



**TENTATIVE AGREEMENT
AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CARSON AND
THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION (CPSA)
Representing the Professional and Supervisory Employees Bargaining Unit**

Per California Government Code Section 3505.1

The Memorandum of Understanding ("MOU") between the City of Carson ("City") and the Carson Professionals and Supervisors Association ("Union" or "CPSA") representing the Professional and Supervisor Bargaining Unit dated July 1, 2021 to June 30, 2024 ("CPSA MOU 2021-2024") is set to expire on June 30, 2024. (Attachment 1.) CPSA MOU 2021-2024 was formally executed and adopted by Resolution No. 23-117 on July 5, 2023.

CPSA MOU 2021-2024 included Article XIII, Section 6.3, which provided for both parties to consider reopener terms through a meet and confer process during the term of the MOU. The City and CPSA concluded the meet and confer process regarding the reopener terms and have reached a tentative agreement on the reopener provisions, the deal points of which are set forth below and affirmed by the execution of this formal written Tentative Agreement by the parties' labor representatives.

This Tentative Agreement was ratified by the Union on the 8th day of February 2024. This Tentative Agreement shall not become effective until accepted, approved, and adopted by the City of Carson City Council per California Government Code Section 3505 .1, which provides:

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

All terms and conditions of the current CPSA MOU 2021-24 shall remain in full force and effect unless expressly modified or changed herein by this Tentative Agreement and until a successor

MOU is accepted, approved, and adopted by City Council, which shall then supersede and replace this Tentative Agreement and the CPSA MOU 2021-2024.

The following provisions of the CPSA MOU 2021-2024 are amended as follows (deletions in ~~striketrough~~ and additions in underlined italics) and shall become effective upon City Council adoption of this Tentative Agreement:

ARTICLE III – COMPENSATION

SECTION 1. SALARY

1.4 (~~APPLIES TO SUPERVISORS ONLY~~)

All Classifications within ~~this Unit the Supervisory Employees Bargaining Unit~~ who have supervisory job duties in the job specifications, shall be assigned a salary range that is at least fifteen percent (15%) higher at Step F than Step F of the salary range of their highest paid subordinate classification.

SECTION 10. OVERTIME COMPENSATION

10.6 [Call Back Pay] Non-exempt Unit members called in to work at a time other than their scheduled shift or who are called in to work from standby status shall receive overtime compensation for a minimum of three (3) hours regardless of the number of hours actually worked, except that if a Unit member does not report for work within sixty (60) minutes after being called in, such Unit member shall not be entitled to the three (3) hour minimum compensation, but shall be compensated only for the time actually worked.

SECTION 12. HOLIDAY COMPENSATION:

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

Full time non-exempt 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 Article III, Section 10 [Overtime Compensation] and/or Article IV, Section 11 [Holiday Leave], as applicable.

Non-exempt 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 (2.5) times their regular rate of pay, or compensatory leave, credited at two and one-half (2.5) hours for each hour worked on the holiday.

NEW SECTION 23 STAND-BY PAY

If a non-exempt employee is asked by management to be on a stand-by status, the employee may decline to be on stand-by without any adverse employment action, discipline, or retaliation taken against them.

ARTICLE VII CITY RIGHTS

SECTION 1. EXCLUSIVE CITY RIGHTS AND AUTHORITY:

The City retains the exclusive right to manage and direct the performance of City services and the work force performing such services. The City retains the exclusive right to exercise its right to manage and direct the performance of the City services and the work force performing such services. The following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City.

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

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

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

exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

ARTICLE VIII.

SECTION 11. WORK ACCESS:

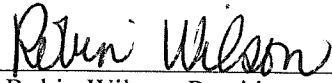
Authorized Association and Union representatives shall be given access to work locations during working hours for the following purposes including but not limited to: ~~investigating~~ and processing *potential* or actual grievances, observing working conditions and posting information on Union bulletins boards.

[SIGNATURES ON THE NEXT PAGE]

CPSA MOU 2021-2024 Reopeners Tentative Agreement (Local 721)
February 8, 2024

CPSA/SEIU LOCAL 809

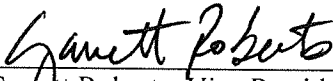
CITY OF CARSON



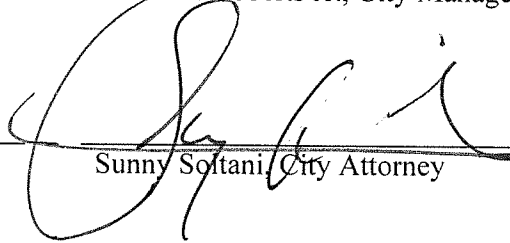
Robin Wilson, President



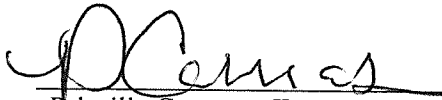
David C. Roberts Jr., City Manager



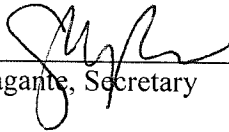
Garrett Roberts, Vice President



Sunny Soltani, City Attorney



Priscilla Carreras, Treasurer



Luchie Magante, Secretary

Attachments: CPSA MOU 2021-2024