

RESOLUTION NO. 19-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE AMENDED & RESTATED TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (DEAL POINTS) BETWEEN THE CITY OF CARSON AND THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION (CPSA) FOR THE PERIOD OF JANUARY 1, 2017 to JUNE 30, 2021.

WHEREAS, the City of Carson (City) has and continued to recognize the Carson Professionals and Supervisors Association (CPSA) as the sole exclusive bargaining agents for those City employees designated as being in the Professional Employees Bargaining Unit and the Supervisory Employees Bargaining Unit for all matters concerning wages, hours and working conditions;

WHEREAS, the most current Memorandum of Understanding (MOU) and its subsequent Amendment No. 1 expired between the City and CPSA expired on December 31, 2016;

WHEREAS, the City labor relations representatives and CPSA labor representatives successfully met and conferred to negotiate a successor MOU between the parties pursuant to both the Meyers-Milias-Brown Act (MMBA) (Government Code Sections 3500-3511) and the City's Employer-Employee Relation Resolution No. 85-107, and jointly prepared and executed a Tentative Agreement For A Successor MOU (deal points) between the City and CPSA for the period January 1, 2017 through and including June 30, 2020, which was accepted, approved, and adopted by the City of Carson City Council on June 19, 2018;

WHEREAS, the CPSA labor representatives thereafter proposed to amend the Tentative Agreement For A Successor MOU to include a fifth (5) year on the contract term of the proposed successor MOU in exchange for an additional 1% COLA in year 3, fixed 3% COLAs in years 3 and 4, and a 3% COLA in year 5, which was accepted by the City labor representatives;

WHEREAS, MMBA Section 3505.1 provides that: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding..." and

WHEREAS, the City labor relations representatives and CPSA labor representatives have jointly prepared and executed, and CPSA members have ratified, an Amended & Restated Tentative Agreement For A Successor MOU (deal points) between the City and CPSA for the period January 1, 2017 through and including June 30, 2021, and have agreed to prepare and execute a final successor MOU between the City and CPSA for the same period.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council accepts, approves, and adopts the Amended & Restated Tentative Agreement For A Successor MOU (deal points) between the City and CPSA for the period January 1, 2017 through and including June 30, 2021, a copy of which is attached hereto as Attachment 1.

Section 3. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 4. This resolution shall be effective immediately upon its passage and adoption.

Section 5. The City labor representatives and CPSA labor representatives are directed to jointly prepare and submit to this City Council for acceptance, approval and adoption, a written successor memorandum of understanding reflecting the Amended & Restated Tentative Agreement deal points per California Government Code Section 3505.1.

PASSED, APPROVED and ADOPTED this 8th day of January, 2019.

APPROVED AS TO FORM:

CITY OF CARSON:

Sunny K. Soltani
for Sunny K. Soltani, City Attorney

Albert Robles
Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana
Donesia Gause-Aldana, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Donesia Gause-Aldana, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 19-016, adopted by the City of Carson City Council at its meeting held on January 8, 2019, by the following vote:

AYES:	COUNCIL MEMBERS:	Hilton, Davis-Holmes, Hicks, Dear
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	Robles

Donesia Gause-Aldana
Donesia Gause-Aldana, MMC, City Clerk

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**AMENDED & RESTATED TENTATIVE AGREEMENT
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING**

Per California Government Code Section 3505.1

Between

**The City of Carson and
the Carson Professional and Supervisors Association**

The previous Memorandum of Understanding ("MOU") between the City of Carson ("City") and the Carson Professional and Supervisors Association ("Association" or "CPSA") representing the Professional Employees Bargaining Unit and the Supervisory Employees Bargaining Unit, and its subsequent Amendment No. 1, expired on December 31, 2016 ("CPSA MOU"). (Attachments 1 and 2 respectively.) The City and Association representatives began negotiating in September 2016 regarding a successor MOU. The parties recently reached an oral tentative agreement on the terms for a successor MOU, the deal points of which were affirmed by the execution of a ratified formal written Tentative Agreement by the parties' labor representatives. The Tentative Agreement was then accepted, approved, and adopted by the City of Carson City Council on June 19, 2018 (Attachment 4), per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

Thereafter, CPSA proposed that the City Council adopted Tentative Agreement be amended and restated to include a fifth (5) year on the contract term of the proposed successor MOU in exchange for a 3% COLA in year 5 and removing the COLA triggers in contract term years 3 and 4. Accordingly, the parties meet and conferred and agreed upon this Amended & Restated Tentative Agreement subject to CPSA member ratification, and to acceptance, approval, and adoption by the City of Carson City Council. CPSA members ratified the amended and restated Tentative Agreement on January 8, 2019.

This Amended & Restated Tentative Agreement replaces and supersedes the Tentative Agreement adopted by City Council on June 19, 2018. All terms and conditions of the prior CPSA MOU shall be maintained unless expressly modified or changed herein until the successor CPSA MOU is accepted, approved and adopted by City Council, which shall then supersede and replace this Amended & Restated Tentative Agreement.

The Amended & Restated Tentative Agreement deal terms are as follows:

1. Salary: Update Article III, Section 1 as follows:

1.1: Replace outdated existing language with:

FY 2016/17 No COLA

FY 2017/18 No COLA

FY 2018/19 Represented employees on City payroll as of July 1, 2018 shall receive a three percent (3%) base salary increase to their pay ranges effective with the June 30, 2018 pay period ending July 13, 2018 in the amount reflected in the updated CPSA MOU Appendix C Monthly Salary Schedule. (Attachment 3.)

FY 2019/20 Represented employees on City payroll as of July 1, 2019 shall receive a three percent (3%) base salary increase to their pay ranges effective with the June 29, 2019 pay period ending July 12, 2019. (Attachment 3.)

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

2. Longevity Pay: Article III, Section 2 is updated to eliminate Longevity Pay for all new employees hired after City Council adoption of the Tentative Agreement on June 19, 2018.

3. Acting Duty Pay: Article III, Section 4 is modified as follows effective upon City Council adoption of the Tentative Agreement on June 19, 2018:

4.2: Add: "To be eligible for an Acting Duty status, Unit members must meet the minimum qualifications of the job for the acting assignment."

4.3: Replace existing sentence only as follows: "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."

4.12: Delete "~~A Unit member in an acting duty appointment for 30 days or longer, shall receive vacation, administrative leave and holiday pay at the acting rate for all~~

~~such subsequent leaves and holidays that fall after the 30th day, provided that the position is not backfilled with another acting appointment.~~ Replace with: "A Unit member shall not receive Acting Duty Pay during any approved leave or for any holiday except for those Unit members in a continuous acting assignment longer than one (1) year and even then not for any period of time greater than two (2) weeks in a calendar year."

- 4.14: Modify as follows: "The rotation of acting appointments should be used for all periods exceeding ~~thirty (30)~~ ninety (90) calendar days, unless extended by the City Manager or his/her designee.
4. Redemption of Accumulated Leave: Article III, Section 19 is modified to apply to only those Unit members hired on or before City Council adoption of the Tentative Agreement on June 19, 2018. Add language: "For those new Unit members hired after adoption of the Tentative Agreement on June 19, 2018, there is no entitlement to redemption of accumulated leave except as provided in Article III, Section 20 Sick Leave Incentive Program.
5. Sick Leave Incentive Program: Article III, Section 20 is modified as follows:
- 20.1: Limit current language to existing Unit members hired on or before City Council adoption of the Tentative Agreement on June 19, 2018. . Add language: "For those new Unit members hired after adoption of the Tentative Agreement on June 19, 2018, such employees using 50 hours or less during preceding calendar year may elect to receive pay for 50% of sick leave earned (at one hour paid for every 4 hours converted) during the calendar year. Sick leave may only be converted to annual leave on a 4:1 basis, 4 sick leave hours equaling 1 annual leave hour."
6. Direct Leave Donation: Article III, Section 21 is deleted and Direct Donation Leave eliminated for all Unit members after City Council adoption of the Tentative Agreement on June 19, 2018.
7. Annual Leave: Article IV, Section 1 is modified as follows effective upon City Council adoption of the Tentative Agreement on June 19, 2018.
- 1.3: This annual leave accrual rate provision shall be clarified that it applies only to Unit members hired on or before City Council adoption of the Tentative Agreement on June 19, 2018. For Unit members hired after that date, the following accrual schedule shall apply:
- 0-5 years – accrue 10 hours per month
 - 6-10 years – accrue 11.33 hours per month
 - 11 years + - accrue 13.33 hours per month
 - Eliminate the additional 10 hours at 20 years
 - Eliminate the additional 20 hours at 21 years
 - Eliminate the additional 30 hours at 22 years

- Eliminate the additional 40 hours at 23 years
8. Sick Leave: Article IV, Section 2 is modified as follows effective upon City Council adoption of the Tentative Agreement on June 19, 2018:

2.3: This annual leave accrual rate provision shall be clarified that it applies only to Unit members hired on or before City Council adoption of the Tentative Agreement on June 19, 2018. For Unit members hired after that date, they may only accrue a maximum of seven hundred fifty (750) hours of sick leave and may only cash out up to that amount upon separation from the City subject to the other applicable provisions of this Section.

9. Bereavement Leave: Article IV, Section 12 is modified as follows effective upon City Council adoption of the Tentative Agreement on June 19, 2018: Expand covered list of family members to include parents-in-law, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law.

10. Employee Medical Contribution: Article V, Section 1, Subsections 1.1 and 1.2 to be updated with current amounts and modified as follows effective upon City Council adoption of the Tentative Agreement on June 19, 2018: "For new Unit members hired after adoption of the Tentative Agreement on June 19, 2018, they shall contribute to their medical insurance premiums in the following amount as the first dollars counted towards such premiums:

- \$100.00 per month – employee only
- \$150.00 per month – employee + one dependent
- \$200.00 per month – for family plan

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

11. Postretirement Health Insurance: Article V, Section 1.8 is modified for new employees as follows effective upon City Council adoption of the Tentative Agreement on June 19, 2018: "For new Unit members hired after adoption of the Tentative Agreement on June 19, 2018, the City shall establish a third tier twenty-year vesting schedule for post-retirement medical insurance as set forth below. City may establish a Health Reimbursement account (HRA) for all employees.

Years of Service	Percent of Employer Contribution
10	50
11	55
12	60
13	65
14	70

15	75
16	80
17	85
18	90
19	95
20 or more	100

12. Dental Insurance Changes: Article V, Section 2. The parties acknowledge and agree that they meet and conferred and agreed on moving dental-coverage to Principal Financial Group.
13. Vision Insurance Changes: Article V, Section 7. The parties acknowledge and agree that they meet and conferred and agreed on moving vision coverage to Superior Vision.
14. Voluntary Insurance Products. The parties acknowledge and agree that they meet and conferred and agreed on adding Colonial Life products as a competitor to the existing AFLAC coverages.
15. Furloughs: Article VII, New Section 3 - Furloughs. City shall maintain the right to furlough employees during the term of this Amended & Restated Tentative Agreement and the successor MOU if the City Council formally declares a "fiscal emergency." Notice to, and meet and conferred with, the Association is still required before taking any action.
16. Association Access to New Employee Orientations & Information: Add New Section 11 to Article VIII of CPSA MOU in order to comply with AB 119 which became effective July 1, 2017 and requires the City and its employee organizations to negotiate the structure, time, and manner of the access to new employee orientations and mandates the City to provide employee information within specified times. The parties have agreed to the following language and procedure:

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

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


17. Duration: This Tentative Agreement covers a four and one-half contract term from January 1, 2017 to June 30, 2021. Article XIII, Section 6 to be updated to this effect. In addition, Subsection 6.2 is hereby modified to read: "The City and the Association agree that negotiations on a successor contract shall begin in the first week of March, 2021. The Association will submit a list of requests to the City no later than February 14, 2021.
18. Re-Openers: The parties agree to the following additional contract re-openers to be added to Article XIII, Section 7:
 - i. Workers Compensation Leave: The parties agree to a reopener to discuss the City's proposal to not offset workers' compensation/temporary disability payments against long term disability. Employee shall not be allowed to transition from workers' compensation/temporary disability to long term disability while still suffering from an occupational injury.
 - j. Short and Long Term Disability Insurance: The parties agree to a reopener to discuss the City's proposal to change the short and long term disability benefit on base salary only, not including special compensation.
 - K. Biometric Timekeeping: The parties agree to a reopener to discuss the City's proposal to implement biometric timekeeping during MOU term.
 - L. Home Telephone Calls: (CPSA Only) The parties agree to a reopener to discuss the City's proposal to negotiate clarifying language to Article III, Section 9 compensation provision for home telephone calls, including any related issues.
 - M. Call Back. (CPSA Only) The parties agree to a reopener to discuss CPSA's proposal to negotiate clarifying language to Article III, Section 10 regarding call back and overtime.
 - N. Stand By Pay. (CPSA Only) The parties agree to a reopener to discuss CPSA's proposal that bargaining unit employees on monthly standby duty shall be compensated \$280 per week and shall be compensated for all hours worked when called to actual duty, as defined and required by the Fair Labor Standards Act and the Portal-to-Portal Act.
 - O. Safety Shoes. The parties agree to a reopener to discuss CPSA's proposal to add to Article VI Section 1 the provision of safety shoes for certain classifications.
 - P. Job Series: The parties agree to a reopener to discuss CPSA's proposal on adding a Job Series for Planning and Analyst classifications to the MOU.
19. Successor MOU Language Updates: After City Council adoption of this Amended & Restated Tentative Agreement and direction given to the parties to prepare a successor CPSA MOU that reflects the contents herein, the parties agree that said successor MOU

shall be reviewed and language updated with any proposed changes not mentioned herein
requiring mutual agreement by City and the Association.

EMPLOYEE ASSOCIATION



Garrett Roberts, President - CPSA



Brent Gesch, VP - CPSA

CITY OF CARSON



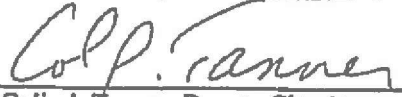
Saied Naasch, Acting/Interim City Manager



Faye Moseley, Director of HR/Risk Mgmt.



Robert Torrez, Interim Finance Director



Colin J. Tanner, Deputy City Attorney

Attachments:

1. CPSA/AME MOU 2015-2016;
2. CPSA/AME MOU 2015-2016 Amendment No. 1;
3. CPSA/AME MOU Updated Appendix A & B Monthly Salary Schedule eff. July 2018, July 2019, and July 2020; and
4. CPSA MOU Tentative Agreement approved by Carson City Council June 19, 2018.