be placed "on call" with at least one-hour notice of the need for their attendance and allowed to use release time for any time spent that occurs during the Unit member's normally scheduled work hours. Examples of administrative proceedings include, but are not limited to, PERB, EEOC, DFEH, Labor Commissioner, etc.

- 4.11 Unit members shall be permitted one (1) hour of paid release time per month to attend membership meetings. The bargaining unit will keep sign-in sheets and provide same to Human Resources to prove attendance at the membership meetings.

SECTION 5. CONFERENCE ATTENDANCE:

The City agrees to permit Professional Unit members to attend one work-related professional conference of their choosing during each fiscal year, with the approval of the Unit member's Director, at City expense provided funds are available. The location of the conference must be held within the Western Continental United States, and shall be consistent with any SMP authorized by the City Manager on attendance at conferences. The conference would be in addition to any conference the Unit member's Director may require the Unit member to attend. The Unit member will receive no additional compensation or consideration if the Unit member chooses not to make use of this opportunity in a given fiscal year.

SECTION 6. FAIR LABOR STANDARDS ACT:

- 6.1 The Association affirms the City's right and obligation to determine the jobs in the City of Carson that are exempt according to the provisions of the Fair Labor Standards Act.
- 6.2 The Association agrees that supervisors classifications and positions represented by the Association are non-exempt as defined in the Fair Labor Standards Act.
- 6.3 The Association agrees that the positions marked as exempt in Appendix A are currently defined by the City as exempt in accordance with the Fair Labor Standards Act.
- 6.4 The Association agrees that these positions determined to be exempt as defined in the Fair Labor Standards Act are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the overtime provisions of the City of Carson Personnel Rules.

SECTION 7. REORGANIZATION OR RECLASSIFICATION:

The City agrees to meet and consult with the Association in the event of any reorganization and/or reclassification impacting on the members of the Association. The decision to reclassify job classifications shall remain within the sole discretion of the City.

SECTION 8. FLEXIBLE WORK SCHEDULES:

The City will work with Unit members to achieve flexibility in work schedules to accommodate special needs in areas such as: childcare, eldercare or education. These accommodations can be made whenever they can be done without causing hardship on the work unit. The allowable work schedule flexibility shall be restricted to those that can be made within the work day, such as: modifying starting or ending time by thirty (30) minutes, and/or reducing the meal period to thirty (30) minutes. Flexibility may also include other modifications which would require the use of leave hours or reductions in pay.

SECTION 9. ASSOCIATION ACCESS TO NEW EMPLOYEE ORIENTATIONS & INFORMATION:

Pursuant to AB 119, the City agrees to provide, when practical, no less than 10-days' notice in advance of any new employee orientations and provide the Association access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Unit, which could mean representational attendance or correspondence. The Unit shall advise the City reasonably in advance as to the type of access requested.

The City agrees, pursuant to AB 119, to provide the Unit with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The City also agrees to provide the Unit with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees once a year or upon request as long as the prior request for such information or the provision of such information was at least more than 120 days earlier.

**ARTICLE IX
GRIEVANCE PROCEDURE**

SECTION 1. PURPOSE:

The purpose of the Grievance Procedure is to establish channels of communication between Unit members, supervisors, and management. The City encourages any Unit member having a grievance related to his or her working conditions to discuss the matter informally with his or her immediate supervisor without undue delay in order to resolve the issue. The purpose of these preliminary discussions is to settle disagreements fairly, as quickly as possible, and to eliminate problems before they evolve to grievances.

SECTION 2. DEFINITION:

A grievance is a timely written complaint by one or more Unit members concerning the application or interpretation of the provisions of this MOU affecting Unit members' wages, hours, and working conditions.

SECTION 3. GRIEVANCE STEPS:

The grievance procedure shall be used to resolve a Unit member's complaints as defined in Section 2 above. The grievance procedure shall consist of the following "Steps."

- Step 1. A Unit member shall have the right to present a grievance, in writing, within five (5) working days of the action or incident causing the grievance. Such grievance shall be provided to the immediate supervisor of the Unit member. All grievances shall state the violation of this MOU, how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's requested remedy. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall render a written decision responding to the grievance and return the completed grievance form to the Unit member. Failure of the immediate supervisor to render a written

response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If denied, and the Unit member wishes to move the grievance to the next Step in the grievance process, then the Unit member shall move the grievance to the next immediate supervisor within the chain of command, in accordance with Section 3, Step 2 of this Article. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the immediate supervisor.

Step 2. If the immediate supervisor's response does not satisfactorily resolve the complaint, and/or the grievance is denied, then the Unit member and/or the Unit member's designated representative may submit the grievance to the next immediate supervisor within the chain of command, within five (5) working days of the immediate supervisor's actual or constructive decision on the grievance. The next immediate supervisor shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative and shall discuss the grievance with the Unit member's immediate supervisor. Within ten (10) working days after receipt of the grievance, the next immediate supervisor shall render a written response to the grievance and the completed grievance form shall be returned to the Unit member. Failure of the next immediate supervisor to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If the next immediate supervisor's response does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the grievance to the next succeeding supervisor within the chain of command, within five (5) working days of the next immediate supervisor's response to or constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the next immediate supervisor. Prior to submitting any grievance to the Director in accordance with Step 3, all Unit members are required to submit their grievance to each next immediate supervisor within the chain of command, and in order of the chain of command, in accordance with the timing requirements and procedures of this Step 2.

Step 3. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's supervisors pursuant to Step 2, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to the Director of his/her work group, within five (5) working days of the last supervisor's response or constructive denial of the grievance. The Director shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative, and shall discuss the grievance with the Unit member's

immediate supervisor and others within the Unit member's chain of command. Within ten (10) working days after receipt of the grievance, the Director shall render a written decision on the grievance and the completed grievance form shall be returned to the Unit member. Failure of the Director to render a written decision on the grievance within ten (10) working days constitutes a constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after the receipt of the response to or constructive denial of the grievance by the Director.

Step 3a. Before moving a grievance to the City Manager's step, a Unit member may request an advisory mediation session. The cost of mediation will be shared by the City and the Unit on a 50/50 basis, with both parties bearing their own legal costs, including but not limited to attorneys' fees.

Step 4. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's Director pursuant to Step 3, or through advisory mediation pursuant to step 3a, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to the a non-involved Director or the Director of Human Resources & Risk Management in lieu of the City Manager. The hearing officer shall be mutually agreed upon by both parties. When the Unit member presents a grievance to a non-involved Director or the Director of Human Resources & Risk Management in lieu of the City Manager, the selected person shall discuss the grievance with the Unit member and/or the Unit member's designated representative. The selected person shall also discuss the grievance with the Unit member's immediate supervisor and others within the chain of command, up to and including the Director. Within ten (10) working days after receipt of the grievance, the selected person shall render a written decision on the grievance. Failure of the selected person to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. The decision or constructive denial of the selected person shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Thereafter, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.

SECTION 4. NON-DEPARTMENTAL GRIEVANCES:

Grievances resulting from decisions or actions outside the work group chain-of-command shall be initiated by the Unit member and/or Unit member's representative with the Director of the work group from which the decisions or actions occurred, and will follow the procedures as detailed in Section 3 of this Article.

SECTION 5. EXTENSIONS OF TIME:

Extensions of any of the time limits on the presentation of, or responses to, a grievance as set forth in the grievance procedure may be mutually agreed to by the parties involved with the grievance, but must be evidenced in writing by both sides.

SECTION 6. REPRISALS:

The City shall not institute any reprisals against any Unit member or designated representative resulting from the use of the grievance procedure.

SECTION 7. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE:

- 7.1 Those matters not specifically provided for under the definition in Section 2 above.
- 7.2 Disputes involving the content of performance reviews arising from the application of the provisions of SMP No. 6.4.

**ARTICLE X
APPEAL PROCEDURES**

SECTION 1. REQUEST FOR DISCIPLINARY HEARING:

Unit members who have passed probation shall have the right to appeal the imposition of disciplinary action. As used herein, the term “disciplinary action” shall mean discharge, involuntary demotion or suspension of a Unit member, in accordance with the City of Carson Personnel Rules, as such Personnel Rules may be amended from time to time. When a Unit member requests a disciplinary hearing, the request shall be in writing, signed by the Unit member, and presented to the Director of Human Resources & Risk Management within ten (10) calendar days after the notification date of the imposition of the disciplinary action. Any such request shall be addressed to the Director of Human Resources & Risk Management and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the Unit member. All disciplinary hearings shall be considered in private unless the Unit member requests, in writing, a public hearing. If the Unit member fails to request a disciplinary hearing within the prescribed time, the Unit member shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2. SCHEDULING OF DISCIPLINARY HEARING:

The Director of Human Resources & Risk Management shall be responsible for scheduling any disciplinary hearing within a reasonable time after the filing of the Unit member's request, considering the availability of a hearing officer and the convenience of the Unit member and witnesses. If the disciplinary action taken by the Unit member's Director is discharge, the parties shall commence proceedings to select a hearing officer under Section 3 within fifteen (15) calendar days after the filing of the Unit member's request, unless a time extension is agreed to in writing by both the City and the affected Unit member and/or his/her representative.

SECTION 3. HEARING OFFICER:

- 3.1 The appointing authority shall be the hearing officer for disciplinary hearings except for those involving discharge. The appointing authority may designate a Director, as mutually agreed upon by the City and the Association, as the hearing officer for any disciplinary hearing that does not involve discharge.
- 3.2 In any disciplinary hearing involving discharge, a neutral hearing officer shall be selected from an outside source pursuant to a method mutually agreed upon by the City and the Association, unless the Unit member and/or his/her representative and the appointing authority mutually agree in writing that the hearing officer may be the City Manager.
- 3.3 Where a neutral hearing officer is selected from an outside source, the cost for the hearing officer shall be shared equally by the City and the Association.
- 3.4 The City Manager or his/her designee shall be the final hearing officer on all matters of discharge brought forward by a Unit member without the support or involvement of the Unit member's Association.

SECTION 4. REPRESENTATION AT DISCIPLINARY HEARING:

- 4.1 At the disciplinary hearing, the Unit member may appear personally and shall have the right to be represented by counsel and any other person(s) allowed by the hearing officer, but during the disciplinary hearing only one person shall have the right to present the appeal on behalf of the Unit member.
- 4.2 The Unit member and the City shall each have the right to produce and confront witnesses and to present any relevant oral or documentary evidence.
- 4.3 Subsections 4.1 and 4.2 are not intended to, and shall not preclude, the hearing officer from questioning any witness, or asking any representative or other person present at the hearing, any questions that the hearing officer may deem appropriate and relevant to the subject matter of the appeal.

SECTION 5. BURDEN OF PROOF AND EVIDENCE:

The City shall have the burden of proof and shall be required to prove the charges against the Unit member by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6. CONDUCT OF THE DISCIPLINARY HEARING:

The conduct of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of the parties. During the examination of a witness, the hearing officer may exclude from the hearing any and all other witnesses. The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7. HEARING OFFICER'S DECISION:

Within thirty (30) calendar days after the conclusion of the evidentiary and argument portions of the disciplinary hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law. The hearing officer shall have the authority to affirm, revoke, or reduce the disciplinary action imposed against the Unit member. The hearing officer's decision constitutes a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

ARTICLE XI LAYOFF

SECTION 1. PREREQUISITE FOR LAYOFF:

If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Association that the seniority rule shall mean that when any classification having two or more Unit members is subject to less than a complete lay off, then the Unit members shall be laid off in order of reverse seniority based first upon actual service time in the classification, and in instances where that is equal, then on tenure, defined as cumulative actual City service time.

Reductions in the City's work force for reasons other than solely economic reasons shall continue to observe the layoff order as set forth below in subsections 1.1 through 1.4, and Section 2:

- 1.1 All temporary, seasonal, and/or recurrent and probationary Unit members have been released from the classification.
- 1.2 Unit members in the classification have been given an opportunity to seek lateral transfer or voluntarily demote to existing vacant positions, for which they meet minimum qualifications.
- 1.3 Management will meet and consult with the representative of the Unit over alternative courses of action to avoid such layoff.
- 1.4 Notice of actual layoffs shall be given no less than twenty-eight (28) calendar days before the date of implementation. Such notice shall include:
 - a. Classification where layoff is to occur;
 - b. Seniority list by total actual City service in the affected classification;
 - c. List of current permanent vacancies in all classifications represented by the Association; and,
 - d. Separate notice to any Unit member in the classification who has two (2) or more below standard evaluations within the preceding three (3) years.

SECTION 2. ORDER OF LAYOFF:

- 2.1 Unit members who have two or more below standard evaluations within the preceding three (3) years shall be laid off first.
- 2.2 Next layoff shall occur on the basis of seniority, the least senior Unit member based on total actual employment in a classification represented by the Association shall be laid off first and any subsequent layoff shall proceed to the next least senior.
- 2.3 Ties in Seniority – Where the seniority of two (2) Unit members is of the same length, the Unit member with the shorter tenure shall be laid off first.
- 2.4 Ties in Tenure - Where the actual seniority and tenure of two (2) Unit members are of the same length, tenure shall be decided by the drawing of lots.
- 2.5 Title changes and/or amended class specifications for classes with multiple positions will not change or alter the seniority rights of the incumbents in the original classification when subject to layoff, provided such prior classification is the same salary range.

SECTION 3. VOLUNTARY DEMOTION:

A Unit member so laid off may choose voluntary demotion so as to avoid layoff.

- 3.1 Such voluntary demotion can be to a lower or equal class of previous standing or to a lower or equal class that is vacant provided they meet the minimum qualifications for those positions.
- 3.2 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article.

SECTION 4. RECALL:

Unit members who laterally transfer, take a voluntary demotion or are laid off pursuant to the provisions of this Article, shall have their names entered onto a recall list for the classification of original standing.

- 4.1 Such a list shall be inverse order of layoff, lateral transfer or voluntary demotion.
- 4.2 The recall list shall be kept by Human Resources and shall be used in order when any vacancy for that classification is to be filled.
- 4.3 The list shall be maintained until all names have been offered an opportunity for recall or at the end of three (3) years, whichever comes first.
- 4.4 The appointing authority shall offer appointment to the first name on said list. If the individual accepts and he or she shall be appointed after sixty (60) days from the date of layoff, the Unit member may be required to take a medical examination so as to ensure the Unit member is medically and mentally capable of performing duties of the classification. The individual shall still be required to meet the minimum qualifications of the classification.

SECTION 5. SEVERANCE PACKAGE:

The City shall provide laid off Unit members a severance package in exchange for release of all claims as follows:

- 5.1 Severance pay calculated at thirty (30) hours for each year of service with a minimum benefit of 173.33 hours pay and a maximum benefit of 520 hours pay.
- 5.2 Medical and dental benefits will be provided through the regular insurance and/or COBRA reimbursement for the time period equivalent to the number of days as the severance pay.

**ARTICLE XII
OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION**

SECTION 1. STATUS OF GRANT FUNDED EMPLOYEES:

Full-time, non-general fund Unit members shall be considered City employees and will receive all benefits and rights conferred by this MOU. This includes, but is not limited to, Unit members funded through the Carson Successor Agency, Carson Housing Authority, Community Development Block Grant, AQMD funds and Proposition A or C funds.

SECTION 2. PROMOTIONAL OPPORTUNITIES:

- 2.1 The City shall make a good faith effort to promote and transfer from within the City service.
- 2.2 The City shall recruit for and establish eligibility lists for all vacant budgeted positions, unless they are temporarily frozen by the City Manager. At his/her sole discretion, the City Manager may fill a position by reinstatement or voluntary demotion.
- 2.3 A Unit member who is rejected during the probationary period shall be reinstated to the position from which he or she had been promoted. A rejected promotional probationary Unit member does not waive their right to appeal within the City's administrative appeal process. A promotional probationary period shall be used for the evaluation of a Unit member in the promotional capacity and can in no way be used to revoke rights or benefits gained by the prior passage of the Unit member's initial probationary period within the City.

SECTION 3. CITY COUNCIL PERSONNEL COMMITTEE:

The City agrees to inform the Association of any issues going before the City Council Personnel Committee and City Council concerning the Association. The Association will be given this information and the right to attend said meetings on release time, limited to one or two members, as appropriate.

SECTION 4. JOB SERIES STUDY:

- 4.1 The City acknowledges the Job Series and will create advancement criteria for:
 - a. Planning Technician/Assistant Planner/Associate Planner

SECTION 5. JOB SHARING:

- 5.1 **Job Sharing Definition:**
Bifurcation of the job duties (essential functions) of a full-time classification into two equal ½-time jobs that total full-time work, generally 40 hours per week, 52 weeks per year.
- 5.2 **Benefits:**
A Job Sharing Unit member shall receive, as applicable, benefits on the basis of one-half the rate accorded to comparable full-time employees. No other method of pro-ration shall apply. For benefits that have a time or service requirement to qualify to receive them, a year shall be defined as successful completion of 2,080 hours of service. Under Job Sharing, this will generally be 104 weeks at 20 hours per week.
- 5.3 **Job Sharing Unit Member:**
One of a pair of Unit members, each of whom job shares by performing one-half of the essential functions of a full-time classification and who works ½ of the hours of the full-time class, generally 20 hours per week, 52 weeks per year.
- 5.4 **Vacancy of Job Share Position:**
If one person occupying half of a job share position leaves the city or takes an extended leave, the City may compel the person occupying the other half to convert to full time. If the person chooses not to convert to full time, the City has the option to eliminate both the job share positions and commence recruitment for a full-time position.
- 5.5 **Resumption of Full-Time Status:**
If a Job Sharing Unit member wishes to resume full-time work with the City, he or she shall seek reassignment or transfer to a full-time position in the Unit member's department, for which he or she meets the minimum qualifications. Should the Unit member's department be unable to effect such reassignment, the Unit member shall seek a transfer as prescribed under the Personnel Rules.
- 5.6 **Involuntary Conversion to or from Job Sharing Status:**
Neither management nor Unit members shall convert full-time positions to job-sharing positions, or the converse, without first consulting with the other party. If both parties are in agreement, as well as the affected Unit members, the decision shall be memorialized via Personnel Action Request forms.
- 5.7 **Salary Anniversary Date:**
If a Unit member's appointment to a Job Sharing position is either as a new hire or by promotion, the salary anniversary date shall be defined as that date which occurs upon successful completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. Such Unit members may be considered for a merit increase after successful completion of 1,040 hours of service, generally 52 weeks at 20 hours per week. Subsequent salary anniversary dates shall be defined as those dates which occur upon completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. If a Unit member's appointment to a Job Sharing position is not a new hire or promotion, the salary anniversary date shall be based on his or her prior service, in accordance with the Personnel Rules.

**ARTICLE XIII
DRAFTING PROVISIONS AND DURATION**

SECTION 1. FULL UNDERSTANDING:

This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and/or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU. This MOU contains all the terms, covenants and stipulations of employment for Professional and Supervisor Unit members and supersedes all prior resolutions adopting MOUs for this Unit and practices except for those contained in the City's written rules and regulations, resolutions, ordinances and policies. It remains the parties understanding that the City's Personnel Rules, however, do not apply to unclassified persons covered by this MOU.

SECTION 2. SEVERABILITY:

Notwithstanding any other provisions of this MOU, in the event that any article, section, or subsection of this MOU shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the Association shall meet and confer on the affected article, section, or subsection. In such event, all other articles, sections or subsections of this MOU not affected shall continue in full force and effect.

SECTION 3. EMERGENCY WAIVER:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on Unit members of the suspension of provisions in the MOU during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

SECTION 4. JOINT DRAFTING:

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 5. MODIFICATION:

This MOU may only be modified or amended by written agreement between the parties which then must be approved by Council resolution.

SECTION 6. DURATION:

- 6.1 This Memorandum of Understanding shall be binding on the City and the Association when adopted by the City Council.
- 6.2 The City and the Association agree that negotiations on a successor contract shall begin in the first week of March, 2021. The Association will submit a list of requests to the City no later than February 14, 2021.

Except as otherwise provided herein, this MOU shall be in full force and effect from January 1, 2017 and shall remain in full force and effect up to and including June 30, 2021.

SECTION 7. REOPENERS:

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues. These reopeners are not contingent upon the execution of any successor MOU and no successor MOU is contingent upon agreement on these reopeners:

- a. Changes and/or revisions to the City's Personnel Rules and Regulations, including related SMPs;
- b. Changes and/or revisions to the City's Employer Employee Relations Resolution (EERR);
- c. Changes to Unit member job specifications;
- d. Changes to Donated Sick Leave Bank policies and procedures;
- e. Acting Duty Pay Modification;
- f. Overtime for exempt Unit members pay related to elections and declared emergencies;
- g. Court Summons/Subpoena/Jury Duty – pay to exempt Unit members for attending court on a non-work days;
- h. Lateral Transfers;
- i. Workers Compensation Leave – The parties agree to a reopener to discuss the City's proposal to not offset workers' compensation/temporary disability payments against long term disability. Employee shall not be allowed to transition from workers' compensation/temporary disability to long term disability while still suffering from an occupational injury.
- j. Short and Long Term Disability Insurance – The parties agree to a reopener to discuss the City's proposal to change the short and long term disability benefit on base salary only, not including special compensation.
- k. Biometric Timekeeping – The parties agree to a reopener to discuss the City's proposal to implement biometric timekeeping during MOU term.

- l. Home Telephone Calls – The parties agree to a reopener to discuss the City’s proposal to negotiate clarifying language to Article III, Section 9 compensation provision for home telephone calls, including any related issues.
- m. Call Back – The parties agree to a reopener to discuss Unit’s proposal to negotiate clarifying language to Article III, Section 10 regarding call back and overtime.
- n. Stand By Pay – The parties agree to a reopener to discuss Unit’s proposal that bargaining unit employees on monthly standby duty shall be compensated \$280 per week and shall be compensated for all hours worked when called to actual duty, as defined and required by the Fair Labor Standards Act and the Portal-to-Portal Act.
- o. Safety Shoes – The parties agree to a reopener to discuss Unit’s proposal to add to Article VI Section 1 the provision of safety shoes for certain classifications.
- p. Job Series – The parties agree to a reopener to discuss Unit’s proposal on adding a Job Series for Planning and Analyst classifications to the MOU.
- q. Court Summons/Subpoena/Jury Duty – pay to exempt Unit members for attending court on a non-work days; and
- r. Lateral Transfers.

**ARTICLE XIV
CITY COUNCIL APPROVAL**

The City Manager and Employee Relations Officer of the City and the Association have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Unit members represented by the Association and have reached agreements which are set forth in this MOU. This MOU constitutes a joint recommendation by the City’s negotiators and the Association, after ratification of its membership, to be submitted to the City Council for its determination and approval by one or more resolutions, as the City Council may deem fit and proper. This MOU is of no force or effect unless or until ratified and approved by a resolution of the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IT IS SO AGREED:

EMPLOYEE ASSOCIATION

CITY OF CARSON

Freddy Loza
President-CPSA

Sharon Landers
City Manager

Therese Foisia
Vice President-CPSA

Faye Moseley
Director of Human Resources and Risk
Management/Employee Relations Officer

Garrett Roberts
Treasurer-CPSA

Tarik Rahmani
Director of Finance

Robin Wilson
Secretary-CPSA

Colin Tanner
Deputy City Attorney/Labor Negotiator

Attachments:

CPSA Appendix A - Professionals Monthly Salary Schedule effective July 1, 2018; July 1, 2019; July 1, 2020.

CPSA Appendix B - Supervisors Monthly Salary Schedule effective July 1, 2018; July 1, 2019; July 1, 2020.