

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF CARSON**

**AND**

**THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES UNION (AFSCME),  
COUNCIL 36, LOCAL 809**

**JULY 1, 2016 THROUGH JUNE 30, 2021**

**RESOLUTION NO. 18-136**

**(RESCINDS AND REPLACES RESOLUTION NO. 14-100)**

**APPROVED NOVEMBER 7, 2018**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - RECOGNITION .....	1
ARTICLE II - DEFENITION OF TERMS .....	1
SECTION 1 - ACTING DUTY: .....	1
SECTION 2 - CLASSIFICATION: .....	1
SECTION 3 - DAY: .....	1
SECTION 4 - DEPARTMENT: .....	1
SECTION 5 - DEPARTMENT DIRECTOR: .....	1
SECTION 6 - DOMESTIC PARTNERSHIP: .....	2
SECTION 7 - FULL-TIME: .....	2
SECTION 8 - IMMEDIATE FAMILY: .....	2
SECTION 9 - LEAVE: .....	2
SECTION 10 - MANAGEMENT: .....	2
SECTION 11 - POSITION: .....	2
SECTION 12 - PREVAILING PAY RATE: .....	2
SECTION 13 - SENIORITY: .....	2
SECTION 14 - TENURE: .....	3
SECTION 15 - UNIT MEMBER: .....	3
SECTION 16 - WORKDAY: .....	3
SECTION 17 - WORKWEEK: .....	3
SECTION 18 - WORK SCHEDULE: .....	3
ARTICLE III - COMPENSATION .....	4
SECTION 1 - SALARY: .....	4
SECTION 2 - CLASS A/B LICENSE PAY: .....	4
SECTION 3 - LONGEVITY PAY: .....	4
SECTION 4 - JOB SERIES: .....	4
SECTION 5 - DIFFERENTIAL PAY FOR CERTAIN "SENIOR" CLASSIFICATIONS: .....	7
SECTION 6 - SHIFT DIFFERENTIAL PAY: .....	8
SECTION 7 - ACTING DUTY PAY: .....	8
SECTION 8 - SALARY ADVANCEMENT: .....	10
SECTION 9 - ALLOWANCE FOR MILEAGE: .....	11
SECTION 10 - BILINGUAL USAGE PAY: .....	11
SECTION 11 - ALLOWANCE FOR UNIFORMS: .....	11
SECTION 12 - COURT SERVICE COMPENSATION: .....	11
SECTION 13 - PAY AND PAYCHECK DISTRIBUTION: .....	12
SECTION 14 - OVERPAYMENT REMEDY: .....	12
SECTION 15 - OVERTIME POLICY: .....	12
SECTION 16 - WORKDAY: .....	12
SECTION 17 - OVERTIME COMPENSATION: .....	12
SECTION 18 - OPPORTUNITY TO WORK OVERTIME: .....	13
SECTION 19 - HOLIDAY COMPENSATION: .....	14
SECTION 20 - ADDITIONAL COMPENSATION FOR CERTIFICATES/LICENSES: .....	14
SECTION 21 - HOME TELEPHONE CALLS: .....	14

ARTICLE IV - BENEFITS..... 14

    SECTION 1 - HEALTH INSURANCE BENEFITS:..... 14

    SECTION 2 - DENTAL INSURANCE BENEFITS:..... 16

    SECTION 3 - LONG TERM DISABILITY INSURANCE: ..... 17

    SECTION 4 - LIFE INSURANCE COVERAGE: ..... 19

    SECTION 5 - CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT  
    SYSTEM (CALPERS):..... 19

    SECTION 6 - DEFERRED COMPENSATION PROGRAMS: ..... 20

    SECTION 7 - VISION CARE PROGRAM: ..... 21

    SECTION 8 - SECTION 125 PLAN: ..... 21

    SECTION 9 - COMPUTER LOAN PROGRAM:..... 21

ARTICLE V - LEAVES ..... 21

    SECTION 1 - ANNUAL LEAVE: ..... 21

    SECTION 2 - SICK LEAVE:..... 22

    SECTION 3 - SICK LEAVE INCENTIVE PLAN: ..... 23

    SECTION 4 - SICK LEAVE BANK: ..... 24

    SECTION 5 - COMPENSATORY LEAVE: ..... 24

    SECTION 6 - BEREAVEMENT LEAVE: ..... 24

    SECTION 7 - REDEMPTION OF ACCUMULATED LEAVE: ..... 24

    SECTION 8 - HOLIDAY LEAVE:..... 25

    SECTION 9 - WORKERS' COMPENSATION LEAVE: ..... 26

    SECTION 10 - MILITARY LEAVE: ..... 26

    SECTION 11 - LEAVE OF ABSENCE WITHOUT PAY:..... 27

    SECTION 12 - FLEX SCHEDULES:..... 27

    SECTION 13 - TIME OFF FOR VOTING:..... 27

    SECTION 14 - LUNCH PERIOD:..... 28

    SECTION 15 - REST PERIOD:..... 28

ARTICLE VI - LAYOFF ..... 28

    SECTION 1 - PREREQUISITE FOR LAYOFF:..... 28

    SECTION 2 - ORDER OF LAYOFF:..... 29

    SECTION 3 - VOLUNTARY DEMOTION:..... 29

    SECTION 4 - RECALL: ..... 29

    SECTION 5 - LAYOFF FROM OTHER REPRESENTATIONAL UNITS:..... 29

    SECTION 6 - SEVERANCE PACKAGE:..... 30

ARTICLE VII - NON-DISCRIMINATION..... 30

ARTICLE VIII - HEALTH AND SAFETY ..... 30

    SECTION 1 - SAFETY RESPONSIBILITIES:..... 30

    SECTION 2 - SAFETY COMMITTEE: ..... 30

    SECTION 3 - SAFETY DEVICES AND SAFEGUARDS: ..... 31

    SECTION 4 - PESTICIDE SAFETY: ..... 31

    SECTION 5 - USE OF VETERANS SPORTSCOMPLEX:..... 31

    SECTION 6 - CLASS “A” AND “B” DRIVERS LICENSE REQUIREMENT:..... 31

    SECTION 7 - FIRST AID AND CPR:..... 31

ARTICLE IX - DISCIPLINE AND DISCHARGE ..... 32

    SECTION 1 - JUST CAUSE:..... 32

SECTION 2 - REPRESENTATION: .....	32
ARTICLE X - GRIEVANCE PROCEDURE .....	32
SECTION 1 - GRIEVANCE DEFINED: .....	32
SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE: .....	32
SECTION 3 - FORMAL GRIEVANCE PROCEDURE: .....	32
SECTION 4 - NON-DEPARTMENTAL GRIEVANCES: .....	34
SECTION 5 - REPRISALS: .....	35
ARTICLE XI - APPEAL PROCEDURES .....	35
SECTION 1 - REQUEST FOR DISCIPLINARY HEARING: .....	35
SECTION 2 - SCHEDULING OF DISCIPLINARY HEARING: .....	35
SECTION 3 - HEARING OFFICER: .....	36
SECTION 4 - REPRESENTATION AT DISCIPLINARY HEARING: .....	36
SECTION 5 - BURDEN OF PROOF AND EVIDENCE: .....	36
SECTION 6 - CONDUCT OF DISCIPLINARY HEARING: .....	36
SECTION 7 - HEARING OFFICER'S DECISION: .....	36
ARTICLE XII - CITY RIGHTS .....	37
SECTION 1 - EXCLUSIVE CITY RIGHTS AND AUTHORITY: .....	37
SECTION 2 - CONCERTED REFUSAL TO WORK: .....	38
ARTICLE XIII - UNION RIGHTS .....	38
SECTION 1 - EXCLUSIVE REPRESENTATION: .....	38
SECTION 2 - BULLETIN BOARD: .....	38
SECTION 3 - E-MAIL ACCESS: .....	38
SECTION 4 - NEGOTIATIONS: .....	39
SECTION 5 - UNION OFFICERS: .....	39
SECTION 6 - POLITICAL ACTION FUND: .....	39
SECTION 7 - RELEASE TIME: .....	39
SECTION 8 - BIDDING ON IN-HOUSE SERVICES: .....	40
SECTION 9 - PERSONNEL FILES: .....	41
SECTION 10 - UNION MEETINGS: .....	41
ARTICLE XIV - UNION SECURITY .....	41
SECTION 1 - UNION MEMBERSHIP AND DUES DEDUCTION: .....	41
SECTION 2 - MAINTENANCE OF MEMBERSHIP: .....	41
SECTION 3 - UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION: .....	42
ARTICLE XV - OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION .....	42
SECTION 1 - STATUS OF GRANT-FUNDED UNIT MEMBERS: .....	42
SECTION 2 - UNION MANAGEMENT MEETINGS: .....	42
SECTION 3 - PROMOTIONAL OPPORTUNITIES: .....	42
SECTION 4 - LATERAL TRANSFERS: .....	43
SECTION 5 - TYPING CERTIFICATES: .....	43
SECTION 6 - PERSONNEL SUBCOMMITTEE: .....	43
ARTICLE XVI - MODIFICATION AND DURATION .....	43

SECTION 1 - SEVERABILITY:..... 43

SECTION 2 - DURATION: ..... 43

SECTION 3 - REOPENERS: ..... 44

SECTION 4 - SUCCESSOR MOU LANGUAGE UPDATES: ..... 44

APPENDIX A - DESIGNATED APPROPRIATE UNITS - CLERICAL AND  
TECHNICAL UNIT .....46

APPENDIX A - DESIGNATED APPROPRIATE UNITS - CRAFTS AND TRADES  
UNIT .....47

APPENDIX A - DESIGNATED APPROPRIATE UNITS - PROFESSIONAL/  
MIDDLE MANAGEMENT UNIT .....48

APPENDIX B - OCCUPATIONAL GROUPINGS .....49

APPENDIX C – JOB SERIES POSITIONS .....52

APPENDIX D – DIFFERENTIAL PAY FOR CERTAIN “SENIOR”  
CLASSIFICATIONS .....53

APPENDIX E - SALARY SCHEDULE – 3% COLA - EFFECTIVE JUNE 30, 2018.....54

APPENDIX F - SALARY SCHEDULE – 3% COLA - EFFECTIVE JUNE 29, 2019 .....57

APPENDIX G - SALARY SCHEDULE – 3% COLA - EFFECTIVE JUNE 27, 2020 .....60

**ARTICLE I**  
**RECOGNITION**

The City of Carson (hereinafter the “City”) recognizes the American Federation of State, County and Municipal Employees Union, Council 36, Local 809 (hereinafter the “Union” or “AFSCME”) as the sole exclusive employee organization and bargaining agent for employees in the Clerical and Technical Unit, the Crafts and Trades Unit, and the Professional/Middle Management Unit (hereinafter the “Unit members”) in all matters concerning wages, hours and working conditions. The designated appropriate units and their represented classifications are attached hereto as Appendix A. The list of Occupational Groupings for use with this Memorandum of Understanding (hereinafter the “MOU”) is attached hereto as Appendix B. Any reference hereinafter to “Unit member(s)” means those Unit members represented by AFSCME and thereby covered under this 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 Resolution No. 85-107, the Employer-Employee Relations Resolution of the City of Carson. 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 entering into this MOU. The City and the Union agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied throughout the City service.

**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 a Unit member of the duties of a higher classification with a higher pay range than the pay range of the Unit member’s assigned classification.

**SECTION 2 - CLASSIFICATION:**

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

**SECTION 3 - DAY:**

A calendar day.

**SECTION 4 - DEPARTMENT:**

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

**SECTION 5 - DEPARTMENT DIRECTOR:**

An individual assigned to any of the following classifications: Director of Public Works, Director of Finance, Director of Human Resources & Risk Management, Director of Community Development or Director of Community Services/Parks & Recreation.

**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:**

A Unit member's spouse, domestic partner, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, parent-in-law, brother, sister, brother-in-law and sister-in-law. "Child" 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 - LEAVE:**

An absence from work.

**SECTION 10 - MANAGEMENT:**

An employee assigned to any of the following classifications:

City Manager, Assistant City Manager, Director of Public Works, Director of Community Development, Director of Community Services/Park & Recreation, Director of Finance, Director of Human Resources & Risk Management, Accounting Manager, Chief Deputy City Clerk, Chief Deputy City Treasurer, Community Center Manager, GIS Administrator, Information Technology Manager, Landscape & Building Maintenance Superintendent, Principal Civil Engineer/City Engineer, Public Safety Services Manager, Purchasing Manager, Recreation Superintendent, Revenue Manager, Human Services Manager, Traffic Engineer, Right of Way OPS Superintendent, Emergency Services Manager.

**SECTION 11 - POSITION:**

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

**SECTION 12 - PREVAILING PAY RATE:**

The basic pay rate within a pay range paid to a Unit member for the performance of the duties of a classification.

**SECTION 13 - SENIORITY:**

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

**SECTION 14 - TENURE:**

A status acquired by a Unit member based upon the Unit member's period of total actual service with the City.

**SECTION 15 - UNIT MEMBER:**

An individual compensated through the City payroll and appointed to one of the classifications listed in Appendix A.

**SECTION 16 - WORKDAY:**

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

**SECTION 17 - 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 end at 12:00 a.m. on Friday.

**SECTION 18 - WORK SCHEDULE:**

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

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



**ARTICLE III**  
**COMPENSATION**

**SECTION 1 - SALARY:**

- a. FY 2016/2017 - No COLA
- b. FY 2017/2018 - No COLA
- c. FY 2018/2019 - 3% COLA (effective pay period 6/30/18) Appendix E
- d. FY 2019/2020 - 3% COLA (effective pay period 6/29/19) Appendix F
- e. FY 2020/2021 - 3% COLA (effective pay period 6/27/20) Appendix G

**SECTION 2 - CLASS A/B LICENSE PAY:**

The City agrees to pay Unit members who are required to possess and use during the course of work a Class A or B California Driver's License, an additional 5% per month. To qualify for such compensation, the Class A or B Driver's License must be required to perform the duties of Unit member's assigned classification.

**SECTION 3 - LONGEVITY PAY:**

- 3.1** The City agrees to pay Unit members 2½% of their prevailing pay rate as longevity pay commencing after they have attained fifteen (15) years of service credit.
- 3.2** The City agrees to pay Unit members an additional 2½% of their prevailing pay rate as longevity pay commencing after they have attained twenty (20) years of service credit.
- 3.3** Effective FY 2012/13, The City agrees to pay Unit members an additional 2½% of their prevailing pay rate as longevity pay commencing after they have attained twenty-five years (25) years of service credit. [This 2½% at 25 years replaced the previous benefit of 2½% at 30 years.]

**SECTION 4 - JOB SERIES:**

- 4.1** The City has established a Job Series Program to include selected AFSCME classifications. The purpose of the Job Series is to provide upward mobility for classifications which achieve increased skill and knowledge after specific time in grade. In order for Unit members to promote through job series classifications, they must pass the required test and have a current performance evaluation on file with a "meets job requirements" or higher overall performance rating (issued within the last twelve months).
- 4.2** Job Series promotions shall be effective after meeting the guidelines above in the following order:

#### Required Test:

- a. The City shall develop the test material for job series promotions within the next 12 months after adoption of this MOU.
- b. After a Unit member meets the required time in grade within a job series classification, the job series test to promote to the next level of the job series shall be administered upon the Unit member's written request as follows:
  - 1) If a test is currently available, it shall be administered within 30-days from the Unit member's written request to be tested. The effective date of the job series promotion will be the date the test is passed.
  - 2) If a test is not currently available, it shall be developed and administered within 90 days from the date of the Unit member's written request to take it. Once the job series test has been successfully passed and a current qualifying performance evaluation is on file, the Unit member shall receive the job series promotion and pay retroactive to the date of the written request.
  - 3) In the unfortunate situation that a test is still not available after 90 days, the Unit member can be promoted to the next level of the job series if the Unit member's immediate supervisor and the department director certify in writing that the Unit member is qualified to be promoted to the next level. If the job series promotion is effectuated as a result of departmental certification, the effective date of the job series promotion shall be the date of the Unit member's written request, provided that a current qualifying performance evaluation is on file.

#### Current Performance Evaluation:

- a. After a Unit member meets the required time in grade within a job series classification, and has made a written request to take the job series test, the requirement to have a current performance evaluation on file with a "meets job requirements" or higher overall performance rating (issued within the last twelve months) will be handled as follows:
  - 1) If there is no current performance evaluation on file at the time Human Resources receives a written request to be tested for a job series promotion, Human Resources will notify the Unit member's supervisor that a performance evaluation needs to be completed for such Unit member.
  - 2) If the performance evaluation is not completed within 60 days from the date of the Unit member's written request to test for a job series promotion, the Unit member shall automatically promote to the next level of the job series, provided the Unit member has successfully passed the job series test. The effective date of the job series promotion will be the date the test is passed.
  - 3) If a Unit member does not successfully pass the test given for a job series promotion, the Unit member will be eligible to be re-tested in 30 days. If a Unit

member does not successfully pass the second test, the Unit member will not be eligible to be re-tested until six months from the date of the second test.

**4.3** The following positions are included in the job series:

<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>
Accounts Payable Specialist I Salary Range 334	Accounts Payable Specialist II Salary Range 336	
Adult Sports Coordinator I Salary Range 341	Adult Sports Coordinator II Salary Range 343	
Assistant Events Coordinator Salary Range 331	Events Coordinator Salary Range 337	
Assistant Fac. Maint. Tech. Salary Range 327	Facilities Maint. Tech. I Salary Range 329	Facilities Maint. Tech. II Salary Range 335
Assistant Groundswoker Salary Range 325	Groundswoker I Salary Range 327	Groundswoker II Salary Range 331
Assistant Maintenance Worker Salary Range 324	Maintenance Worker I Salary Range 326	Maintenance Worker II Salary Range 331
Assistant Tree Trimmer Salary Range 325	Tree Trimmer I Salary Range 327	Tree Trimmer II Salary Range 333
Business License Specialist I Salary Range 334	Business License Specialist II Salary Range 336	
Code Enforcement Aide Salary Range 333	Code Enforcement Officer Salary Range 342	
Community Services Coord. I Salary Range 341	Community Services Coord. II Salary Range 343	
Equipment Service Worker Salary Range 331	Equipment Mechanic I Salary Range 335	Equipment Mechanic II Salary Range 338
Event Services Coordinator I Salary Range 341	Event Services Coordinator II Salary Range 343	
Event Services Worker I Salary Range 324	Event Services Worker II Salary Range 326	Event Services Worker III Salary Range 331
Graphic Designer I Salary Range 335	Graphic Designer II Salary Range 337	

Kids Club Coordinator I Salary Range 341	Kids Club Coordinator II Salary Range 343	
Office Clerk Salary Range 322	Typist Clerk I Salary Range 324	Typist Clerk II Salary Range 326
Payroll Specialist I Salary Range 334	Payroll Specialist II Salary Range 336	
Planning Technician I Salary Range 339	Planning Technician II Salary Range 341	
Purchasing Specialist I Salary Range 334	Purchasing Specialist II Salary Range 336	
Recreation Center Supv. I Salary Range 343	Recreation Center Supv. II Salary Range 346	
Recreation Permits Coord. I Salary Range 341	Recreation Permits Coord. II Salary Range 343	
Senior Account Clerk I Salary Range 334	Senior Account Clerk II Salary Range 336	
Seniors Assisted Living Coordinator I Salary Range 341	Seniors Assisted Living Coordinator II Salary Range 343	
Seniors Recreation Program Coordinator I Salary Range 341	Seniors Recreation Program Coordinator II Salary Range 343	
Seniors Services Coord. I Salary Range 341	Seniors Services Coord. II Salary Range 343	
Special Needs Recreation Coordinator I Salary Range 341	Special Needs Recreation Coordinator II Salary Range 343	
Transportation Coordinator I Salary Range 341	Transportation Coordinator II Salary Range 343	
Youth Sports Coordinator I Salary Range 341	Youth Sports Coordinator II Salary Range 343	

**SECTION 5 - DIFFERENTIAL PAY FOR CERTAIN “SENIOR” CLASSIFICATIONS:**

The following classifications will be assigned a salary range that is at least 7.5% higher at step F than step F of the salary range of their highest paid subordinate classification (see Appendix D – page 53):

1. Electrician
2. HVAC Technician
3. Irrigation Technician
4. Lead Facilities Maintenance Technician
5. Locksmith
6. Painter
7. Plumber
8. Senior Custodian
9. Senior Groundswoker
10. Senior Maintenance Worker I
11. Senior Maintenance Worker II
12. Senior Tree Trimmer

## **SECTION 6 - SHIFT DIFFERENTIAL PAY:**

- 6.1** Unit members scheduled to work during the first shift, from 6:30 a.m. to 6:30 p.m., shall not be paid shift differential pay for any hours worked.
- 6.2** Unit members scheduled to work during the second shift shall receive shift differential pay calculated as a five percent (5%) increase in the Unit member's prevailing pay rate for any hours worked from 2:00 p.m. to 11:00 p.m.
- 6.3** Unit members scheduled to work during the third shift shall receive shift differential pay calculated as a ten percent (10%) increase in the Unit member's prevailing pay rate for any hours worked from 11:00 p.m. to 8:00 a.m.
- 6.4** Unit members scheduled to work a split-shift between the first and second shifts will receive the 5% differential for those hours worked in the second shift, provided that more than half the Unit member's scheduled hours are in the second shift.
- 6.5** Management shall be able to establish schedules for the first, second and third shifts in accordance with the City's operational requirements.
- 6.6** Shift differential shall continue to be received when the Unit member is on vacation, sick, holidays, jury duty or other paid leave, excluding workers' compensation and long-term disability.

## **SECTION 7 - ACTING DUTY PAY:**

- 7.1** The Department Director may appoint a Unit member to acting duty status to perform the duties of a higher classification that is vacant or has been recently created, if the vacancy exceeds 3 workdays.
- 7.2** A Unit member may serve in acting duty status only until such time as the City makes a regular appointment to the classification or until such time that the incumbent Unit member returns to work.
- 7.3** An acting duty appointment may be effective for a period of up to thirty (30) days except for unusual circumstances as defined by the City Manager. The City Manager may extend an acting duty appointment.

- 7.4** Effective March 29, 2014, a Unit member appointed to acting duty status shall be paid a pay rate not less than the minimum pay rate in the pay range for the acting duty classification, and such acting duty pay rate shall be at least ten percent (10%) more than the Unit member's prevailing pay rate immediately prior to acquiring acting duty status.
- 7.5** A Unit member shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.
- 7.6** While serving in acting duty status, the Unit member shall continue to be eligible to receive any pay adjustments or advancements granted to the Unit member's permanent classification.
- 7.7** 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 a scheduled work shift.
- 7.8** A Unit member has the right to refuse any acting duty assignment, in writing, with justification.
- 7.9** A Unit member appointed to acting duty status can discontinue the acting duty assignment by notifying the immediate supervisor in writing one (1) week in advance of the Unit member's intention to return to regular status.
- 7.10** A Unit member may be removed from acting duty status after serving in the acting assignment for one (1) work week, at any time, at the discretion of the Department Director. Before removing the Unit member from acting duty appointment, the reasons for the removal shall be discussed with the Unit member and documented in writing. If the Unit member is not available to discuss the reasons for removal, they shall be discussed after removal or upon the Unit members return to work.
- 7.11** If a Unit member in a subordinate classification is appointed to acting duty status in a higher classification while a Unit member in a superior classification is bypassed, the Unit member in the superior classification may submit a statement of exception to the appointing authority through the Director of Human Resources & Risk Management. This subsection shall not apply if an eligibility list under subsection 7.13 of this article was properly utilized.
- 7.12** If a Union represented Unit member is temporarily appointed to acting duty status to a position not represented by AFSCME, the Unit member shall continue to receive the same fringe benefits at the same levels and rates as that Unit member received prior to the temporary assignment.
- 7.13** 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 employees, within the respective division, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, and if there is a tie in seniority, then by tenure.
  - 3) From a list of employees, within the respective department, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, and if there is a tie in seniority, then by tenure.

- 4) From a list of employees, from outside the respective department, in the immediate subordinate classification(s) of the vacant position, ranked by seniority, and if there is a tie in seniority, then by tenure. An acting appointment from outside the department can only be made upon the approval of the department directors of the two affected departments.

The rotation of acting appointments should be used for all periods exceeding 30 calendar days, unless extended by the City Manager or his/her designee. If a Unit member is placed into acting for a period of less than 30 days, the Unit member will not be moved down on the rotation list until the Unit member has completed 30 days of acting duty (even if not consecutive). Upon completion of 30 days of acting duty, the Unit member shall 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, and if there is a tie in seniority, then by tenure.

Unit members may submit a statement of exception to the City Manager, or his/her designee, if the rotation of acting duty appointments as stated within this subsection 7.13 is not followed.

A rotation list for acting duty will be established and posted within each specific division for each vacant position and copies of acting duty rotation lists should be provided to both Human Resources and Payroll.

- 7.14 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.
- 7.15 The City will not employ temporary Unit members in any vacant budgeted position where an acting appointment may be offered to a full-time Unit member.
- 7.16 A Unit member in an acting duty appointment for sixty (60) days or longer, shall receive leave and holiday pay, at the acting rate for all such subsequent approved leaves and holidays that fall after the sixtieth (60th) day, provided that the position is not backfilled with another acting appointment.

## **SECTION 8 - SALARY ADVANCEMENT:**

- 8.1 Salary advancement shall mean a pay rate increase given to a Unit member contingent upon a satisfactory or better performance evaluation within the pay range established for the Unit member's classification. A Unit member's pay rate increase shall be effective on the Unit member's merit date. If a work group has not turned in a performance evaluation by the Unit members' merit date, any pay increase shall be automatically processed by Human Resources.
- 8.2 The City shall retain the flexibility to hire Unit members with exceptional skills, experience or qualifications at a pay rate above the A-step.
- 8.3 The City's full time pay ranges consist of six (6) merit pay steps (A-F). The first two (2) pay steps (A-B) shall require at least six (6) months before eligibility for a merit increase to the next step. The last four (4) pay steps (C-F) shall require at least twelve (12) months before eligibility for a merit increase to the next step through the final step (F).

## **SECTION 9 - ALLOWANCE FOR MILEAGE:**

- 9.1** The City shall reimburse Unit members for use of their personal automobile for official City business at the current IRS rate, as adjusted from time to time, in accordance with Standard Management Procedures.
- 9.2** 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.

## **SECTION 10 - BILINGUAL USAGE PAY:**

- 10.1** The City Manager or Director of Human Resources & Risk Management shall grant compensation to a Unit member for using bilingual skills in the course of work. A Unit member shall not receive bilingual pay unless such Unit member is required by his/her supervisor or the nature of his/her job and job duties to use his/her bilingual skills in assisting members of the public in obtaining City services or information.
- 10.2** Unit members required to use bilingual skills while working may petition for bilingual usage pay by submitting written justification, approved by the Unit member's Department Director, to the City Manager or Director of Human Resources & Risk Management.
- 10.3** Bilingual usage pay shall be fifty dollars (\$50.00) per month.
- 10.4** The City may, at its discretion, test Unit members for proficiency in a second language in order for such Unit members to receive bilingual pay.

## **SECTION 11 - ALLOWANCE FOR UNIFORMS:**

- 11.1** The City shall pay, to an approved vendor, the full cost to provide, maintain and clean, seven (7) shirts, seven (7) pants or five (5) pants and two (2) Bermuda shorts and one (1) jacket for Unit members occupying classifications in the crafts and trades unit required by management to wear uniforms and for the Central Services Technician and Senior Central Services Technician; seven (7) shirts and seven (7) pants or five (5) pants and two (2) Bermuda shorts for Unit members in the classifications of Sr. Storekeeper and Storekeeper; seven (7) shirts, five (5) pants or skirts, two (2) Bermuda shorts, one (1) jacket and ties, if required, to Unit members in the classification of Code Enforcement Officer. The City shall replace uniforms as required if such replacement is necessary due to normal wear as determined by management.
- 11.2** Early Childhood Instructors shall not be eligible to receive uniforms.

## **SECTION 12 - COURT SERVICE COMPENSATION:**

- 12.1** Unit members summoned to a court to (a) to provide testimony when called on behalf of the City or (b) as directed by a Department Director or the City Manager, shall be paid their prevailing pay rate during such court service. The City shall reimburse Unit members for any reasonable costs associated with having to attend court and provide testimony on behalf of City, including mileage, transportation and/or parking fees.



- 12.2** Pay for jury duty shall be limited to ten (10) working days in any one calendar year. Unit members shall receive shift differential pay if it is regularly received during their normal work shift.
- 12.3** Unit members summoned to court on their normal day off pursuant to 12.1 above shall be entitled to overtime compensation at one and one-half times the employee's regular rate of pay for all hours worked over 40 in a workweek. The employee may also elect to receive compensatory time in lieu of pay. In calculating actual court time, travel to and from the courthouse is not included, but time allowed for rest or meal breaks shall be included as long as employee is required to report back to court after the break.

**SECTION 13 - PAY AND PAYCHECK DISTRIBUTION:**

- 13.1** Payday shall be bi-weekly on Thursday.
- 13.2** Paychecks shall be dated and distributed bi-weekly on the Thursday payday.
- 13.3** If any pay date falls on a holiday, the pay date shall be the preceding Wednesday.
- 13.4** The City does not permit payroll check advances.

**SECTION 14 - OVERPAYMENT REMEDY:**

Permanent Unit members covered herein shall reimburse the City for any overpayment of wages or benefits. 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 warrant following overpayment notification, or by other reasonable re-payment 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 warrant is the final or termination warrant issued to the affected Unit member. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment.

**SECTION 15 - OVERTIME POLICY:**

Unit members are eligible to receive overtime pay or compensatory time, but they shall not work overtime unless authorized in advance to do so by the Department Director. No overtime pay may be authorized unless funds are allocated and available in the work group's current fiscal budget for overtime work. Department Directors shall be responsible for keeping accurate records for all overtime worked by their Unit members. The City absolutely shall not permit any overtime off the books.

**SECTION 16 - WORKDAY:**

For purposes of determining overtime, a workday is the twenty-four (24) hour period consisting of the eight (8) hours prior to the start of the work shift and the sixteen (16) hours after the start of the work shift. For example, if a scheduled work shift is 8 a.m. to 5 p.m. the workday is midnight to midnight of the next day. Overtime shall not be paid for hours worked during the scheduled work shift.

**SECTION 17 - OVERTIME COMPENSATION:**

The City shall provide Unit members with overtime compensation subject to the following conditions:

- 17.1** 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 work performed.
- a. Work performed in excess of eight (8) hours in a workday in a five (5) day work week or work performed in excess of ten (10) hours in a four (4) day work week.
  - b. Work performed in excess of forty (40) hours in a workweek;
  - c. Work performed on the first, second or third scheduled days of rest.
  - d. For purposes of this section, hours paid shall count as work performed.
- 17.2** For purposes of determining a Unit member's eligibility for overtime compensation only, authorized paid leave shall be considered as hours of work.
- 17.3** When the City Manager or a Department Director decides that an emergency exists and requires that Unit members not on a scheduled shift work more than four (4) hours between midnight and 8 a.m., such Unit members shall receive, at the discretion of the City Manager or Department Director, either 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 Department Director requires that Unit members work more than eight (8) hours during an emergency, such Unit members shall not return to work for at least eight (8) hours following completion of their emergency work. The City will comply with the Fair Labor Standards Act for FLSA-covered Unit members.
- 17.4** When a Unit member is called back to work after leaving work or is called to work on a day when the Unit member would normally be off-duty, the City shall pay the Unit member for a minimum of three (3) hours of work (at the appropriate rate) even though the Unit member works less than three (3) hours. This provision shall not apply if the extra work is scheduled at least twenty-four (24) hours in advance, or if the Unit member is merely extending his/her workday.
- 17.5** Supervisors shall not be called out to work in place of the Unit members covered by this agreement.
- 17.6** If the City, State, or Federal government declares an emergency, the City shall provide meals for Unit members working said emergency. (Per FEMA guidelines for reimbursement.)
- 17.7** The City absolutely shall not permit any overtime "off the books".

## **SECTION 18 - OPPORTUNITY TO WORK OVERTIME:**

Unless there is an emergency, the opportunity to work overtime shall be rotated according to direct order of seniority within the classifications and crews, within the department, which usually perform the work during the normal work shift. If a Unit member does perform the overtime work in an emergency, then he or she shall go to the bottom of the list as if he or she had worked the overtime in the normal rotation. If a Unit member is not accessible, he or she retains the previous position on the list.

## **SECTION 19 - HOLIDAY COMPENSATION:**

- 19.1** 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 Department Director to work in order to maintain City services. Unit members required to work shall also be paid according to section 19.2 below.
- 19.2** Unit members required to work on a holiday shall receive, at the discretion of the Department Director, either pay, calculated at two and one-half (2½) times their regular rate of pay or compensatory leave, credited at two and one-half (2½) hours for each hour worked on the holiday.

## **SECTION 20 - ADDITIONAL COMPENSATION FOR CERTIFICATES/LICENSES:**

- 20.1** The Director of Human Resources & Risk Management may authorize five percent (5%) additional compensation to Unit members who possess the specialized licenses or certifications that are not required of their classification but are recognized and used in the course of their duties by the City to provide needed services.
- 20.2** In order for the Unit member to qualify for the additional compensation, the work group will provide Human Resources with a written justification for the use of a Unit member's licenses or certifications in providing City services.
- 20.3** Unit members receiving additional compensation shall submit copies of current valid licenses or certifications to Human Resources for verification and inclusion in their personnel files.
- 20.4** The City will reimburse Unit members for any administrative or clerical out of pocket costs incurred for the renewal of their specialized certificates or licenses which are recognized by the City.

## **SECTION 21 –HOME TELEPHONE CALLS:**

Employees shall receive compensation for telephone calls received off duty for time actually worked receiving and responding to such calls. Employees shall log the time spent on each call and submit the signed log with their timesheets/payroll records. The parties understand and acknowledge that there is expected to be a more accurate time reporting system in place once the new Tyler Munis system goes into effect.

## **ARTICLE IV** **BENEFITS**

### **SECTION 1 - HEALTH INSURANCE BENEFITS:**

- 1.1** Effective January 1, 2016, the City shall pay up to, but not exceed, the amount of one thousand five hundred ninety-four dollars (\$1,594.00) for each Unit member and eligible dependents, with a cafeteria cap on the use of excess monies of one hundred fifty-five dollars (\$155.00) per month.

In the event that the health care premium rate exceeds the cap in any of the contract years, the City and AFSCME will reopen discussions regarding the monthly medical insurance allowance.

- 1.2 Full-time Unit members covered by this section shall have their choice of plans provided by CalPERS and available in this service area.
- 1.3 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 CalPERS health plans. This section will be in effect for the duration of this MOU, subject to any contract changes imposed by CalPERS. To the extent that California law requires that domestic partners are entitled to health insurance coverage, the term "dependent" shall include domestic partners. The term "domestic partner" shall have the meaning set forth in Division 2.5, Parts 1 through 5, of the California Family Code, commencing with Division Family Code Section 597.
- 1.4 Retired Unit members shall be covered by the health insurance premium provided by the City according to the rules established by CalPERS. For Unit members hired prior to January 1, 2014, 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 up to the maximum afforded in Section 1.1 above for retired Unit members' health insurance for the term of this MOU. For Unit members hired on or after January 1, 2014, 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 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%

- 1.5 Unit members shall have the right to use monies remaining from the sums provided for health insurance to apply towards premiums for any other insurance options available for employees to purchase.
- 1.6 Unit members may elect to discontinue or not elect health insurance coverage provided that they submit written proof of equivalent health insurance coverage. Unit members electing to discontinue or not electing health insurance coverage shall receive seventy-five percent (75%) of the lowest 2-party premium to be put into a City-sponsored deferred compensation plan credited to the Unit member. Unit members currently receiving a higher amount than seventy-five percent (75%) of the lowest 2-party premium shall continue to receive the same amount to be placed into a City sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.

## **SECTION 2 - DENTAL INSURANCE BENEFITS:**

- 2.1** During the length of this contract, the City shall pay the total sum of eighty-seven dollars (\$87.00) per month for dental insurance provided by the City for each Full-Time Unit member and his/her eligible dependents.
- 2.2** Two dental plans are available to Unit members:
  - a. Under the Indemnity Plan: A Unit member may select any dentist; there is an annual deductible; claim forms must be submitted to the insurance company for payment; preventive maintenance is covered in full; eighty percent (80%) of basic maintenance is covered; and fifty percent (50%) of major maintenance is covered.
  - b. Under the Maintenance Plan: Unit members must select a Maintenance Plan dental provider; there are no claim forms; there are no deductibles; however, there are co-payments for some services provided.
- 2.3** The City shall continue to self-fund the dental plan and shall:
  - a. Set up an account for this program within the General Fund.
  - b. Post all dental insurance benefits monies for AFSCME Unit members on a monthly basis to designated account.
- 2.4** The City shall provide AFSCME with quarterly reports of actual costs for AFSCME represented Unit members enrolled in the City's self-insured dental plan.
- 2.5** Each year AFSCME will be provided with the City's master dental policy and plan which includes rates paid.
- 2.6** Without cost to the City, the City shall provide to retirees the opportunity to purchase the same dental insurance current Unit members receive at the same cost to the retiree as the City pays for Unit members. This section applies only to retirees who retire after the adoption of Resolution No. 94-043.
- 2.7** Usual and customary fees shall be based upon dentist fees paid within a twenty-five (25) mile radius of City Hall. The maximum annual per person coverage shall be fifteen hundred dollars (\$1,500.00). First and/or secondary fees shall be paid when two dental plans are available to Unit member.
- 2.8** 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 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.

### **SECTION 3 - LONG TERM DISABILITY INSURANCE:**

**3.1** The City shall provide long-term disability insurance (or “LTD”) benefits for each full time Unit member (“covered Unit member”) as follows:

- a. The City shall provide a LTD insurance plan for each covered Unit member under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City.
- b. The City’s existing Self-Funded Disability Plan dated September 1988 (“Self-Funded Plan”) shall cease for all covered Unit members effective May 1, 2003, and thereafter all covered Unit members shall be covered by a LTD plan provided by a licensed insurance company contracted by the City, except for Unit members with approved claims under the Self-Funded Plan existing prior to that date (“existing LTD claimants”). As to such existing LTD claimants, the City has contracted with a licensed insurance company to provide claims administration services. The administration of the LTD claims for existing LTD claimants shall thereupon be handled by the licensed insurance company under the same terms as those in effect on the date the existing LTD claimant became disabled, and the City’s role shall be limited to payment of LTD benefits as and when directed by the licensed insurance company.

**3.2** The City shall provide short-term disability insurance (or “STD”) benefits for each Full Time Unit member (“covered Unit member”) as follows:

- a. Solely in order to provide a maximum 60-day waiting period, the City shall provide an STD insurance plan for each covered Unit member under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. Nothing herein shall bind the City to provide STD insurance coverage if an alternate LTD policy is available at a cost that is acceptable to the City with a 60-day waiting period.

**3.3** The parties acknowledge that AFSCME’s acceptance of the combined STD Plan and LTD Plan is conditioned upon inclusion of the following benefits to be provided by a licensed insurance company contracted by the City:

After a maximum of a 60-day waiting period

- (1) A 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 66 2/3% of his or her base pay rate, plus Longevity Pay, A/B License Pay, Certification Pay, uniform costs, Bilingual Pay and Shift Differential Pay, to a maximum pay rate of \$7,500.00 per month at the commencement of disability leave up to age 65; and
- (2) A 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 66 2/3% of his or her base pay rate, plus Longevity Pay, A/B License Pay, Certification Pay, uniform costs, Bilingual Pay and Shift Differential Pay, to a maximum pay rate of \$7,500.00 per month at the commencement of disability leave for 24 months. A 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 66 2/3% of his or her base pay rate, plus Longevity Pay,

A/B License Pay, Certification Pay, uniform costs, Bilingual Pay and Shift Differential Pay, to a maximum pay rate of \$7,500.00 per month at the commencement of disability leave up to age 65.

- (3) There shall be no reduction of LTD or STD benefits for a workers' compensation award.
- (4) 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.
- (5) The only allowable offsets are those listed in the LTD and STD Insurance policies.

**3.4** The parties acknowledge that the City's acceptance of the combined STD and LTD Insurance Plans, including the additional benefits that were not previously provided under the City's Self-Funded Plan and/or prior MOUs, has been entered into in order to settle a lawsuit and is conditioned upon the following:

- (1) The City shall not self-fund LTD or STD benefits, including but not limited to, if any of the events set forth in 3.5, below, were to occur;
- (2) The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set 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 licensed insurance company contracted by the City.
- (3) Eligibility for and administration of benefits under the STD Plan and the LTD Plan and eligibility and administration of benefits for existing LTD claimants, including but not limited to the determination whether a Unit member is disabled from his or her own occupation, shall be determined by the licensed insurance company contracted by the City, not by the City.

**3.5** In the event the existing insurance carrier were to (1) cease doing business in the State of California, (2) cancel or cease to offer the STD Plan and/or the LTD Plan to the City, or (3) increase the premiums for LTD and/or STD coverage beyond the guaranteed rates set forth in the current LTD and STD policies, or a minor increase not to exceed applicable increases in the Consumer Price Index, whichever is greater, and if the City cannot find a different insurance carrier that provides the same terms, requirements and conditions at a comparable cost, the City shall provide AFSCME with the information it requires to seek alternate proposals for such coverage. Thereafter, the City shall meet and confer with AFSCME to reach agreement on benefits under a replacement LTD and/or STD insurance policy with a different insurance carrier. Except as to the existing LTD claimants discussed in 3.1-b, above, the City is not required to provide LTD and/or STD coverage or benefits on a self-funded basis, now or in the future.

**3.6** For injuries and other disabilities covered under California workers' compensation laws, Unit members shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability ("workers' compensation leave") or until the City's workers' compensation administrator terminates workers' compensation leave either due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returns to work, or a refusal by the Unit member to return to work following a determination by a physician that

the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If a Unit member is approved for workers' compensation leave, the Unit member shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unit members who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 3.1, above.

- 3.7** Unit members may use annual leave, sick leave and compensatory leave, for the additional one-third (1/3) of his/her salary, such leave to be paid through the payroll system biweekly, using twenty-six and three quarters (26<sup>3</sup>/<sub>4</sub>) hours for such pay. There shall be no offset of LTD benefits for using this benefit.

#### **SECTION 4 - LIFE INSURANCE COVERAGE:**

The City agrees to provide each Full-Time Unit member with term life insurance coverage of one hundred thousand dollars (\$100,000.00) subject to the requirements of the insurance carrier. A Unit member shall have the right to purchase supplemental term life insurance, using monies remaining from the 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, up to whatever amount the insurance company provides, subject to any requirements of the insurance carrier. The City shall continue to offer additional life insurance programs already offered for Unit member purchase.

#### **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 such Unit members in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:

- a. The optional contract provisions relating to one (1) year final compensation;
- b. The optional contract provision relating to military service credit as public service;
- c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
- d. The optional contract provision relating to two years additional service credit;
- e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost;
- f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

- 5.2** Unit members shall pay the full percentage of the member contributions on a pre-tax basis.

- 5.3** For those Unit members hired on or after the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include such Unit members in the CalPERS "2% @ 55" Plan with the following optional public agency contract provisions.

- a. The optional contract provisions relating to one (1) year final compensation;



- b. The optional contract provision relating to military service credit as public service;
- c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
- d. The optional contract provision relating to two years additional service credit;
- e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost;
- f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

**5.4** Unit Members shall pay the full percentage of the member contributions on a pre-tax basis.

**5.5** In conjunction with the implementation of this two-tiered retirement system, the City will agree to create a secure account where the City will deposit fifty percent (50%) of the savings resulting from the two tiered retirement system. This secure account will not be accessible to the City for anything other than post-retirement medical benefits and will not be co-mingled with the City's general bank account.

**5.6** For those Unit members hired on or after January 1, 2013, defined by Assembly Bill 340 – Pension Reform, as “New Members”, the City shall include such Unit members in the CalPERS “2% at 62” Plan with a three year final compensation period, and with the following optional contract provisions:

- a. The optional contract provision relating to military service credit as public service;
- b. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
- c. The optional contract provision relating to two years additional service credit;
- d. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost;
- e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

**5.7** “New Members” shall pay the full percentage of the member contributions on a pre-tax basis.

**SECTION 6 - DEFERRED COMPENSATION PROGRAMS:**

- a. The City shall continue deferred compensation programs already offered by the City and any others' agreed to by the parties.
- b. The City agrees to match the amount, dollar for dollar, up to five hundred dollars (\$500.00), contributed to the Unit member's deferred compensation account.

## **SECTION 7 - VISION CARE PROGRAM:**

The City shall continue to sponsor a vision care program. Eligible Unit members may purchase vision care through payroll deduction from wages and/or with monies remaining from the 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 childcare payments before taxes.

## **SECTION 9 - COMPUTER LOAN PROGRAM:**

The City has established a citywide Computer Loan Program, the implementation of which shall be governed by SMP No. 3.46, with the exception that the City shall allow AFSCME, Local 809, to have access to the City's "Computer Loan Program" to purchase one computer for official union use, provided that the loan is repaid within thirty-six (36) months. The loan shall carry no interest and shall be repaid from union dues within thirty-six (36) months. The City shall receive repayment of this loan by subtracting thirty-six (36) equal payments from the union dues prior to sending the dues to AFSCME.

## **ARTICLE V 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. Annual leave is the combination of the previous leaves of vacation leave, the three days of floating holiday and sixteen (16) hours of the forty (40) hours of personal leave.
- 1.2** Unless the Unit member's use of annual leave interferes with work group operations, the Department Director shall permit Unit members to use annual leave at the Unit member's discretion.
- 1.3** Unit members shall be credited with annual leave at the following rates:
  - a. Eleven and thirty-three hundredth (11.33) hours for each month of service or major portion thereof from the date of appointment;
  - b. Thirteen and thirty-three hundredth (13.33) hours for each month of service or major portion thereof upon the fifth anniversary date; and
  - c. Sixteen and sixty-six hundredth (16.66) hours for each month of service or major portion thereof upon the tenth anniversary date.
  - d. Upon the twentieth anniversary date Unit members will be credited with ten (10) hours of annual leave in addition to the credit under Section 1.3c.

- 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 Sections 1.3c and 1.3d.
- 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 Sections 1.3c, 1.3d and 1.3e.
- 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 Sections 1.3c, 1.3d, 1.3e, and 1.3f.

- 1.4** Unit members shall not be credited with annual leave for leave of absence without pay exceeding eighty (80) working hours in any calendar month.
- 1.5** Unit members may use annual leave only after completing their initial six (6) months of service. Unit members shall not use less than one (1) hour of annual leave at any one time.
- 1.6** Unit members may not accrue more than five hundred (500) hours of annual leave.
- 1.7** When employment terminates, the Unit member shall be compensated for any 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 the Unit member's separation from City service.

## **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. Sick leave shall not be credited for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
- 2.2** Unit members may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. The maximum amount of sick leave shall remain seven hundred sixty (760) hours for cash-out upon separation from the City pursuant to Section 2.6 listed below. Unit members may use accrued sick leave only after completing their initial one (1) month of service.
- 2.3** Unit members may not use sick leave at their discretion, but only in cases of actual illness, sickness, and/or quarantine, of the Unit member, or of the Unit member's immediate family, and (to the extent required by California law) to the domestic partner and/or children of the Unit member's domestic partner where the Unit member must provide care to the immediate family member, domestic partner, and/or children of the domestic partner, or for bereavement. Sick leave may also be used for personal medical, dental, and optical appointments and pregnancy, and for any other appointments for the purpose of obtaining professional diagnosis or examinations for a medical or mental health condition, of the Unit member, his/her immediate family, and (to the extent required by California law) of the domestic partner and/or children of his/her domestic partner. Unit members may also use any accrued sick leave for any leave necessitated as a result of pregnancy disability under California Government Code Section 12945.2 and 12945.3 (the Moore-Brown-Roberti Family Rights Act). As used in this Section 2, the term "domestic partner" shall mean any person who has qualified as a member of a domestic partnership with said Unit member pursuant to Division 2.5, Parts 1 through 5, of the California Family Code, commencing with Family Code Section 297.

- 2.4 When a Unit member uses sick leave, the Department Director may require the Unit member to present upon return to work a personal certification (not a doctor's slip) stating the reason for the sick leave. In administering this section, the City will at all times, respect to the maximum extent possible, the privacy of the Unit member. When a Unit member uses sick leave in excess of thirty (30) consecutive working hours, the Unit member shall present upon return to work a medical certification signed by a physician or licensed medical practitioner verifying the Unit member's need to be off work.
- 2.5 When a Unit member wishes to use accrued sick leave, the Unit member shall notify his/her immediate supervisor by phone, either directly or by leaving a time-stamped voice mail message, 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 their immediate supervisor of their physical condition.
- 2.6 When employment terminates, the Unit member shall be compensated for one-half (1/2) the value of accrued sick leave up to 760 hours provided the Unit member has 1,825 calendar days (5 years) of service. For purposes of this subsection, "service" shall mean the length of employment with the City since the most recent date of hire, with no credit for time spent on leaves of absence without pay beyond the initial two (2) weeks of any such leave of absence. 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.
- 2.7 Upon retirement or separation, unit members may elect to deposit any cashed out accrued sick leave into a City-sponsored deferred compensation account up to the annual plan maximum.

### **SECTION 3 - 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 fifty percent (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.

- 3.1 At the Unit member's election, the payment for unused sick leave may be converted to equivalent annual leave.
- 3.2 The Unit member shall indicate election by written request to the Finance Officer 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.
- 3.3 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.
- 3.4 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 converted is earned. The Unit member must have a 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 4 - SICK LEAVE BANK:**

The City and AFSCME have agreed to amend the current leave bank policy to include language that will allow an AFSCME member to donate up to 25% of any combination of their accrued sick and/or annual leave hours, provided the donation leaves the Unit member with at least a combined balance of one hundred (100) hours of sick leave, annual leave and/or compensatory time. These donated hours, as approved by the City, shall accrue directly to the sick leave balance of any designated active Full-Time Unit member of the City. The City will continue to amend the leave bank policy to address how unused donated sick leave hours might be returned to donors.

#### **SECTION 5 - COMPENSATORY LEAVE:**

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

- 5.1 Reasonable requests for use of compensatory leave shall not be denied. Unit members shall not use less than (1) hour of compensatory leave at any one time. Unit members may use compensatory leave along with any other authorized paid leave with approval of the Department Director. The City shall not require a Unit member to use compensatory time within the same pay period in which it was earned. The City shall not mandate flex-time in order to avoid any overtime liability. Unit members shall make a good faith effort to reduce compensatory leave accrual balances below the eighty (80) hour maximum accrual level.
- 5.2 A Unit member shall not accrue more than eighty (80) hours of compensatory leave. A Unit member may carry over to the next calendar year up to eighty (80) hours of compensatory leave.
- 5.3 When a Unit member separates from the City service for any reason, the Unit member shall be compensated for any 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 the Unit member's separation from City service.

#### **SECTION 6 - 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, parent, step parent, brother, sister, grandparent, grandchild, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law. Bereavement leave does not accrue, nor can it be cashed out if not used by the Unit member.

#### **SECTION 7 - REDEMPTION OF ACCUMULATED LEAVE:**

- 7.1 In addition to the current sick leave incentive program, AFSCME members covered by this MOU may redeem up to seventy-five (75) hours of any accumulated leave, per fiscal year. The redemption shall be subject to the following conditions:
  - a. Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.
  - b. 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 - HOLIDAY LEAVE:**

The City shall provide Unit members with the following holidays with pay subject to subsections 8.2 through 8.6 below:

**8.1** The following days will be recognized holidays for Union Unit members:

January 1 (New Year's Day)

The third Monday in January (Dr. Martin Luther King Jr. Day)

January 30 (Fred T. Korematsu Day)

The third Monday in February (President's Day)

March 8 (International Women's/Rosa Parks Day)

March 31 (Cesar E. Chavez Day)

The last Monday in May (Memorial Day)

July Fourth (Independence Day)

The first Monday in September (Labor Day)

October 25 (Larry D. Itliong Day)

November 11 (Veteran's Day)

The fourth Thursday in November (Thanksgiving Day)

December 25 (Christmas)

Every day proclaimed by the President, Governor or Mayor of this City as a public holiday.

**8.2** When any day granted as a holiday falls on a Friday or Saturday, the ten hours of holiday leave will be converted to annual leave and added to the Unit members' annual leave balance. In order to get this leave conversion, the Unit member must work the full scheduled work period immediately before and immediately after the holiday unless the Unit member is absent from any portion or all of the scheduled work period immediately before and after a holiday on authorized paid leave. A Unit member shall not receive pay for a holiday if any leave without pay (except furlough leave) was used by the Unit member during his or her work period immediately preceding or following the holiday.

**8.3** When any day granted as a holiday falls on a Sunday, the following Monday shall be considered the holiday. In order to be paid for a holiday, the Unit member must work the full scheduled work period immediately before and after the holiday unless the Unit member is absent from any portion or all of the scheduled work period immediately before and after a holiday on authorized paid leave. A Unit member shall not receive pay for a holiday if any leave without pay (except furlough leave) was used by the Unit member during his or her work period immediately preceding or following the holiday.

**8.4** In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the Unit member must use such additional holiday leave when granted, and such leave cannot be accrued. Unit members absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. A Unit member shall not receive holiday pay for this half-day holiday if any leave without pay (except furlough leave) was used by the Unit member during his or her work period immediately preceding or immediately following the half-day holiday.

- 8.5** All designated holidays shall be compensated in 10-hour increments, for a total of one hundred thirty (130) hours annually regardless of a Unit member's work schedule.
- 8.6** When a Unit member is assigned to a 5/40 or 9/80 schedule, excess holiday hours may be accumulated up to twenty-six (26) hours for use as other paid leave credits. It is agreed that a Unit member can carry a negative holiday leave balance which may come about as a result of assuring that this agreement does not result in a need to utilize regular hours for the Friday following Thanksgiving.
- 8.7** Should the City abandon the closure of City Hall on Fridays, the day after Thanksgiving will be reinstated as a holiday, and holiday hours will be renegotiated to ensure that all AFSCME Unit members accrue the same number of holiday hours.

## **SECTION 9 - WORKERS' COMPENSATION LEAVE:**

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

- 9.1** 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 Unit member is disabled, the Unit member shall continue to accrue annual leave, sick leave, and seniority for purposes of pay adjustments or advancements.
- 9.2** Unit members who are still disabled after seventeen (17) weeks, may apply for long-term disability insurance and long-term disability benefits in accordance with Article IV, Section 3.
- 9.3** 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.
- 9.4** As used in this Section 9, the term "disabled" or "disability" shall have that meaning set forth in California Workers' Compensation law.

## **SECTION 10 - MILITARY LEAVE:**

The City shall grant military leave to Unit members as provided in the California Military and Veterans Code Sections 389 through 395.4. Unit members on ordered military leave shall be paid their prevailing pay rate in addition to their military pay for periods not to exceed a total of thirty (30) days each fiscal year as provided by State Codes.

## **SECTION 11 - LEAVE OF ABSENCE WITHOUT PAY:**

- 11.1** The City has the authority to grant or deny a Unit member's request for leave of absence from work without pay, except that the City 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.
- 11.2** The City shall not grant an unpaid leave in excess of one (1) year for Unit members with five (5) years or less seniority, in excess of two (2) years for Unit members with more than five (5) years seniority, or in excess of three (3) years for Unit members with more than ten (10) years seniority.
- 11.3** A Unit member on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over 60 days.
- 11.4** 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.
- 11.5** The Unit member requesting the leave shall state in writing the reasons for the request.
- 11.6** The continuation of City paid benefits for Unit members on leave without pay for medical reasons shall be ninety (90) days or longer as applicable with the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL). Those Unit members not covered by FMLA, CFRA, and/or PDL, shall not be eligible for the continuation of City paid benefits, but will be eligible for Cobra benefits at their expense.

## **SECTION 12 - FLEX 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 workday, such as modifying starting or ending time by thirty (30) minutes, and/or reducing the meal period to thirty (30) minutes. Flexibility may also include other modifications which would require the use of leave hours or reductions in pay.

## **SECTION 13 - TIME OFF FOR VOTING:**

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

- 13.1** When a 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, with the approval of the Director of Human Resources & Risk Management, take off enough working hours which when added to the voting hours available outside of working hours will enable the Unit member to vote. The Director of Human Resources & Risk Management 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 the work period, whichever allows the Unit member the most time for voting and the least time off from work.
- 13.2** If the Unit member knows or has reason to believe that time off for voting will be necessary on election day, the Unit member shall notify the Director of Human Resources & Risk



Management of that fact at least two (2) workdays in advance. At least ten (10) days before every statewide election, the Director of Human Resources & Risk Management shall post the provisions of this section conspicuously at the civic center or elsewhere so that the notice may be seen as Unit members come to their place of work.

#### **SECTION 14 - LUNCH PERIOD:**

An uninterrupted, uncompensated lunch period of thirty (30) minutes or 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 Unit member's supervisor. The time, not the length, of lunch periods may be modified to accommodate childcare pickup and delivery to provider, with the approval of the Department Director.

#### **SECTION 15 - REST PERIOD:**

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

### **ARTICLE VI LAYOFF**

#### **SECTION 1 - PREREQUISITE FOR LAYOFF:**

When as a result of a cutback in personnel it becomes necessary to initiate a layoff of Unit members in any representation unit covered by this MOU, the following shall be the prerequisite to such a layoff:

- 1.1** All non-classified part-timers, temporary, seasonal and/or recurrent and probationary Unit members working in the class have been released from the class.
- 1.2** Unit members in the class have been given the opportunity to seek lateral transfers to existing vacant positions. Such transfer requests shall not be denied except for just cause.
- 1.3** Management will meet and consult with the representatives of AFSCME, Local 809 over alternative courses of action to avoid such layoff.
- 1.4** Notice of actual layoff shall be given no less than forty-five (45) calendar days before the date of implementation. Such notice shall include:
  - a. Classification where layoff is to occur;
  - b. Seniority list by total continuous City tenure of Unit members in the affected class;
  - c. List of current permanent vacancies in all classes represented by AFSCME, Local 809;
  - d. Separate notice to any Unit member in the class 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 annual evaluations within the preceding three (3) years shall be laid off first.
- 2.2** Next layoff shall occur on the basis of City-wide tenure, the least senior Unit member based on total continuous employment shall be laid off first and any subsequent layoff shall proceed to the next least senior.
- 2.3** Ties in tenure – Where the total and continuous employment of two (2) Unit members are of the same length, seniority shall be decided by the drawing of lots.

## **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 in the same occupational grouping. Occupational groupings are attached as Exhibit B.
- 3.2** If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this article. However, in no event can a Unit member displace someone with more Citywide seniority except as permitted by Section 2.1 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 demotion.
- 4.2** The recall list shall be kept by Human Resources and shall be used in order when any vacancy for that class 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 occurs 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 the duties of the class. The individual shall still be required to meet the minimum standards of the class.

## **SECTION 5 - LAYOFF FROM OTHER REPRESENTATIONAL UNITS:**

In the case of a layoff in a classification not covered by this agreement, a Unit member who had previous employment in a classification covered by this agreement shall have the same rights as listed in Section 3 “Voluntary Demotion” provided, however, that such Unit member’s seniority shall be based solely upon total employment in classifications covered by this agreement.

**SECTION 6 - SEVERANCE PACKAGE:**

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

- 6.1 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.
- 6.2 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 VII  
NON-DISCRIMINATION**

The City will not discriminate in the treatment of a Unit member on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, pregnancy related conditions, union activity, union membership, or military and veteran status of any person.

**ARTICLE VIII  
HEALTH AND SAFETY**

**SECTION 1 - SAFETY RESPONSIBILITIES:**

- 1.1 The City and AFSCME shall make a good faith effort to provide and maintain a safe and healthful place of employment.
- 1.2 Unit members shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by any law, occupational safety or health standard, safety order, or safety rule and regulation. 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 or be in any 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, and if such violation would create a real hazard to the Unit member.

**SECTION 2 - SAFETY COMMITTEE:**

The City and AFSCME shall jointly participate in an advisory safety committee. The membership of the safety committee shall consist of two (2) City representatives designated by the City Manager from the union, two (2) Unit member representatives designated from and by each other recognized Unit member organization of the City, and the safety officer. The safety committee shall make a good faith effort in an advisory capacity to provide and maintain a safe and healthful place of employment. The safety committee shall meet on a monthly basis or other agreed schedule.

### **SECTION 3 - 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.

- 3.1** The City shall provide safety shoes to eligible Unit members based upon the recommendation of the safety committee as to the type best suited to the work performed. The City shall pay the full cost of safety shoes without limitation as to style, brand or number of pairs.
- a. Management shall have the exclusive authority to determine eligibility standards of replacement safety shoes. A Unit member's request for replacement of safety shoes shall not be approved unless the need for such new safety shoes is based on normal wear as determined by management.
  - b. If deemed necessary by management, the installation of new insoles could be permitted in lieu of purchasing new shoes.

### **SECTION 4 - PESTICIDE SAFETY:**

A Unit member shall not use Class I pesticides without proper authorization. The City shall comply with laws, regulations, standards and orders governing the use of pesticides.

### **SECTION 5 - USE OF VETERANS 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 time of renewal.

For the purposes of this section, family shall mean those family members eligible for coverage under the CalPERS Health Insurance provided by the City.

### **SECTION 6 - CLASS "A" AND "B" DRIVERS LICENSE REQUIREMENT:**

**6.1** The City shall pay the license fee for Class A and B Driver's Licenses.

**6.2** The City shall pay for medical examinations required for Class A and B Driver's Licenses.

### **SECTION 7 - FIRST AID AND CPR:**

Provided that the subject training can be provided by certified in-house staff, on a voluntary basis, the City will provide First Aid training and certification and Cardio-Pulmonary Resuscitation (CPR) training and certification to all unit members within the Crafts and Trades Unit who work out in the field, at no cost to the unit members. Training for new unit members within the Crafts and Trades Unit who work

out in the field shall be offered at least annually and re-certification trainings will be offered in conformance with the required recertification dates of the American Red Cross.

**ARTICLE IX**  
**DISCIPLINE AND DISCHARGE**

**SECTION 1 - JUST CAUSE:**

A Unit member covered by this MOU may be suspended without pay, demoted or discharged for just cause. A Unit member's suspension without pay may be achieved through a temporary decrease in step without any loss of work by the Unit member; the step decrease shall not exceed the period of time necessary to achieve the loss of pay equivalent to a stated suspension; and it shall not affect the Unit member's step anniversary date. Unit members, other than probationary, shall have the right of appeal.

**SECTION 2 - REPRESENTATION:**

- 2.1 Unit members may be represented by a Union representative or legal counsel at predisciplinary conferences and/or post-disciplinary appeal hearings.
- 2.2 Advocates of the Union who are City Unit members shall at all times be treated with respect by the City.

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

**SECTION 1 - GRIEVANCE DEFINED:**

A grievance is a complaint that there has been a violation of this MOU. The Unit member and/or the Unit member's designated representative bringing such a claim shall state how the violation affects their wages, hours, working conditions, or job security as provided for in this MOU.

**SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE:**

When a Unit member has a complaint, the Unit member and/or the Unit member's designated representative shall first informally discuss the matter with the Unit member's immediate supervisor within twelve (12) working days from the incident or decision generating the grievance. If after the discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the Unit member and/or Unit member's designated representative shall have the right to informally discuss the complaint with the supervisor's immediate superior. If after such a discussion, the complaint has not been satisfactorily resolved, the Unit member shall have the right to file a formal grievance.

**SECTION 3 - FORMAL GRIEVANCE PROCEDURE:**

The formal grievance shall be used to resolve a Unit member's complaint not satisfactorily resolved by informal discussion.

- 3.1 A Unit member shall have the right to present a formal grievance, in writing, within twelve (12) working days after the discussion of the grievance with the immediate supervisor and the immediate supervisor's superior. All formal grievances shall state the violation of this MOU and

how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's suggested solution.

- 3.2 The formal grievance shall be presented to the Division Manager. The Division Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Division Manager shall render a written decision regarding its merits. If the Division Manager's decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the formal grievance to the Department Director of the work group. 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 the receipt of the decision of the Division Manager. Failure of the Division Manager to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.
- 3.3 When the Unit member presents a formal grievance to the Department Director, the Department Director shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Department Director shall render a written decision regarding its merits. If the Department Director's decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's representative may present the formal grievance to the City Manager. 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 the receipt of the decision of the Department Director. Failure of the Department Director to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.
- 3.4 When the Unit member presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the City Manager shall render a written decision regarding its merits. The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Should the City Manager fail to render a written decision within twelve (12) working days, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.
- 3.5 If the decision of the City Manager does not resolve the grievance to the Unit member's satisfaction, the Unit member, and/or the Union, may sue for redress of grievance.

#### **SECTION 4 - NON-DEPARTMENTAL GRIEVANCES:**

- 4.1 Grievances resulting from decisions or actions outside the departmental chain-of-command shall be initiated by the Unit member and/or the Unit member's representative with the Department Director of the work group from which a complaint generates. The Unit member and/or the Unit member's designated representative shall first informally discuss the matter with the Department Director (or Assistant City Manager, if the complaint is the result of decisions or actions generated by the City Manager's work group) within twelve (12) working days from the incident or decision generating the grievance. If the informal discussion does not satisfactorily resolve the grievance, the Unit member shall have the right to file a formal grievance, in writing, with the Department Director (or Assistant City Manager, if applicable), within twelve (12)

working days after the informal discussion of the grievance with the Department Director (or Assistant City Manager, if applicable). The formal grievance shall state the violation of this MOU and how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's suggested solution.

- 4.2** When the Unit member presents a formal grievance to the Department Director (or Assistant City Manager, if applicable), the Department Director (or Assistant City Manager, if applicable) shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Department Director (or Assistant City Manager, if applicable) shall render a written decision regarding its merits. If the Department Director's (or Assistant City Manager's, if applicable) decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's representative may present the formal grievance to the City Manager. 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 the receipt of the decision of the Department Director (or Assistant City Manager, if applicable). Failure of the Department Director (or Assistant City Manager, if applicable) to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.
- 4.3** When the Unit member presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the City Manager shall render a written decision regarding its merits. The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Should the City Manager fail to render a written decision within twelve (12) working days, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.
- 4.4** If the decision of the City Manager does not resolve the grievance to the Unit member's satisfaction, the Unit member, and/or the Union, may sue for redress of grievance.
- 4.5** Grievances resulting from decisions or actions of the Director of Human Resources & Risk Management shall be initiated by the Unit member and/or the Unit member's representative with the Director of Human Resources & Risk Management. The Unit member and/or the Unit member's designated representative shall first informally discuss the matter with the Director of Human Resources & Risk Management within twelve (12) working days from the incident or decision generating the grievance. If the informal discussion does not satisfactorily resolve the grievance, the Unit member shall have the right to file a formal grievance, in writing, with the Director of Human Resources & Risk Management, within twelve (12) working days after the informal discussion of the grievance with the Director of Human Resources & Risk Management. The formal grievance shall state the violation of this MOU and how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's suggested solution.
- 4.6** When the Unit member presents a formal grievance to the Director of Human Resources & Risk Management, the Director of Human Resources & Risk Management shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Director of Human Resources & Risk Management shall render a written decision regarding its merits. If the Director of Human

Resources & Risk Management decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's representative may present the formal grievance to the City Manager. 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 the receipt of the decision of the Director of Human Resources & Risk Management. Failure of the Director of Human Resources & Risk Management to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.

**4.7** When the Unit member presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the City Manager shall render a written decision regarding its merits. The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Should the City Manager fail to render a written decision within twelve (12) working days, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.

**4.8** If the decision of the City Manager does not resolve the grievance to the Unit member's satisfaction, the Unit member, and/or the Union, may sue for redress of grievance.

#### **SECTION 5 - REPRISALS:**

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

### **ARTICLE XI APPEAL PROCEDURES**

#### **SECTION 1 - REQUEST FOR DISCIPLINARY HEARING:**

A non-probationary Unit member, or a Unit member who is on a promotional probationary period who is disciplined for other than failure to pass probation, who believes he or she has been suspended, or demoted without alleged just cause shall have the right to appeal the imposition of that disciplinary action. When a Unit member and/or the Unit member's designated representative or the Unit member's legal counsel, 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 twelve (12) working 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 conducted in private, under no circumstances shall the hearing be open to the public. 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 City shall schedule 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 the witnesses.



### **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 terminations, or where the Union does not participate in the appeal and pay half of all hearing costs.
- 3.2** The hearing officer shall be a neutral third party for all disciplinary appeals involving suspension of more than forty hours or termination.
- 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 purpose 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.
  - b. The selection process shall consist of the City and 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 process.
  - c. The cost for the hearing officer shall be shared equally by the City and the Union.

### **SECTION 4 - REPRESENTATION AT DISCIPLINARY HEARING:**

At the disciplinary hearing, the Unit member may appear personally, and shall have the right to be represented by the Union or by legal counsel. The Unit member and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

### **SECTION 5 - BURDEN OF PROOF AND EVIDENCE:**

The City shall have the burden of proof at the disciplinary hearing 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 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. Disciplinary hearings shall be tape-recorded.

### **SECTION 7 - HEARING OFFICER'S DECISION:**

Within thirty (30) calendar days after conclusion of the evidentiary and argument portions of the disciplinary hearing, the hearing officer shall issue a written decision containing findings of the 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 and binding resolution of any disciplinary action and no further appeal shall be permitted.

**ARTICLE XII**  
**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 following matters shall be within the exclusive authority of the City.

- 1.1** 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:
- 1.2** Determine issues of public policy;
- 1.3** Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;
- 1.4** Expand or diminish services;
- 1.5** Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract out any work or operation;
- 1.6** 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;
- 1.7** Determine job classifications;
- 1.8** Appoint, transfer, promote, demote, and lay off Unit members for lack of work or other appropriate reasons;
- 1.9** Initiate disciplinary action;
- 1.10** Determine policies, procedures, and standards for selection, training and promotion of Unit members;
- 1.11** Establish Unit member performance standards, including but not limited to quality and quantity standards;
- 1.12** Maintain the efficiency of governmental operations;
- 1.13** Exercise complete control and discretion over its organization, and the technology of performing its work and services;
- 1.14** Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and
- 1.15** Determine any and all necessary actions to carry out its mission in emergencies.

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

**SECTION 2 - CONCERTED REFUSAL TO WORK:**

**2.1** If a Unit member participates in any manner in any strike, sympathy strike, work stoppage, slowdown, sick-in or other concerted refusal to work or participates in any manner in 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 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, sympathy strike, work stoppage, slowdown, sick-in, or other concerted refusal to work by Unit members 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 XIII**  
**UNION RIGHTS**

**SECTION 1 - EXCLUSIVE REPRESENTATION:**

It is agreed by and between the Union and the City that AFSCME, Local 809 is the exclusive representative of Unit members covered by this agreement. As such, the Union shall be the only agent providing representation for grievances and disciplinary hearings and for all terms and conditions of employment. At the disciplinary hearing, the Unit member may appear personally, may be represented by the Union or by legal counsel. If a Unit member requests representation for grievances, it shall be through the Union.

**SECTION 2 - BULLETIN BOARD:**

The City will provide the Union ample space on four (4) bulletin boards. These boards shall be located at City Hall, adjacent to the City Clerk's office and at the City's Corporate Yard. Where the City does not have an existing bulletin board, the Union shall supply it.

**SECTION 3 - E-MAIL ACCESS:**

The City will set up e-mail addresses for all Full-Time AFSCME-represented Unit members in the City's e-mail system.

#### **SECTION 4 - NEGOTIATIONS:**

The City and the Union agree that this MOU covers a five (5) year contract term from July 1, 2016 to June 30, 2021. The Union will submit a list of requests no later than February 2021. Negotiations on a successor MOU shall begin in March of 2021. The number of negotiating members for the Union shall be no more than two (2) members from each of the three units represented by AFSCME, Local 809 including the President of the local, and an AFSCME Union representative. The City and the Union shall reach agreement on ground rules for negotiations at the first scheduled meet and confer session in March 2021.

#### **SECTION 5 - UNION OFFICERS:**

- 5.1 Union officers shall continue to receive release time leave as described in this MOU to perform official Union duties, with the understanding that their Union duties shall not interfere with the effective and efficient performance of their assigned job responsibilities, or interfere with the efficiency, safety and security of City operations.
- 5.2 The Union will provide the City a current list of all officers, stewards and representatives on a quarterly basis.

#### **SECTION 6 - POLITICAL ACTION FUND:**

The City will provide payroll deduction for political action fund "PEOPLE" and remit same to AFSCME.

#### **SECTION 7 - RELEASE TIME:**

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

- 7.1 Upon advance notice and unless the Unit member's or designated representative's use of release time interferes with departmental operations, the immediate supervisor shall permit a Unit member and one designated representative to use release time as time off work with pay in order to prepare a formal grievance or to appeal a disciplinary action.
- 7.2 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 predisciplinary conference or disciplinary hearing unless it interferes with departmental operations. Additional requests for release time to prepare for a formal grievance or to appeal a disciplinary action must be approved in advance by the appointing authority which includes inspection of Unit members personnel file for disciplinary appeals.
- 7.3 A Unit member's designated representative may use release time to be present at the presentation of a grievance, a predisciplinary conference, or disciplinary hearing.
- 7.4 Representatives and officers of recognized employee organizations will be permitted to use release time to attend labor contract negotiations sessions scheduled by the City. The number of the labor contract negotiating committee members for the union shall be no more than two (2) members from each of the three units represented by AFSCME, Local 809 including the

president of the local, and an AFSCME union representative. Up to four representatives of the recognized Unit member organization will be permitted to use release time to attend meet-and-confer sessions scheduled by the City, three representatives may attend labor/management meetings, and two representatives may attend Personnel Subcommittee meetings.

- 7.5 AFSCME shall be permitted monthly paid release time for executive board meetings; such meetings shall not exceed two work hours.
- 7.6 Unit member organizations may request release time from the employer-employee relations officer for a special meeting not covered in this provision. Such requests shall be in writing stating the reasons for such request.
- 7.7 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.
- 7.8 The AFSCME, Local 809 President shall have eight (8) hours per month paid release time, approved in advance quarterly by his or her immediate supervisor.
- 7.9 Release time is to be used to cover labor relations activities that occur during a Unit member's normal work hours. It does not add to a Unit member's normal work schedule nor create any overtime obligation. Any hours expended outside normal work hours shall not count as release time, shall be uncompensated by the City, and are the personal responsibility of the Unit member and/or the Union. However, the City Manager or the Director of Human Resources & Risk Management may pre-authorize overtime for labor relations related purposes.
- 7.10 Release time is not available for labor relations related administrative or legal procedures, except that the Union 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.
- 7.11 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 8 - BIDDING ON IN-HOUSE SERVICES:**

Prior to the City initiating the official bid process, the Union shall have the opportunity to present to the City a bid to keep services in-house. This opportunity shall be part of the required meet and confer process. If the request is reasonable, the City will provide the Union with information not normally available to the Union.

**SECTION 9 - PERSONNEL FILES:**

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

**SECTION 10 - UNION MEETINGS:**

- 10.1 The City shall provide free of cost to AFSCME, the use of City facilities to conduct Union meetings related to the City of Carson representation, no more than twice per month. This free use of City facilities is restricted to AFSCME Local 809 and shall not be used by any other organization or affiliates.
- 10.2 AFSCME will be permitted to bring food and refreshments from outside entities to said meetings.

**ARTICLE XIV**  
**UNION SECURITY**

**SECTION 1 - UNION MEMBERSHIP AND DUES DEDUCTION:**

- 1.1 Union may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Union, from the wages and salaries of Union members. Union hereby certifies that Union has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, Union membership dues shall be deducted each pay period in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Union. Remittance of the aggregate amount of all such monies shall be made by the City to the Union at the conclusion of each month payroll period in which said dues were deducted. Union shall defend, indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with this section.
- 1.2 Changes to the payroll deduction shall commence on the pay period after the authorization or written notification is received by the City.

**SECTION 2 - MAINTENANCE OF MEMBERSHIP:**

Any represented employees who have authorized Union dues deductions on the effective date of 10/23/18, which is when City Council adopted the provision in the Tentative Agreement which forms the basis for this provision in this MOU, or at any time subsequent to the effective date of such Tentative Agreement, shall continue to have such dues deduction made by the City; provided, however, that any requests to revoke or change Union membership deductions must be referred to the Union. Union shall defend, indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with this section.

**SECTION 3 - UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION:**

- 3.1** 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).
- 3.2** 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 once a quarter.
- 3.3** 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 XV  
OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION**

**SECTION 1 - STATUS OF GRANT-FUNDED UNIT MEMBERS:**

Full-Time grant funded Unit members shall be considered City Unit members and will receive all benefits and rights conferred by this agreement.

**SECTION 2 - UNION MANAGEMENT MEETINGS:**

The City and the Union agree to meet on at least a quarterly basis for the duration of this agreement to discuss matters of mutual concern and establish a system of communication between Unit members and management for the purpose of improving even further delivery of services, efficiency of operations and Unit member morale.

**SECTION 3 - PROMOTIONAL OPPORTUNITIES:**

- 3.1** The City will make a good faith effort to promote and transfer from within.
- 3.2** The City will recruit for and establish eligibility lists for all vacant budgeted positions unless formally frozen by Council.

#### **SECTION 4 - LATERAL TRANSFERS:**

- 4.1** Unit members who wish to be considered for lateral transfer must complete a lateral transfer form and place it on file with the Human Resources Department. When the Director of Human Resources & Risk Management, or designee, receives an approved requisition for a position where a Unit member has filed a lateral transfer form, the Human Resources 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.
- 4.2** Lateral transfer candidates shall advance 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 5 - TYPING CERTIFICATES:**

Typing certificates verifying typing speeds of sixty-five (65) words per minute or greater shall be considered to be valid for thirty-six (36) months from the date of issuance.

#### **SECTION 6 - PERSONNEL SUBCOMMITTEE:**

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

### **ARTICLE XVI MODIFICATION AND DURATION**

#### **SECTION 1 - 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 2 - DURATION:**

- 2.1** This MOU shall be binding on the City and AFSCME when approved and adopted by the City Council.
- 2.2** Except as otherwise provided herein this MOU covers a five (5) year contract term from July 1, 2016 to June 30, 2021 and shall be in full force and effect from the 1st day of July, 2016 and shall remain in full force and effect up to and including the 30th day of June, 2021; provided, however, that the salary levels, benefits and other money items, specified herein shall become effective as indicated.



**SECTION 3 - REOPENERS:**

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

- a. Opportunity to Work Overtime: The parties agree to a reopener during the term of this MOU to meet and confer over this Art. III, Section 18 provision.
- b. Workers Compensation Leave: The parties agree to a reopener during the term of this MOU to discuss the City's proposal to not offset workers' compensation/temporary disability payments against long-term disability and that employees shall not be allowed to transition from workers' compensation/temporary disability to long term disability while still suffering from an occupational injury.
- c. Short and Long Term Disability Insurance: The parties agree to a reopener during the term of this MOU to discuss the City's proposal to change the short and long-term disability benefit on base salary only, not including special compensation.
- d. Biometric Timekeeping: The parties agree to a reopener during the term of this MOU to discuss the City's proposal to implement biometric timekeeping.
- e. Medical Premiums: The parties agree to a reopener on or about July 2019 for the purposes of discussing the 2020 medical premiums rates and the City's contributions thereto.

**SECTION 4 – SUCCESSOR MOU LANGUAGE UPDATES:**

After City Council adoption of the Tentative Agreement and direction given to the parties to prepare a successor AFSCME MOU, the parties agree that said successor AFSCME MOU shall be reviewed and language updated with any proposed changes not mentioned within the Tentative Agreement requiring mutual agreement by City and AFSCME.

[SIGNATURES ON NEXT PAGE]

**A MEMORANDUM OF UNDERSTANDING FOR THE PERIOD  
JULY 1, 2016 THROUGH JUNE 30, 2021  
BETWEEN THE CITY OF CARSON AND EMPLOYEES ASSIGNED  
TO CLASSIFIED POSITIONS REPRESENTED BY THE AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
UNION (AFSCME), COUNCIL 36, LOCAL 809  
PASSED, APPROVED AND ADOPTED THIS \_\_\_DAY OF \_\_\_\_\_ 20\_\_**

AFSCME LOCAL 809

CITY OF CARSON

---

Salvador Ortega  
President

---

Sharon Landers  
City Manager

---

Lima Tuuu  
Vice President

---

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

---

Nancy Rusas  
Recording Secretary

---

Tarik Rahmani  
Director of Finance

---

Mary Garcia  
Treasurer

---

Cesar Sicairos  
Board Member

---

Colin Tanner  
Deputy City Attorney/Labor Negotiator

---

Anthony Rockhold  
Board Member

---

Tony Rodriguez  
Board Member

---

Bob Adams  
Business Representative

**APPENDIX A**  
**DESIGNATED APPROPRIATE UNITS**  
**CLERICAL AND TECHNICAL UNIT**

Account Clerk  
Accounts Payable Specialist I (Job Series)  
Accounts Payable Specialist II (Job Series)  
Administrative Secretary  
Business License Specialist I (Job Series)  
Business License Specialist II (Job Series)  
Central Services Technician  
Code Enforcement Aide (Job Series)  
Code Enforcement and Collections Officer  
Code Enforcement Officer (Job Series)  
Construction Inspector  
Coordinator, Records Management  
Division Secretary  
Division Secretary-Information Technology  
Employment & Business Development Assistant  
Employment Specialist  
Engineering Technician  
Graphic Designer I (Job Series)  
Graphic Designer II (Job Series)  
Office Clerk (Job Series)  
Parking Control Officer  
Payroll Specialist I (Job Series)  
Payroll Specialist II (Job Series)  
Planning Secretary  
Planning Technician I (Job Series)  
Planning Technician II (Job Series)  
Purchasing Specialist I (Job Series)  
Purchasing Specialist II (Job Series)  
Resource Center Technician  
Revenue Inspector  
Senior Account Clerk I (Job Series)  
Senior Account Clerk II (Job Series)  
Senior Central Services Technician  
Senior Clerk  
Senior Construction Inspector  
Senior Storekeeper  
Storekeeper  
Typist Clerk I (Job Series)  
Typist Clerk II (Job Series)  
Youth Services Officer

**APPENDIX A (CONT.)**  
**DESIGNATED APPROPRIATE UNITS**  
**CRAFTS AND TRADES UNIT**

Assistant Facilities Maintenance Technician (Job Series)  
Assistant Groundswoker (Job Series)  
Assistant Maintenance Worker (Job Series)  
Assistant Tree Trimmer (Job Series)  
Bus Driver  
Custodian  
Electrician  
Equipment Mechanic I (Job Series)  
Equipment Mechanic II (Job Series)  
Equipment Service Worker (Job Series)  
Event Services Worker I (Job Series)  
Event Services Worker II (Job Series)  
Event Services Worker III (Job Series)  
Facilities Maintenance Technician I (Job Series)  
Facilities Maintenance Technician II (Job Series)  
Groundswoker I (Job Series)  
Groundswoker II (Job Series)  
Heavy Equipment Operator  
HVAC Technician  
Irrigation Technician  
Lead Facilities Maintenance Technician  
Locksmith  
Maintenance Worker I (Job Series)  
Maintenance Worker II (Job Series)  
Painter  
Plumber  
Pool Maintenance Specialist  
Senior Bus Driver  
Senior Custodian  
Senior Equipment Mechanic  
Senior Groundswoker  
Senior Maintenance Worker I  
Senior Maintenance Worker II  
Senior Tree Trimmer  
Tree Trimmer I (Job Series)  
Tree Trimmer II (Job Series)

**APPENDIX A (CONT.)**  
**DESIGNATED APPROPRIATE UNITS**  
**PROFESSIONAL/MIDDLE MANAGEMENT UNIT**

Adult Sports Coordinator I (Job Series)  
Adult Sports Coordinator II (Job Series)  
Aquatics Program Supervisor  
Assistant Events Coordinator (Job Series)  
Assistant Recreation Coordinator  
Buyer  
Community Services Coordinator I (Job Series)  
Community Services Coordinator II (Job Series)  
Early Childhood Instructor  
Early Childhood Program Supervisor  
Events Coordinator (Job Series)  
Event Services Coordinator I (Job Series)  
Event Services Coordinator II (Job Series)  
Kids Club Coordinator I (Job Series)  
Kids Club Coordinator II (Job Series)  
Recreation Center Supervisor I (Job Series)  
Recreation Center Supervisor II (Job Series)  
Recreation Coordinator  
Recreation Permits Coordinator I (Job Series)  
Recreation Permits Coordinator II (Job Series)  
Recreation Program Supervisor  
Senior Code Compliance Specialist  
Senior Recreation Center Supervisor  
Seniors Assisted Living Coordinator I (Job Series)  
Seniors Assisted Living Coordinator II (Job Series)  
Seniors Recreation Program Coordinator I (Job Series)  
Seniors Recreation Program Coordinator II (Job Series)  
Social Services Coordinator I (Job Series)  
Social Services Coordinator II (Job Series)  
Special Needs Recreation Coordinator I (Job Series)  
Special Needs Recreation Coordinator II (Job Series)  
Transportation Coordinator I (Job Series)  
Transportation Coordinator II (Job Series)  
Youth Sports Coordinator I (Job Series)  
Youth Sports Coordinator II (Job Series)

**APPENDIX B  
OCCUPATIONAL GROUPINGS**

		<b>Salary Range No.</b>
1)	Senior Code Compliance Specialist.....	346
	Code Enforcement and Collection Officer .....	345
	Revenue Inspector .....	343
	Code Enforcement Officer (Job Series).....	342
	Youth Services Officer .....	341
	Business License Specialist II* (Job Series) .....	336
	Business License Specialist I* (Job Series).....	334
	Code Enforcement Aide (Job Series) .....	333
	Parking Control Officer .....	326
2)	Construction Inspector .....	339
3)	Senior Central Services Technician .....	334
	Central Services Technician .....	328
4)	Graphic Designer II (Job Series).....	337
	Graphic Designer I (Job Series).....	335
5)	Employment Specialist.....	341
6)	Administrative Secretary.....	338
	Planning Secretary .....	337
	Business License Specialist II* (Job Series) .....	336
	Division Secretary/Resource Center Technician .....	335
	Division Secretary-Information Technology .....	335
	Resource Center Technician .....	335
	Business License Specialist I* (Job Series).....	334
	Senior Clerk/Employment & Business Development Assistant.....	330
	Typist Clerk II (Job Series).....	326
	Typist Clerk I (Job Series).....	324
	Office Clerk (Job Series) .....	322
7)	Buyer* .....	344
	Accounts Payable Specialist II (Job Series)/Purchasing Specialist II (Job Series)/ Payroll Specialist II (Job Series)/Senior Account Clerk II* (Job Series).....	336
	Accounts Payable Specialist I (Job Series)/Purchasing Specialist I (Job Series)/ Payroll Specialist I (Job Series)/Senior Account Clerk I* (Job Series).....	334
	Account Clerk.....	332

(\* Denotes minimum qualifications required.)

**APPENDIX B (CONT.)  
OCCUPATIONAL GROUPINGS**

		<b>Salary Range No.</b>
8)	Planning Technician II (Job Series) .....	341
	Planning Technician I (Job Series) .....	339
9)	Senior Equipment Mechanic .....	341
	Equipment Mechanic II (Job Series) .....	338
	Equipment Mechanic I (Job Series).....	335
	Equipment Service Worker (Job Series).....	331
10)	HVAC Technician.....	345
	Electrician .....	343
	Plumber.....	340
	Pool Maintenance Specialist.....	337
	Lead Facilities Maintenance Technician .....	338
	Painter .....	338
	Locksmith .....	338
	Facilities Maintenance Technician II (Job Series).....	335
	Facilities Maintenance Technician I (Job Series).....	329
	Senior Custodian.....	328
	Assistant Facilities Maintenance Technician (Job Series).....	327
	Custodian .....	325
11)	Senior Tree Trimmer .....	340
	Irrigation Technician .....	335
	Senior Groundswoker.....	334
	Tree Trimmer II (Job Series) .....	333
	Groundswoker II (Job Series).....	331
	Senior Custodian.....	328
	Groundswoker I (Job Series)/Tree Trimmer I (Job Series).....	327
	Assistant Groundswoker (Job Series)/Assistant Tree Trimmer (Job Series) .....	325
	Custodian .....	325
12)	Senior Maintenance Worker II.....	341
	Senior Maintenance Worker I.....	339
	Lead Facilities Maintenance Technician .....	338
	Heavy Equipment Operator .....	337
	Facilities Maintenance Technician II (Job Series).....	335
	Maintenance Worker II (Job Series).....	331
	Facilities Maintenance Technician I (Job Series).....	329
	Senior Custodian.....	328
	Maintenance Worker I (Job Series) .....	326
	Custodian .....	325
	Assistant Maintenance Worker (Job Series).....	324

**APPENDIX B (CONT.)  
OCCUPATIONAL GROUPINGS**

		<b>Salary Range No.</b>
13)	Senior Recreation Center Supervisor .....	349
	Aquatics Program Supervisor .....	346
	Recreation Center Supervisor II (Job Series)/Recreation Program Supervisor.....	346
	Adult Sports Coordinator II (Job Series)/Community Services Coordinator II (Job Series)/Event Services Coordinator II (Job Series)/Kids Club Coordinator II (Job Series)/Recreation Center Supervisor I (Job Series)/Recreation Permits Coordinator II (Job Series)/Seniors Assisted Living Coordinator II (Job Series)/Seniors Recreation Program Coordinator II (Job Series)/Social Services Coordinator II (Job Series)/Special Needs Recreation Coordinator II (Job Series)/Transportation Coordinator II (Job Series)/Youth Sports Coordinator II (Job Series) .....	343
	Adults Sports Coordinator I (Job Series)/Community Services Coordinator I (Job Series) Coordinator, Recreation/ Event Services Coordinator I (Job Series)/Kids Club Coordinator II (Job Series)/Recreation Permits Coordinator I (Job Series)/Seniors Assisted Living Coordinator I (Job Series)/Seniors Recreation Program Coordinator I (Job Series)/Social Services Coordinator I (Job Series)/Special Needs Recreation Coordinator I (Job Series)/Transportation Coordinator I (Job Series)/Youth Sports Coordinator I (Job Series) .....	341
	Events Coordinator (Job Series) .....	337
	Assistant Recreation Coordinator .....	335
	Assistant Events Coordinator (Job Series) .....	331
14)	Early Childhood Program Supervisor.....	346
	Early Childhood Instructor .....	330
15)	Senior Storekeeper .....	334
	Storekeeper .....	330
16)	Engineering Technician .....	340
17)	Senior Bus Driver/ .....	332
	Bus Driver.....	330
18)	Coordinator, Records Management .....	339
19)	Event Services Worker III (Job Series).....	331
	Event Services Worker II (Job Series) .....	326
	Event Services Worker I (Job Series) .....	324



## APPENDIX C - JOB SERIES POSITIONS

### Article III, Section 4

	LEVEL 1		LEVEL 2		LEVEL 3	
#	Classification	Salary Range	Classification	Salary Range	Classification	Salary Range
1	Accounts Payable Specialist I	334	Accounts Payable Specialist II	336	N/A	N/A
2	Adult Sports Coordinator I	341	Adult Sports Coordinator II	343	N/A	N/A
3	Assistant Events Coordinator	331	Events Coordinator	337	N/A	N/A
4	Assistant Facilities Maintenance Technician	327	Facilities Maintenance Technician I	329	Facilities Maintenance Technician II	335
5	Assistant Groundswoker	325	Groundswoker I	327	Groundswoker II	331
6	Assistant Maintenance Worker	324	Maintenance Worker I	326	Maintenance Worker II	331
7	Assistant Tree Trimmer	325	Tree Trimmer I	327	Tree Trimmer II	333
8	Business License Specialist I	334	Business License Specialist II	336	N/A	N/A
9	Code Enforcement Aide	333	Code Enforcement Officer	342	N/A	N/A
10	Community Services Coordinator I	341	Community Services Coordinator II	343	N/A	N/A
11	Equipment Service Worker	331	Equipment Mechanic I	335	Equipment Mechanic II	338
12	Event Services Coordinator I	341	Event Services Coordinator II	343	N/A	N/A
13	Event Services Worker I	324	Event Services Worker II	326	Event Services Worker III	331
14	Graphic Designer I	335	Graphic Designer II	337	N/A	N/A
15	Kids Club Coordinator I	341	Kids Club Coordinator II	343	N/A	N/A
16	Office Clerk	322	Typist Clerk I	324	Typist Clerk II	326
17	Payroll Specialist I	334	Payroll Specialist II	336	N/A	N/A
18	Planning Technician I	339	Planning Technician II	341	N/A	N/A
19	Purchasing Specialist I	334	Purchasing Specialist II	336	N/A	N/A
20	Recreation Center Supervisor I	343	Recreation Center Supervisor II	346	N/A	N/A
21	Recreation Permits Coordinator I	341	Recreation Permits Coordinator II	343	N/A	N/A
22	Senior Account Clerk I	334	Senior Account Clerk II	336	N/A	N/A
23	Seniors Assisted Living Coordinator I	341	Seniors Assisted Living Coordinator II	343	N/A	N/A
24	Seniors Recreation Program Coordinator I	341	Seniors Recreation Program Coordinator II	343	N/A	N/A
25	Seniors Services Coordinator I	341	Seniors Services Coordinator II	343	N/A	N/A
26	Special Needs Recreation Coordinator I	341	Special Needs Recreation Coordinator II	343	N/A	N/A
27	Transportation Coordinator I	341	Transportation Coordinator II	343	N/A	N/A
28	Youth Sports Coordinator I	341	Youth Sports Coordinator II	343	N/A	N/A

**APPENDIX D**  
**DIFFERENTIAL PAY FOR CERTAIN “SENIOR” CLASSIFICATIONS**  
Article III, Section 6

<b>#</b>	<b>Senior Classification</b>	<b>Salary Range</b>	<b>Highest Subordinate</b>	<b>Salary Range</b>
1	HVAC Technician	345	Facilities Maintenance Technician II	335
2	Electrician	343	Facilities Maintenance Technician II	335
3	Senior Maintenance Worker II	341	Heavy Equipment Operator	337
4	Senior Tree Trimmer	340	Heavy Equipment Operator	337
5	Plumber	340	Pool Maintenance Specialist	337
6	Senior Maintenance Worker I	339	Maintenance Worker II	331
7	Lead Facilities Maintenance Technician	338	Facilities Maintenance Technician II	335
8	Locksmith	338	Facilities Maintenance Technician II	335
9	Painter	338	Facilities Maintenance Technician II	335
10	Irrigation Technician	335	Groundworker II	331
11	Senior Groundworker	334	Groundworker II	331
12	Senior Custodian	328	Custodian	325