

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF CARSON**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES UNION (AFSCME), LOCAL 1017  
REPRESENTING THE CONFIDENTIAL EMPLOYEE  
BARGAINING UNIT OF THE CITY OF CARSON**

**JULY 1, 2016 – JUNE 30, 2021**

**ADOPTED BY RESOLUTION NO. 18-137**

**APPROVED NOVEMBER 7, 2018**

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**ARTICLE I**  
**RECOGNITION**

The City of Carson (hereinafter the “City”) has recognized and continues to recognize the American Federation of State, County and Municipal Employees Union, Council 36, Local 1017 (hereinafter the “Union” or “AFSCME”) as the sole exclusive bargaining agent for those City employees designated as being in the "Confidential" employee bargaining unit (hereinafter "Unit") for all matters concerning wages, hours and working conditions.

Any reference hereinafter to “Unit member(s)” means those Unit members as established by Article II, Section 3 below and represented by AFSCME and thereby covered under this Memorandum of Understanding between the City of Carson and AFSCME Local 1017 for the period July 1, 2015 through June 30, 2016 (hereinafter “MOU”). It is agreed that this 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 Union 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. - CONFIDENTIAL EMPLOYEE:**

An individual compensated through the City payroll and appointed to one of the following classifications and/or positions or those designated to be within the Unit by a City Council approved classification study and/or resolution.

- Administrative Analyst (Exempt) – City Manager’s Office
- Administrative Secretary (to the Directors)
- Assistant to the City Manager (Exempt)
- Deputy City Clerk
- Division Secretary - Human Resources
- Employment Services Clerk

Executive Assistant  
Human Resources Analyst (Exempt)  
Human Resources Assistant  
Human Resources Specialist  
Management Assistant  
Principal Administrative Analyst (Exempt)  
Risk Management Analyst (Exempt)  
Senior Administrative Analyst (Exempt) – City Manager’s Office  
Senior Clerk - City Manager’s Office  
Senior Human Resources Analyst (Exempt)  
Senior Human Resources Assistant  
Senior Human Resources Specialist  
Senior Risk Management Analyst (Exempt)

**SECTION 4. - DAY:**

A calendar day, unless otherwise designated.

**SECTION 5. - DIRECTOR:**

An individual assigned to any of the following classifications: Director of Finance, Director of Public Works, Director of Community Development or Director of Community Services, Director of Human Resources and Risk Management 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. - 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 8. - 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 9. - IN LOCO PARENTIS:**

To assume the duties and responsibilities of a parent; in the place of a parent.

**SECTION 10. - LEAVE:**

An absence from work.

**SECTION 11. - MANAGEMENT:**

A City employee appointed to any classification designated by the City Manager as managerial.

**SECTION 12. - PAY PERIOD:**

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

**SECTION 13. - POSITION:**

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

**SECTION 14. - 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 15. - SENIORITY:**

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

**SECTION 16. - TENURE:**

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

**SECTION 17. - UNIT MEMBER:**

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

**SECTION 18. - WORKDAY:**

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

**SECTION 19. - 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 ends at 12:00 a.m. on Friday.

**SECTION 20. - WORK SCHEDULE:**

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

- 20.1 Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or
- 20.2 Ten (10) hours in a workday for four (4) consecutive workdays within a workweek.

**ARTICLE III**  
**COMPENSATION**

**SECTION 1. - SALARY:**

- 1.1 2016/2017 No COLA
- 2017/2018 No COLA
- 2018/2019 3% COLA (effective pay period 7/1/18)
- 2019/2020 3% COLA (effective pay period 7/1/19)
- 2020/2021 3% COLA (effective pay period 7/1/20)

**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.

**SECTION 3. - ACTING DUTY PAY:**

- 3.1 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 3.2 through 3.19 below.
- 3.2 To be eligible for an Acting Duty status, Unit members must meet the minimum qualifications of the job for the acting assignment. 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. 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.

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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 3.5 of Article III.
- 3.7 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).
- 3.8 A Unit member has the right to refuse or discontinue any acting duty assignment within 72-hours written notice to the Unit member's Director with a "cc" copy to the Human Resources Department Head.
- 3.9 A Unit member may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.
- 3.10 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.
- 3.11 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.

- 3.12 A Unit member in an acting duty appointment shall not receive leave and holiday pay at the acting rate. The acting rate will only be paid for actual hours worked by the Unit member in the acting duty appointment.
- 3.13 The City acknowledges the importance of allowing full-time employees the opportunity to learn the duties of a higher classification that is vacant, and agrees to prioritize the appointment of full-time unit members to acting duty status to perform the duties of a higher classification that is vacant. The City shall not employ AFSCME Local 809 part-time 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, when no qualified full-time Unit member is available, the City Manager or his/her designee may employ a qualified temporary or contract employee when a particular expertise or skill is needed. Temporary and contract employees under this provision shall be appointed for only 960 hours per fiscal year.
- 3.14 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 Unit members, within the respective division, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 3) from a list of 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 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 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 section 3 is not followed. The City Manager or his/her designee may suspend the rotation of acting assignments when deemed necessary.
- 3.15 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.

- 3.16 When a Unit member is appointed to an acting position, his regular position will not be automatically filled by a subordinate Unit member 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.
- 3.17 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.
- 3.18 Although Unit members may be given the opportunity to accept an acting duty assignment, the placement in acting duty assignments will not negate the need to meet the required minimum qualifications of the position during the recruitment process for that position.
- 3.19 If a Unit member has served in an acting capacity long enough to satisfy the normal probation period, and if that Unit member is promoted into the position that he/she has been acting in, the probationary period shall be reduced to ninety (90) days.

**SECTION 4. - ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE:**

- 4.1 The City agrees to provide Unit members whose classification is designated exempt and the classification of Executive Assistant with six hundred fifty dollars (\$650.00), payable in the first quarter of the fiscal year, as an allowance towards expenditures for professional development. 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 Union fees; or any other expenses which promote the professional development of the Unit member and promote the best interests of the City.
- 4.2 The City agrees to provide Unit members not specified in Article III, Section 4.1 above or Section 4.3 below, with three hundred dollars (\$300.00), payable in the first quarter of each fiscal year, as an allowance towards expenditures for professional development. 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 Union fees; or any other expenses which promote the professional development of the Unit member and promote the best interests of the City.
- 4.3 The parties agree to eliminate the existing three hundred dollars (\$300.00) annual Professional Development Allowance for classifications of Administrative Secretary, Division Secretary, and Sr. Clerk beginning FY 2015/16 in exchange for a salary increase of three hundred forty-two dollars (\$342.00) for all represented members employed in those classifications as of the effective date of June 20, 2015.

**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 months 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, the City Clerk or City Treasurer, as applicable, 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 a Unit member whose performance evaluations are current, and who received an “outstanding” rating on his/her most recent performance evaluation.
- 5.5 The City shall retain its flexibility to hire and/or promote Unit members 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 automobiles for official City business at the current IRS rate, as adjusted annually, 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. - REDEMPTION OF ACCUMULATED LEAVE:**

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

7.1 Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.

7.2 All other types of leave will be paid at the rate of one (1) hour of pay for each hour of leave redeemed.

**SECTION 8. - 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:

8.1 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. The City Manager, their Director, the City Clerk, or the City Treasurer, as applicable, 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.

8.2 Except as otherwise provided, overtime work shall be:

- a. Work performed in excess of eight (8) hours in a workday in a five (5) day workweek;
- b. Work performed in excess of ten (10) hours in a four (4) day workweek;
- c. Work performed on the first, second or third scheduled days of rest; and
- d. Work performed at a time other than the scheduled shift.

8.3 For purposes of determining a Unit member's eligibility for overtime compensation only, authorized paid leave shall be considered as hours of work.

8.4 When the City Manager or a Director declares that a state of emergency, including one declared by the Governor 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. Unit members shall use their own accrued leave or choose to be unpaid if they are required to be off during their regular work schedule after working more than eight hours during an emergency. 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.

- 8.5 Unit members called in to work at a time other than their scheduled shift shall receive overtime compensation for a minimum of two (2) hours regardless of the number of hours actually worked, except that if an Unit member does not report for work within thirty (30) minutes after being called in, such Unit member shall not be entitled to the two (2) hour minimum compensation, but shall be compensated only for the time actually worked.
- 8.6 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 9. - PAYCHECK DISTRIBUTION:**

- 9.1 Payday shall be bi-weekly on Thursday. In the event the City determines to change the method of paycheck distribution, the Union shall be advised thirty (30) working days in advance.
- 9.2 Check 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.
- 9.3 The City does not permit payroll check advances.

**SECTION 10. - 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 11. - BILINGUAL USAGE PAY:**

- 11.1 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 City Manager, their Director, the City Clerk or the City Treasurer, as applicable.
- 11.2 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 City Manager, their Director, the City Clerk or the City Treasurer, as applicable, to the Director of Human Resources & Risk Management.
- 11.3 Bilingual usage pay shall be fifty dollars (\$50.00) per month. (This section on bilingual usage pay was originally approved by the City Council on October 16, 2001.)
- 11.4 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.
- 11.5 No Unit member may qualify for more than one "second" language or more than one bilingual usage pay at any given time.

**SECTION 12. - COURT SUMMONS/SUBPOENA/JURY DUTY:**

12.1 Summons and Subpoenas

- a. Any Unit member summoned to provide testimony on behalf of the City, 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. Exempt employees shall not be paid over and above their prevailing salary for attending court proceedings during non-regular work hours.
- b. Any Unit member appearing to provide testimony on behalf of himself/herself, or summoned to provide testimony on behalf of any other Unit member or on behalf of any third party, 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 mediation or arbitration, shall be required to use approved accrued leave time, or shall take time off as approved leave without pay.

12.2 Jury Duty

Pay for jury service shall be limited to ten (10) working days in any one calendar year. Payment for jury duty shall be limited to those workdays, or portions of

workdays, which fall during the Unit member's regular work schedule, and shall not exceed forty (40) hours in any workweek.

**SECTION 13. - HOLIDAY COMPENSATION:**

- 13.1 Full time Unit members shall be allowed time off with pay at the Unit member's straight time hourly rate for any holiday provided in this MOU unless required by the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, to work in order to maintain City services. Unit members required to work shall be paid according to subsection 13.2 below.
- 13.2 Unit members required to work on a holiday shall receive, at the discretion of the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, 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 worked on the holiday.

**SECTION 14. - SICK LEAVE INCENTIVE PLAN:**

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.

- 14.1 At the Unit member's election, the payment for unused sick leave may be converted to equivalent annual leave.
- 14.2 The Unit member shall indicate election by written request to the Finance Department Head 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.
- 14.3 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.
- 14.4 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 15. - DIRECT LEAVE DONATION:**

In accordance with the Person to Person Leave Donation Standard Management Procedure (SMP), Unit members may donate up to 25% of any combination of their accrued leave hours,



provided the donation leaves the Unit member with at least a combined balance of one hundred (100) hours of the combined leave. These donated hours, as approved by the City, are limited to 320 hours in a two year period and shall accrue directly to the donated sick leave bank of any designated active Full-Time employee of the City. In order for a Unit member to qualify for the person to Person Leave Donation program, the Unit member must have exhausted all of his/her own accrued leave balances. Under certain circumstances, as spelled out by the Person to Person Leave Donation SMP, unused donated leave will be returned to donating Unit members. The City will establish a separate leave code for donated leave separate from the sick leave. Employee solicitation of donations is allowed.

## **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, the Unit member's Director, the City Clerk or the City Treasurer, as applicable, has the exclusive authority to preapprove use of annual leave. Unless the Unit member's use of annual leave interferes with work group operations, the City Manager, the Unit Member's Director, the City Clerk or the City Treasurer, as applicable, shall permit a Unit member to use annual leave at the Unit member's discretion. Unit members shall be credited with annual leave at the following rates:
  - a. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof from the date of appointment;
  - b. Fifteen and thirty-three hundredths (15.33) hours for each month of service or major portion thereof upon commencement of the Unit member's sixth year of service; and,
  - c. Eighteen and sixty-six hundredths (18.66) hours for each month of service or major portion thereof upon commencement of the Unit member's eleventh year of service.
  - d. Upon the twentieth anniversary date Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under subsection 1.2c above.
  - e. Upon the twenty-first anniversary date Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under subsection 1.2c & 1.2d above.
  - f. Upon the twenty-second anniversary date Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under subsection 1.2c, 1.2d, and 1.2e above.

- g. Upon the twenty-third anniversary date and each anniversary date thereafter, Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under subsections 1.2c, 1.2d, 1.2e, and 1.2f above.
- 1.3 Unit members hired on or before November 7, 2018 shall not be credited with annual leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month. For unit members hired after November 7, 2018, the following accrual schedule shall apply:
  - a. 0-5 years – accrue 12.33 hours per month;
  - b. 6-10 years – accrue 14.33 hours per month;
  - c. 11 years + – accrue 17.66 hours per month.
- 1.4 Unit members may use annual leave only after satisfactorily completing their initial and/or extended probationary period.
- 1.5 Unit members shall not use less than one (1) hour of annual leave at any time.
- 1.6 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 for any reason, the City shall compensate the Unit member for all accrued annual leave. The value of accrued annual 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. 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 hired on or before November 7, 2018 may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. Unit members hired after November 7, 2018 may accrue a maximum of eleven hundred (1,100) hours of sick leave. Unit members may use accrued sick leave only after completing their initial month of service.
- 2.3 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 may 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).

- 2.4 When a Unit member wishes to use accrued sick leave, the Unit member shall notify the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, 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 City Manager, their Director, the City Clerk or the City Treasurer, as applicable, of their physical condition.
- 2.5 When a Unit member uses sick leave, the Unit member will complete and submit a signed leave request form stating the need for such sick leave, including partial day absences. When a Unit member uses sick leave in excess of two (2) consecutive working days and there is a pattern of absenteeism, the City may require a 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.
- 2.6 When a Unit member separates from the City service for whatever reason the Unit member shall be compensated for one-half (½) the value of accrued sick leave. The value of accrued sick leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of the Unit member's separation from City service. A rejected probationary Unit member shall not be paid for any accrued sick leave. Sick leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.
- 2.7 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 hour. Unit members may use accrued sick leave only after completing their initial one (1) month of service.
- 2.8 The City Manager, their Director, the City Clerk or the City Treasurer, as applicable, 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 serious health condition of the Unit member or his/her immediate family.

### **SECTION 3. - HOLIDAY LEAVE:**

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

- 3.1 January 1st (New Year's Day)  
The third Monday in January (Dr. Martin Luther King Jr. Day)  
January 30<sup>th</sup> (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

- 3.2 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. When any day designated as a holiday falls on the Unit member's regular day off, the Unit member will have the option to take the workday prior to or the workday after the holiday, in observance of the holiday, or have the ten (10) hours of holiday leave converted to annual leave and added to the Unit members annual leave balance. In order to be paid for a holiday or receive 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 during his or her regularly-scheduled workday immediately before or after the holiday.
- 3.3 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.
- 3.4 All designated holidays shall be compensated for in ten (10) hour increments, for a total of one hundred thirty (130) hours annually regardless of a Unit member's work schedule.
- 3.5 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.
- 3.6 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 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 City Manager, the Director, the City Clerk or the City Treasurer, as applicable. The City Manager, their Director, the City Clerk or the City Treasurer, as applicable, shall permit administrative leave to be used at the discretion of the Unit member, unless the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, 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. - 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:

- 5.1 A Unit member not exempt from the Fair Labor Standards Act shall request use of compensatory leave in advance by a written notice submitted to their supervisor. A Unit member shall not use less than one (1) hour of compensatory leave at any time. Compensatory leave shall only be used at the discretion of the Unit member's supervisor. A Unit member may combine the use of compensatory leave with other authorized paid leave if approved by the City Manager, their Director, the City Clerk or the City Treasurer, as applicable.
- 5.2 Unit members may accrue a maximum of eighty (80) hours of compensatory leave.

- 5.3 Use of compensatory time shall require the prior written approval of the City Manager, the Director, the City Clerk or the City Treasurer, as applicable. The City Manager, their Director, the City Clerk or the City Treasurer, as applicable, shall permit compensatory leave to be used at the discretion of the Unit member, unless the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, 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. When a Unit member separates from the City service for any reason, the City shall compensate the Unit member for all accrued compensatory leave. The value of accrued compensatory 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. Comp time hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

**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' Compensation 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 provided in California Military and Veterans Code Sections 389 through 395.

**SECTION 8. - BEREAVEMENT LEAVE:**

A Unit member will be allowed to use up to twenty (20) consecutive hours of paid bereavement leave per calendar year in the event of the death of the Unit member's spouse, domestic partner, child, step child, foster child, son-in-law, daughter-in-law, parent, step parent, parents-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, or grandchild. Bereavement leave does not accrue, nor can it be cashed out if not used by the Unit member.

**SECTION 9. - LEAVE OF ABSENCE WITHOUT PAY:**

- 9.1 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, the 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.
- 9.2 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 an 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).
- 9.3 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, or PDL shall not be eligible for the 90 days or longer continuation of City paid benefits.
- 9.4 The City shall not grant an unpaid leave in excess of one (1) year for Unit members with five (5) years or less tenure, or in excess of three (3) years for Unit members with more

than ten (10) years tenure. A Unit member on an unpaid leave for sixty-one (61) days or more shall not accrue seniority or tenure for that portion of the leave over sixty (60) days. After the expiration of the unpaid leave, the Unit member shall be assigned to his/her former classification. Probationary Unit members are not eligible for unpaid leaves of absence, except as required by law. The Unit member requesting the leave shall state in writing the reasons for the request.

**SECTION 10. - TIME OFF FOR VOTING:**

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

- 10.1 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 City Manager, their Director, the City Clerk or the City Treasurer, as applicable, 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 City Manager, their Director the City Clerk or the City Treasurer, as applicable, 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.
- 10.2 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 provide written notification to the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, of that fact at least two (2) work days in advance.

**SECTION 11. - 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 City Manager, their Director, the City Clerk or the City Treasurer, as applicable.

**SECTION 12. - REST PERIOD:**

The City Manager, their Director, the City Clerk or the City Treasurer, as applicable, 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 13. - 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.

**ARTICLE V**  
**INSURANCE AND RETIREMENT BENEFITS**

**SECTION 1. - HEALTH INSURANCE PREMIUM:**

- 1.1 Effective January 1, 2015, the City shall pay up to, but not exceed, one thousand five hundred forty-two dollars and sixty-three cents (\$1,542.63) 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 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.
- 1.3 The cafeteria cap on the use of excess monies shall be one hundred fifty-five dollars (\$155.00) per month for all Unit members.
- 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 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 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 the effective date of the CalPERS contract amendment providing for a two-tiered retiree health insurance program, 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 the effective date of the CalPERS contract amendment providing for a two-tiered retiree health insurance program, 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%

**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 percent (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. Effective the month following the adoption of the MOU, Unit members electing to discontinue or not enrolling in the dental insurance program shall receive seventy-five percent (75%) or sixty-five dollars and twenty-five cents (\$65.25) 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.
- 2.3 The City and AFSCME agree to meet and confer to develop a solution to select a program that will not exceed the budgeted funds for the dental program.

**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 with any balance to be paid at the Unit member's expense, subject to the requirement of the insurance carrier. The City shall continue to offer additional life insurance programs already offered for Unit member purchase.

**SECTION 4. - SHORT/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 unit.
- 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 (66⅔%) of his or her base pay rate (not including special compensation) 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 (66⅔%) of his or her base pay rate (not including special compensation) 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 (66⅔%) 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 award for permanent disability. 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 base pay rate (not including special compensation) 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 to bring them to 100% of their prevailing pay rate in conjunction with the disability benefit. The use of accrued leave shall be in order specified herein.

**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:
- i. The optional contract provision relating to one (1) year final compensation;
  - ii. The optional contract provision relating to military service credit as public service;
  - iii. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
  - iv. The optional contract provision relating to two years additional service credit.
  - v. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member’s own cost.
  - vi. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.
- 5.2 Effective March 15, 2014, Unit members shall pay the full percentage of the member contribution.
- 5.3 For those Unit members hired on or after the effective date of the CalPERS contract amendment (May 6, 2011) providing 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:
- i. The optional contract provision relating to one (1) year final compensation;
  - ii. The optional contract provision relating to military service credit as public service;
  - iii. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
  - iv. The optional contract provision relating to two years additional service credit.
  - v. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member’s own cost.
  - vi. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.
- 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:

- i. The optional contract provision relating to military service credit as public service;
- ii. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
- iii. The optional contract provision relating to two years additional service credit.
- iv. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member’s own cost.
- v. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

5.6 “New Members” shall pay the full percentage of the member contributions.

**SECTION 6. - DEFERRED COMPENSATION PROGRAM:**

6.1 The City shall continue to sponsor deferred compensation programs.

6.2 The City agrees to match the amount, dollar for dollar, per calendar year, contributed to the Unit member’s deferred compensation account, as follows.

- a. Six hundred dollars (\$600.00) per calendar year for Unit members in the classifications of Senior Clerk, Division Secretary, Administrative Secretary, Human Resources Assistant, Human Resources Specialist, Senior Human Resources Specialist, and Deputy City Clerk and any other non-exempt classifications thereafter adopted.
- b. One thousand dollars (\$1,000.00) per calendar year for Unit members in the classifications of Principal Analyst, Senior Risk Management Analyst, Human Resources Analyst, Senior Human Resources Analyst, Senior Administrative Analyst, and Administrative Analyst and any other non-exempt classifications thereafter adopted.
- c. One thousand five hundred dollars (\$1,500.00) per calendar year for Unit members in the classification of Executive Assistant.

**SECTION 7. - VISION CARE PLAN:**

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 members to deduct excess insurance premiums, unreimbursed medical expenses, and child care payments before taxes.

**ARTICLE VI**  
**HEALTH & 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 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 or apparent hazard 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. - USE OF VETERANS PARK SPORTS COMPLEX:**

All City 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 dollars (\$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 the time of renewal. For the 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 Union 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 Union 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 processes and materials to be employed in carrying out all City functions, including, but not limited to, the right to subcontract any work or operation;
- e. Determine the size and composition of the work force, to assign work to Unit members 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 for legitimate reasons;
- i. Determine policies, procedures, and standards for selection, training, and promotion of Unit members;
- 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 missions in emergencies.

The exclusive decision making authority of the City on matters involving City rights and authority shall not be in any way, directly or indirectly, 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 not reserved to the City.

**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 Union 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 Union under any ordinance, resolution, rules or procedures of the City, including, but not limited to, the suspension of recognition of the Union, and the use of the City's bulletin boards and facilities.
- 2.3 The City shall not lock out Unit members.

**ARTICLE VIII**  
**UNION RIGHTS AND SECURITY**

**SECTION 1. - UNION DUES DEDUCTION:**

- 1.1 Effective May 23, 2014, the City shall provide all current full time employees and any full time employees hired thereafter, with an authorization notice advising them that agency shop for the recognized employee organization has been implemented pursuant to Government Code section 3502.5. Agency shop is covered by an agreement between the City and the recognized employee organization, such that all employees subject to that agreement must, as a condition of continued employment with the City, join the

recognized employee organization, pay a service fee to recognized employee organization, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing a payroll deduction of the recognized employee organization dues, a service fee or a charitable contribution equal to the service fee. Such service fee shall be established by the recognized employee organization, and shall not exceed the standard initiation fee, periodic dues and general assessments of the recognized employee organization. Said employees shall have fifteen (15) calendar days from the date they receive the form to fully execute it and return it to the City's human resources division. The effective date of the recognized employee organization dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing thirty (30) calendar days after receipt of the authorization form by the employee.

- 1.2 If the form is not completed properly or returned within fifteen (15) calendar days, the City is authorized to commence termination of the employee's employment for failure to join the recognized employee organization, pay the recognized employee organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the recognized employee organization, or execute a written declaration claiming a religious exemption. The City is also authorized to commence termination of the employee's employment for failure to make the charitable contributions as described below where such contributions are required by the recognized employee organization.
- 1.3 The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the authorized dues, fees or charitable contributions. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from present or future earnings. In the case of an employee 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 an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In the case of an employee 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 recognized employee organization dues, fees or charitable contributions.
- 1.4 Dues deductions shall only be provided directly to AFSCME so long as ACE remains affiliated with AFSCME and AFSCME remains the sole exclusive bargaining agent for Unit employees. In the event of a conflict between AFSCME and ACE as to where the City should deposit dues deductions, the City will follow the direction of the duly elected AFSCME Local 1017 president as to whether employee dues deductions shall be directed to AFSCME or to ACE. In the event ACE later disaffiliates from AFSCME, then ACE shall petition PERB for an Amendment of Certification to reflect its disaffiliation pursuant to PERB regulation 61300 and County of *Siskiyou v. Siskiyou County Employees' Ass'n* (2010) PERB Dec. No. 2113M. Upon PERB issuing an Amendment of Certification reflecting the disaffiliation, the City shall again recognize ACE as the sole exclusive bargaining agent for those City employees designated as being in the

Confidential" employee bargaining unit for all matters concerning wages, hours and working conditions.

- 1.5 In the event the Association or AFSCME Council 36, Local 1017 decertify or are decertified as an employee organization, the procedures outlined in Section 8 of the City's Employer-Employee Relations Resolution, Resolution No. 85- 107, or any successor document thereto, shall be followed.

**SECTION 2. - UNION DUES DEDUCTION RELIGIOUS EXEMPTION:**

- 2.1 Any employee 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 employee 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, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in subsection 2.3 below. In instances where an employee makes direct payment to a nonreligious, non-labor charitable fund, the employee 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 recognized employee organization.
- 2.2 Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the recognized employee organization within fourteen (14) calendar days of receipt by the City. The recognized employee organization 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 employee's choice shall commence, but shall be held in escrow pending resolution of the challenge through means of a meeting between the recognized employee organization representatives and the 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 2.1 above.
- 2.3 The recognized employee organization has selected the following three nonreligious, non-labor charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code from which the employee establishing religious exemption may choose: Girl Scouts Carson Branch, Boy Scouts Carson Branch, or Carson High School Boosters. This list may change from time to time, but only upon written notice and agreement by both parties.

**SECTION 3. - UNION DUES DEDUCTION RECORD KEEPING:**

Pursuant to Government Code section 3502.5(f), the recognized employee organization 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 recognized employee organization, within sixty (60) days after the end of the recognized employee organization'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.

**SECTION 4. - UNION DUES DEDUCTION INDEMNIFICATION OF CITY:**

AFSCME 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 recognized employee organization'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 AFSCME agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

**SECTION 5. - AFSCME'S PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY ('PEOPLE') PROGRAM:**

- 5.1 During the term of this MOU, a payroll deduction shall be established by the recognized employee organization for the purpose of allowing employees to contribute towards AFSCME's federal election activities by making contributions to AFSCME's Political Action Committee, the Public Employees Organized for Political and Legislative Equality ("PEOPLE"). Accordingly, the City agrees to deduct contributions to PEOPLE from the wages of any employee, who is a member of the recognized employee organization and who desires to make voluntary contributions to PEOPLE. Any employee desiring to make such voluntary contributions shall execute a written authorization, on a form to be approved by the City, indicating the employee's voluntary consent to such deductions.
- 5.2 The City agrees to promptly remit any deductions made pursuant to this provision to the recognized employee organization. It is agreed that neither any employee nor the recognized employee organization shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City's Finance division within thirty (30) calendar days after the date such deductions were or should have been made. The voluntary consent of the employee may be revoked by the employee at any time by giving written notice to both the City and the recognized employee organization.

**SECTION 6. - EMPLOYEE RIGHT TO LEGAL COUNSEL:**

The City agrees to provide 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 7. - UNION – CITY 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 8. - UNION RELEASE TIME:**

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

- 8.1 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.
- 8.2 The immediate supervisor shall 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 shall 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.
- 8.3 AFSCME officers shall be permitted monthly paid release time for executive board meetings; such meetings shall not exceed two work hours.
- 8.4 AFSCME may request release time from the employer-employee relations officer for a special meeting of AFSCME officers or the general membership not otherwise covered in this provision. Such requests shall be in writing stating the reasons for such request.
- 8.5 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.
- 8.6 The AFSCME, Local 1017 Executive Board shall have six (6) hours total per month paid release time, approved in advance quarterly by his or her immediate supervisor.
- 8.7 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 and/or AFSCME. However, the City Manager, Assistant City Manager, or the Director of Human Resources and Risk Management may pre-authorize overtime for labor relations related purposes.
- 8.8 Release time is not available for labor relations related administrative or legal proceedings, except that AFSCME 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.

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

**SECTION 9. - FAIR LABOR STANDARDS ACT:**

- 9.1 The Union affirms the City's right and obligation to determine the jobs in the City of Carson which are exempt according to the revisions of the Fair Labor Standards Act.
- 9.2 The Union agrees that those positions determined by the City 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 10. - EMPLOYEE PERSONNEL FILES:**

There shall be one official personnel file for each Unit member and it shall be kept at City Hall in the Human Resources Division.

**SECTION 11. - UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION:**

- 11.1 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 Union 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 Union, which could mean representational attendance or correspondence. The Union shall advise the City reasonably in advance as to the type of access requested. The City agrees to provide such reasonable notice of current employees that have changed position status." (i.e. part-time to full time, promotional).
- 11.2 The City agrees, pursuant to AB 119, to provide the Union 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 Union 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 bi-annually.

11.3 Notwithstanding the foregoing, pursuant to AB 119, the City will not provide the Union with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the City will provide the Union with a copy of that request.

**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 all Unit members that have a grievance related to their working conditions to discuss the matter with their 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 twelve (12) working days of the action or incident causing the grievance. Such grievance shall be provided to the immediate supervisor of the Unit member. If the Unit member's immediate supervisor is the City Manager, the grievance shall be advanced directly to Step 3, the Director of Human Resources & Risk Management. 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 Director, City Clerk, or City Treasurer 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 twelve (12) 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 Director, City Clerk, or City Treasurer within the chain of command, within twelve (12) working days of the immediate supervisor's actual or constructive decision on the grievance. The Director, City Clerk, or City Treasurer 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 Director, City Clerk, or City Treasurer shall render a written response to the grievance and the completed grievance form shall be returned to the Unit member. Failure of the City Manager, City Clerk, or City Treasurer 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 Director, City Clerk, or City Treasurer response does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the grievance to the Director of Human Resources & Risk Management, within twelve (12) 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 twelve (12) working days after response to or constructive denial of the grievance by the Director, City Clerk, or City Treasurer.

Step 3. If the Director, City Clerk, or City Treasurer'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 Director of Human Resources & Risk Management, within twelve (12) working days of the Director, City Clerk, or City Treasurer's actual or constructive decision on the grievance. The Director of Human Resources & Risk Management 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 Director, City Clerk, or City Treasurer and/or others within the Unit member's chain of command. Within ten (10) working days after receipt of the grievance, the Director of Human Resources & Risk Management shall render a written response to the grievance and the completed grievance form shall be returned to the Unit member. 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 twelve (12) working days after response to or constructive denial of the grievance by the Director of Human Resources & Risk Management. Failure of the Director of Human Resources & Risk Management 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 Director of Human Resources & Risk Management's response does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the grievance to the City Manager, within twelve (12) working days of the Director of Human Resources & Risk Management's response to or constructive denial of the grievance. Prior to submitting any grievance to the City Manager in accordance with Step 4, all Unit members are required to submit their grievance to the Director of Human Resources & Risk Management in accordance with the timing requirements and procedures of this Step 3.

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 Union(s) 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 Director of Human Resources & Risk Management, as applicable, 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 a non-involved Director in lieu of the City Manager. When the Unit member presents a grievance to a non-involved Director 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 the Director of Human Resources & Risk Management, Director, the City Clerk or the City Treasurer, as applicable. 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 the Unit member's representative with the Director, the City Clerk or the City Treasurer, as applicable, 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:**

The City and Unit members and/or the Union may agree to extensions of time to perform the acts described in this Article, but such extensions must be confirmed in writing and signed by all parties.

**SECTION 6. - MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE:**

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

**SECTION 7. - REPRISALS:**

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

**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 City Manager or his/her designee shall be the hearing officer for disciplinary hearings that do not involve suspensions of more than forty (40) hours, demotions or discharge, or where the Union does not participate in the appeal and pay half of all hearing costs.

- 3.2 The City Manager or his/her designee may serve as the hearing officer for disciplinary hearings for suspensions of more than forty (40) hours, demotions or discharge upon mutual agreement with the Unit member, AFSCME Local 1017 (ACE) and the City.
- 3.3 Except as invoked under Article X Section 3.2, disciplinary hearing involving suspensions of more than forty (40) hours, demotions or discharge shall follow the below procedure:
- a. The hearing officer shall be selected from a list of seven (7) names submitted by an outside source mutually agreed upon by the City and the Union. For the purposes of this section, the outside source shall be the American Arbitration Association, unless otherwise mutually agreed upon in writing between the Union and the City. This provision supersedes any and all side letters previously entered into between the City and the Union with respect to the selection of hearing officers for disciplinary appeals. The parties also may mutually agree upon the Office of Administrative Hearings supplying the hearing officer.
  - b. The selection process shall consist of the City and the Union alternately striking a name from the list until one name remains which will be the appointed hearing officer. A coin toss will determine which side begins the above mentioned selection process.
  - c. The cost for the hearing officer shall be shared equally by the City and the Union.

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

**SECTION 1. - PROMOTIONAL OPPORTUNITIES:**

- 1.1 The City shall make a good faith effort to promote and transfer from within the City service.
- 1.2 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 sole discretion, the City Manager may fill a position by reinstatement or voluntary demotion.
- 1.3 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 2. - PERSONNEL COMMITTEE:**

The City agrees to inform the Union of any issues going before the City Council Personnel Committee and City Council concerning the Union. The Union will be given this information and the right to attend said meetings on release time, in accordance with the terms set forth in Article VIII, Section 8.4.

**SECTION 3. - LATERAL TRANSFERS:**

- 3.1 Unit members who wish to be considered for lateral transfer must complete a lateral transfer form and place it on file with the HR Department. When the HR Department

receives an approved requisition for a position where a Unit member has filed a lateral transfer form, the HR Department will notify that Unit member of the recruitment during the promotional recruitment period, and provide the Unit member with a recruitment flyer. Testing requirements will be waived if the candidate meets the minimum requirements of the open position.

- 3.2 Unit member lateral transfer candidates shall be advanced directly to an interview with the hiring authority, at a time that is to be determined by the hiring authority. The selection decision shall be at the discretion of the hiring authority. Lateral transfer candidates shall not have superior rights to the open position over the rights of the promotional candidates.

**SECTION 4. - TYPING CERTIFICATES:**

Typing certificates verifying typing speeds of 65 words per minute or greater shall be considered to be valid for 36 months from the date of issuance.

**ARTICLE XII  
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 Union 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 Union 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 Union; 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 (2) 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 Union 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 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 confidential 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.

**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 Union 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 Union 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. - MUTUAL DIGNITY CLAUSE:**

The City values its Unit members' diversity and dignity. Therefore, the City of Carson shall ensure that Unit members represented by ACE shall be treated in a respectful, professional and cordial manner. And conversely, ACE shall encourage all its member to show mutual respect and professional courtesy and exhibit high standards of internal customer relations with their supervisors and fellow Unit members. Violation of this section shall be grievable through the normal grievance procedures, however, if the Unit member's immediate supervisor (first step of grievance procedure) is the violator of this clause, the grievance, if filed, will be started at the next level. Before a Unit member files a grievance for violation of this section, the Unit member shall be required to first discuss the situation with the ACE Board.

**SECTION 5. - 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 6. - MODIFICATION:**

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

**SECTION 7. - DURATION:**

- 7.1 This Memorandum of Understanding shall be binding on the City and the Union when adopted by the City Council and covers a five (5) year contract term from July 1, 2016 to June 30, 2021.
- 7.2 The City and the Union agree that negotiations on a successor contract shall begin in the second week of May, 2021. The Union will submit a list of requests to the City no later than May 1, 2021.

Except as otherwise provided herein, this MOU shall be in full force and effect from July 1, 2015 and shall remain in full force and effect up to and including June 30, 2016.

**SECTION 8. - REOPENERS:**



The parties do specifically agree to reopen the meet and confer process during the term of this MOU only in regards to the following issues:

- 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 EERR;
- C. Changes to Unit member job specifications;
- D. Changes to Sick Leave Bank policies and procedures;
- E. Acting Duty Pay Modification;
- F. The City and ACE agree to meet and confer to discuss corrections and/or changes to inconsistent or ambiguous language or sections of this MOU and agree to amend such language or sections as mutually agreed upon;
- G. Medical Premiums - The parties agree to re-open the MOU in or about July 2019 for purposes of discussing the City medical premium rates and the City's contributions thereto for the 2020 calendar year;
- H. Workers Compensation Leave - The parties agree to reopen to discuss not offsetting workers' compensation/temporary disability payments against long term disability, including whether employee will be allowed to transition from workers' compensation/temporary disability to long term disability while still suffering from an occupational injury and possibly eliminating the ability of employees to roll over from WC to Long Term Disability.
- I. Biometric Timekeeping - The parties agree to a reopener to discuss the City's proposal to implement biometric timekeeping during MOU term.

**ARTICLE XIV**  
**CITY COUNCIL APPROVAL**

The City Manager and Employee Relations Officer of the City and the Union have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Unit members represented by the Union and have reached agreements which are set forth in this MOU. This MOU constitutes a joint recommendation by the City's negotiators and the Union, 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 NEXT PAGE]**

**IT IS SO AGREED:**

**EMPLOYEE ASSOCIATION**

**CITY OF CARSON**

---

Sylvia Rubio  
President

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Sharon Landers  
City Manager

---

Priscilla Kinnard  
Vice-President

---

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

---

Desiree Johnson  
Treasurer

---

Tarik Rahmani  
Director of Finance

---

Lakeina Johnson  
Secretary

---

Colin Tanner  
Deputy City Attorney

---

Bob Adams Business Representative

Attachments:

AFSCME 1017 Appendix A Monthly Salary Schedule effective July 1, 2018

AFSCME 1017 Appendix B Monthly Salary Schedule effective July 1, 2019

AFSCME 1017 Appendix C Monthly Salary Schedule effective July 1, 2020