

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES LOCAL
809,

Charging Party,

v.

CITY OF CARSON,

Respondent.

Case No. LA-CE-1504-M

SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the American Federation of State, County & Municipal Employees Local 809 ("Local 809") and the City of Carson ("City"), in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the parties concerning two holidays declared by City of Carson then-Mayor Albert Robles for December 29, 2020 and December 30, 2020, and whether Local 809 represented employees were entitled to receive the benefits of the two Mayor-declared holidays.

2. The parties desire to fully and completely resolve all of the claims asserted against the City by Local 809 in the above-captioned unfair practice charge and any and all claims arising therefrom or in connection therewith on the following terms:

- a. The City shall treat the two days at issue in the charge – December 29 and December 30, 2020 – as Mayor-declared holidays for Local 809 represented full-time employees per the terms and with the benefits afforded under the applicable Memorandum of Understanding. This means full-time AFSCME Local 809 represented employees shall be entitled to a total of 20 hours holiday leave or pay as described herein and as provided by their MOU. The City shall replenish leave time for those full-time employees scheduled to work on either of the Mayor-declared holidays and who used leave on the Mayor-declared Holidays

(for a total of 20 hours). Full-time employees who were scheduled and actually worked on the days in question will receive a total of 2.5 times the regular rate of pay for the hours worked and straight time for any of the 20 holiday hours not worked, which includes any pay already received. Such replenishment or pay will be included on employees' pay checks no later than two full pay periods following City Council approval of the parties' settlement agreement. If a part-time employee was not scheduled to work and did not work or use leave time for the Mayor-declared holidays, they shall receive nothing by this settlement.

- b. The City represents that Local 809's represented part-time employees have been fully compensated for the Mayor-declared holidays pursuant to their applicable Memorandum of Understanding and are not entitled to any further compensation or leave time under this Settlement Agreement except as otherwise provided herein.
- c. If any full-time or part-time Local 809 represented employee believes he or she is entitled to replenishment of leave time or holiday compensation pursuant to this Settlement Agreement and does not receive such replenishment or compensation, the employee must inform the City's designated representative(s) in writing within 60 days of the City Council's approval of this settlement agreement. The City will review all such claims and attempt to resolve them. To the extent such disputes are not resolved to the mutual satisfaction of the City and employee raising the dispute, the City and the Union will meet and confer in good faith within 60 days of the City's determination, in a mutual effort to resolve any outstanding disputes. To the extent the Union and City are unable to resolve any outstanding disputes, the parties agree to submit the dispute to the Office of Administrative Hearings for binding arbitration. The City and Union agree to share equally any costs for the Office of Administrative Hearings, but otherwise each party will bear its own costs. The parties agree that to reduce hearing costs: (a) no Court reporter will be required for this hearing (or that if one is desired, the party so requesting will bear the expense); (b) the parties will submit closing argument orally rather than by written brief; and (c) the parties will request a bench ruling to be reduced to a short written order rather than a full opinion.

- d. Any Local 809 represented employees who have left the City's employment and/or are not on payroll at the time the City Council approves this Settlement Agreement shall not be entitled to any return of leave time or any holiday compensation for the two Mayor-declared holidays on December 29 and 30, 2020.
- e. The parties have prepared a joint statement to all part-time Local 809 represented employees and all full-time employees who either utilized leave time for or who worked on the two Mayor-declared holidays advising that they are receiving the replenishment of leave and/or holiday compensation as a compromise between the parties to resolve the dispute, without any admission of wrongdoing or commission of any unfair labor practices.
- f. This Settlement Agreement shall only become effective upon formal approval of the Settlement Agreement by the City Council of the City during an open session City Council meeting. If the City Council does not approve the Settlement Agreement, then the Settlement Agreement shall be null and void and of no further effect.
- g. Both parties agree to bear their own costs, expenses, and attorneys' or representatives' fees incurred in connection with the above-captioned unfair practice charge, these proceedings, and/or the events resulting in and/or preceding this Settlement Agreement.


3. Local 809 agrees to withdrawal the above-captioned unfair practice charge with prejudice within seven (7) days of the City Council's approval of the Settlement Agreement.

4. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this Settlement Agreement.


5. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

6. The undersigned parties represent that they have read and understand the terms of this Settlement Agreement and that they are authorized to execute this Settlement Agreement on behalf of their principals upon the terms stated.

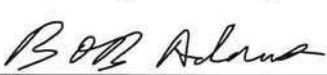
For Charging Party:



Salvador Ortega June 16, 2021
President




Nancy Rusas June 16, 2021
Recording Secretary




Bob Adams June 16, 2021
Business Representative, AFSCME
District Council 36


For Respondent:



Sharon Landers July ~~June~~ 6, 2021
City Manager



Faye Moseley July ~~June~~ 6, 2021
Director of HR & Risk Management



Colin Tanner July ~~June~~ 6, 2021
Deputy City Attorney