

RESOLUTION NO. 22-235

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CARSON, CALIFORNIA,
ESTABLISHING THE SALARY AND BENEFITS
FOR UNCLASSIFIED MANAGEMENT EMPLOYEES
EFFECTIVE NOVEMBER 1, 2022**

ADOPTED NOVEMBER 15, 2022

RESOLUTION NO. 22-235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES EFFECTIVE NOVEMBER 1, 2022, AND RESCINDING RESOLUTION NOS. 14-091, 15-124, 15-125, 16-095, 18-170, AND 22-149 AND ANY OTHER PRIOR SIMILAR RESOLUTIONS

WHEREAS, Section 36506 of the California Government Code requires that the City Council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Section 2304 of the Carson Municipal Code similarly requires that the City Council fix the salaries and compensation of all officers and employees of the City by resolution; and

WHEREAS, the California Public Employees Retirement System ("CalPERS"), through California Code of Regulations, Title 2, Division 1, Chapter 2, Subchapter 1, Article 4, Section 570.5, limits payrates to the amount listed on a pay schedule that meets certain requirements for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1; and

WHEREAS, the City Council has historically adopted a resolution establishing the salary and benefits for unrepresented and unclassified management employees, as distinguished from mid-management, classified, part-time and/or other City employees; and

WHEREAS, the City Council adopted Resolution No. 14-091 on November 18, 2014, establishing the salary and benefits for Unclassified Management Employees; and

WHEREAS, the City Council adopted Resolution No. 15-124 on November 17, 2015, fixing the employer's contribution under the Public Employees' Medical & Hospital Care Act (PEMHCA), effective January 1, 2016; and

WHEREAS, the City Council adopted Resolution No. 15-125 on November 17, 2015, establishing the City of Carson's vesting contribution under section 22893.1 of PEMHCA, effective January 1, 2016; and

WHEREAS, the City Council adopted Resolution No. 16-095 on August 2, 2016, establishing the salary and benefits for Unclassified Management Employees; and

WHEREAS, the City Council adopted Resolution No. 18-170 on December 4, 2018, establishing the salary and benefits for Unclassified Management Employees; and

WHEREAS, the City Council adopted Resolution No. 22-149 on November 1, 2022, establishing the salary and benefits for Unclassified Management Employees; and

WHEREAS, after discussions between the City Council, City Manager and the affected unrepresented and Unclassified Management Employees regarding updating the pre-existing salary and benefits resolution for Unclassified Management Employees, the City Council now desires to adopt Resolution No. 22-235 relating to the salaries and benefits for the Unclassified Management Employees, which supersedes and replaces any and all prior salary and benefit resolutions for the Unclassified Management Employees, including, but not limited to Resolution Nos. 14-091, 16-095, 18-170, and 22-149; and furthermore, to the extent this Resolution No. 22-235 provides benefits in excess of or different

from the benefits provided in Resolution Nos. 15-124 and 15-125, the provisions of this Resolution No. 22-235 shall control.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. All prior resolutions regarding the salary and benefits of Unclassified Management Employees, including but not limited to Resolution Nos. 14-091,16-095, and 18-170, are hereby rescinded and superseded by this resolution. Furthermore, to the extent this Resolution No. 22-235 provides benefits in excess of or different from the benefits provided in Resolution Nos. 15-124 and 15-125, the provisions of this Resolution No. 22-235 shall control.

SECTION 3. The following are the salaries, benefits, and other terms and conditions for the Unclassified Management Employees:

ARTICLE I
DEFINITION OF TERMS

The following terms shall have the meanings set forth in this Article as applied in this Resolution.

SECTION 1 - ACTING DUTY:

The performance of the duties by an employee of a classification with a higher pay range than the employee's usual classification. This assignment is on a temporary basis.

SECTION 2 - CLASSIFICATION:

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

SECTION 3 - DAY:

A calendar day, unless otherwise designated.

SECTION 4 - UNCLASSIFIED MANAGEMENT EMPLOYEE:

An individual compensated through the City payroll and appointed to one of the following classifications:

Assistant City Manager
City Manager
Deputy City Manager
Director of Community Development
Director of Community Services/Parks and Recreation
Director of Finance

Director of Human Resources
Director of Information Technology and Security
Director of Public Works

SECTION 5 - LEAVE:

An authorized leave of absence from work.

SECTION 6 - POSITION:

The authority, duties, and responsibilities assigned to an employee within a classification.

SECTION 7 - PREVAILING PAY RATE:

The basic pay rate within a pay range paid to an employee for the performance of the duties and responsibilities of the classification.

SECTION 8 - EMPLOYEE:

An individual performing the duties and responsibilities of the job titles listed in Section 4 of this Article.

SECTION 9 - WORKDAY:

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

SECTION 10 - WORKWEEK:

A workweek is a fixed and regularly recurring period of 168 hours - seven consecutive 24-hour periods (workdays) - which begins at 12:00 a.m. (00:00 military time) on Saturday and ends at 11:59 p.m. (23:59 military time) on the following Friday.

SECTION 11 - WORK SCHEDULE:

A work schedule is a 40-hour per week schedule consisting of either an:

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

ARTICLE II
COMPENSATION

SECTION 1 - SALARY RANGE ADJUSTMENTS OF UNCLASSIFIED MANAGEMENT EMPLOYEES:

- 1.1 Directors' pay ranges shall be assigned and maintained at a range that is at least 10% higher than the range steps assigned to their highest paid subordinate or manager. The Deputy City Manager pay range shall be assigned and maintained at a range that is at least 5% higher than the range steps assigned to Directors. The Assistant City Manager pay range shall be assigned and

maintained at a range that is at least 5% higher than the range steps assigned to Deputy City Manager. The City Manager shall update this resolution for City Council's consideration any time a salary compaction is created.

- 1.2 The pay ranges for the Unclassified Management Employees are reflected in the attached Salary Tables with corresponding effective dates:

Appendix A: July 1, 2021 – June 30, 2022 (20% separation from highest paid subordinate/manager as a retroactive payment, per previous Resolution No. 18-170)

Appendix B: July 1, 2022 - October 31, 2022 (20% separation from highest paid subordinate/manager as a retroactive payment, per previous Resolution No. 18-170)

Appendix C: November 1, 2022 - June 30, 2023 (10% separation from highest paid subordinate/manager)

Appendix D: July 1, 2023 (10% separation from highest paid subordinate/manager plus %5 COLA)

SECTION 2 - LONGEVITY PAY:

- 2.1 The City agrees to pay Unclassified Management Employees two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining ten (10) years of service credit with the City.
- 2.2 In addition to the longevity pay in Section 2.1 above, the City agrees to pay Unclassified Management Employees an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining fifteen (15) years of service credit with the City.
- 2.3 In addition to the longevity pay in Sections 2.1 and 2.2 above, the City agrees to pay Unclassified Management Employees an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty five (25) years of service credit with the City.

SECTION 3 - CITY MANAGER PROVISIONS:

The City Manager shall receive the benefits provided in this Resolution that are expressly authorized in the City Manager's employment contract. If any provision of this Resolution related to benefits is inconsistent or in conflict with the City Manager's employment contract, the provisions of the City Manager's employment contract shall prevail.

SECTION 4 - ACTING DUTY PAY:

- 4.1 The City Manager, or his/her designee, may appoint an employee to acting duty status to perform the duties of a higher classification that is vacant, either temporarily, permanently, or newly created, subject to this Section 4.

- 4.2 An employee may serve in acting duty status only until such time as the City Manager, or his/her designee, makes a regular appointment to the classification or until such time that the incumbent employee returns to work. Only employees in good standing, e.g. not currently rated unsatisfactory, not currently on a work improvement plan, or not currently having disciplinary action pending or in effect, may be appointed to acting duty status.
- 4.3 An acting duty appointment may be effective for a period of up to thirty (30) days, except for special circumstances as defined by the City Manager, or his/her designee. The City Manager, or his/her designee, may extend an acting duty appointment at their sole discretion. Special circumstances include, but are not limited to, needing required licenses, certificates, or degrees, or needing certain training or abilities.
- 4.4 An employee appointed to acting duty status shall be paid a rate not less than the minimum pay range for the acting classification. Acting duty pay shall be at least 10% more than the employee's prevailing pay rate.
- 4.5 An employee appointed to acting duty status shall not be paid more than the maximum pay rate in the pay range for the acting duty classification. If this provision conflicts with Section 4.4 above, then Section 4.4 above shall prevail.
- 4.6 While serving in acting duty status an employee shall continue to receive any pay adjustments, advancements and fringe benefit increases granted to the employee's regular classification. These adjustments or advancements may cause an employee's acting duty pay rate to increase correspondingly, if still under the maximum acting pay rate noted in Section 4.5 above.
- 4.7 An employee appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least one scheduled work week (40 consecutive work hours).
- 4.8 An employee may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.
- 4.9 An employee may be appointed to an acting duty assignment while serving in their initial probationary period in the City service, at the discretion of the City Manager, or his/her designee.
- 4.10 Non-exempt Employees that are appointed to acting duty in positions that are FLSA exempt from overtime, shall be deemed exempt for the period of service provided in the acting duty status on a full week by full week appointment basis and will not receive overtime compensation during that limited period.
- 4.11 An employee in an acting duty appointment for ninety (90) days or longer, shall receive leave and holiday pay at the acting rate for all such subsequent leaves and holidays that fall after the ninetieth (90th) day, provided that the position is not backfilled with another acting appointment.
- 4.12 When an employee is appointed to an acting position, his regular position will not be automatically filled by a subordinate employee in an acting capacity (cascading acting) unless the anticipated workload in that unit will be sufficient to warrant this action. The City Manager shall approve any such decision.

- 4.13 The "Notification of Acting Appointment" form (Form 1201/1099), must be completed and authorized by both the City Manager, or his/her designee, and the Director of Human Resources and Risk Management prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.

SECTION 5 - PROFESSIONAL DEVELOPMENT PAY:

Unclassified Management Employees shall be provided, within the first quarter of each fiscal year, the sum of eight hundred dollars (\$800.00) for reimbursement in anticipation of expenditures for professional development. Such expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software; books, reference publications or other educational materials; membership or association fees; or any other expenses which promote the professional development of the Unclassified Management Employee and promote the best interests of the City.

SECTION 6 - SALARY ADVANCEMENT:

- 6.1 Advancement shall mean a pay rate increase given to an Unclassified Management Employee contingent upon merit and performance, within the pay range established for the Unclassified Management Employee's classification. An Unclassified Management Employee's pay rate increase shall be effective the first day of the payroll period closest to the date the Unclassified Management Employee is granted the advancement.
- 6.2 In addition to those conditions provided for in standard management procedures, Unclassified Management Employees shall be eligible for advancement when the Unclassified Management Employee's length of satisfactory service in their classification satisfies at a minimum the following requirements:

Monthly Rate Step A	Monthly Rate Step B	Monthly Rate Step C	Monthly Rate Step D	Monthly Rate Step E	Monthly Rate Step F
Date of appoint- ment	6 mos. after appt.	12 mos. after appt.	After at least 12 months in Step C	After at least 12 months in Step D	After at least 12 months in Step E

- 6.3 The City Manager has the sole discretion to authorize salary advancements of Unclassified Management Employees.

SECTION 7 - AUTO ALLOWANCE:

The City shall provide an allowance to the Assistant City Manager and Directors for use of their personal automobiles for official City business at the rate of five hundred dollars (\$500.00) per month.

SECTION 8 - ALLOWANCE FOR MILEAGE:

- 8.1 The City shall reimburse Unclassified Management Employees for use of their personal automobile for official City business at the current IRS rate as adjusted from time to time, plus any parking fees or tolls associated with City business.
- 8.2 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.
- 8.3 Reimbursement requests must be filed within the time frame required by SMP No. 3.18 or any SMP which may be subsequently adopted.

SECTION 9 - REDEMPTION OF ACCUMULATED LEAVE:

- 9.1 Unclassified Management Employees may redeem any accumulated leave including vacation, administrative Leave and Sick Leave each year of this resolution up to the hours indicated in 9.2, 9.3, 9.4, and 9.5 of this Section. Sick leave shall be redeemed at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed. All other types of leave shall be redeemed at a rate of one (1) hour of pay for each one (1) hour of leave redeemed.
- 9.2 The City Manager may redeem up to a combined total of one hundred (100) hours of any accumulated leave in each fiscal year as described in 9.1 above.
- 9.3 The Assistant City Manager may redeem up to a combined total of ninety (90) hours of any accumulated leave in each fiscal year as described in 9.1 above.
- 9.4 The Directors may redeem up to a combined total of two hundred and fifty (250) hours of any accumulated leave in each fiscal year as described in 9.1 above.
- 9.5 The City shall cash out any accumulated leave to the employees that are in excess of maximums set for Vacation, Administrative Leave, and Sick Leave every pay period.

SECTION 10 - PAYDAY AND PAYCHECK DISTRIBUTION:

- 10.1 Payday shall be bi-weekly on Thursday.
- 10.2 Paychecks shall be dated and distributed bi-weekly on the Thursday payday.
- 10.3 If any pay date falls on a holiday, the pay date shall be the preceding Wednesday.

SECTION 11 - OVERPAYMENT REMEDY:

Unclassified Management Employees covered herein are required to reimburse the City for any overpayment of wages or benefits. Unclassified Management Employees shall notify the City within the next available working day of any such overpayment. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent employee payroll warrant following overpayment notification, or by other reasonable repayment method acceptable to the Unclassified Management Employee and the City.

ARTICLE III
INSURANCE AND RETIREMENT BENEFITS

SECTION 1 - HEALTH INSURANCE PREMIUM:

- 1.1 Effective January 1, 2023, the City will pay the full family HMO premium from Kaiser Permanente of the Los Angeles Region (including Orange, Riverside, and San Bernardino counties) for each management employee and eligible dependents.
- 1.2 The cafeteria cap on the use of excess monies shall be two hundred dollars (\$200.00) per month, regardless of the number of dependents.
- 1.3 Unclassified Management Employees 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 Unclassified Management Employee. (Unclassified Management Employees 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 Unclassified Management Employees.) Unclassified Management Employees may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.
- 1.4 Unclassified Management employees shall have the right to use monies remaining from the monthly sum originally provided for health insurance to purchase additional term life insurance, vision care and/or long-term care insurance offered by the City.
- 1.5 Eligible retired Unclassified Management Employees shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For eligible retired Unclassified Management Employees hired prior to January 1, 2014, the City shall pay the monthly health insurance premium in the same monthly amount as provided for active full-time Unclassified Management Employees. For retired Unclassified Management Employees hired on or after January 1, 2014, the City shall pay a monthly health insurance premium 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 employees</u>
0 – 4.99 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	100%

SECTION 2 - DENTAL INSURANCE PREMIUM:

- 2.1 The City shall pay up to, but not to exceed the amount of eighty-seven dollars (\$87.00) per month for dental insurance premium provided by the City for each Unclassified Management Employee and his/her eligible dependents.
- 2.2 Unclassified Management Employees may elect to discontinue or not enroll for dental insurance provided that they submit written proof of equivalent coverage. Unclassified Management Employees electing to discontinue or not enroll for dental insurance 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 Unclassified Management employee.

SECTION 3 - LIFE INSURANCE PREMIUM:

- 3.1 The City shall provide the City Manager with term life insurance coverage in accordance with the Employment Agreement between the City and the City Manager, subject to any age reduction schedules mandated by the insurance company.
- 3.2 The City shall provide the Assistant City Manager and Directors with term life insurance coverage of not less than two hundred thousand dollars (\$200,000.00) after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier; if the EOI form is not submitted, \$110,000.00 is the maximum coverage and is subject to any age reduction schedules mandated by the insurance company.
- 3.3 The City shall provide the City Controller with term life insurance coverage of not less than one hundred fifty thousand dollars (\$150,000.00) after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier; if the EOI form is not submitted, \$110,000.00 is the maximum coverage and is subject to any age reduction schedules mandated by the insurance company.
- 3.4 Unclassified Management Employees shall have the right to purchase additional (supplemental) term life insurance through the City-sponsored programs using monies remaining from the monthly sum originally provided by the City for the employee's health insurance, or, if none, by paying the additional premiums themselves through payroll deduction. The maximum additional (supplemental) term life insurance an Unclassified Management Employee may purchase is up to the basic minimums listed above for each classification, provided the EOI form is submitted and approved by the City's life insurance carrier. Otherwise, the maximum additional term life insurance (supplemental insurance) an Unclassified Management Employee may purchase is \$110,000.00.

SECTION 4 - SHORT TERM AND LONG TERM DISABILITY INSURANCE PROGRAM:

- 4.1 The City shall provide long term disability insurance (or "LTD") benefits for the Unclassified Management Employees under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. The City reserves the right to change the LTD carrier and/or LTD benefits provided on such terms as the City determines are in its best interest.

- 4.2 The City shall provide short term disability insurance (or “STD”) benefits for the Unclassified Management Employees solely in order to provide the benefit during the 90-day LTD benefit waiting period. The City shall provide an STD plan for the Unclassified Management Employees under the terms, requirements and conditions compatible with the LTD benefit plan. Nothing herein shall bind the City to provide STD insurance coverage if the City chooses to implement a self-insured STD program.
- 4.3 After a maximum of a 90-day waiting period:
- a. An Unclassified Management Employee who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate, up to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave, up to age sixty-five (65); and
 - b. An Unclassified Management Employee who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate, up to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave, for twenty-four (24) months. An Unclassified Management Employee who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66⅔%) of his/her prevailing pay rate, up to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave, up to age sixty-five (65).
 - c. There shall be no reduction of LTD or STD benefits for a workers’ compensation award for permanent disability. In no case shall an employee on workers’ compensation receive short-term or long-term disability benefits and workers’ compensation salary continuation or temporary disability simultaneously.
 - d. There shall be no exclusion for “soft tissue injuries”, including but not limited to musculoskeletal and connective tissue disorders, strains and sprains of the cervical, thoracic and lumbosacral spine.
 - e. The only allowable offsets are those listed in the LTD and STD policies.
- 4.4 The provision of the LTD Plan and the STD Plan is conditioned upon the following:
- a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by the existing carrier or other insurance carrier.
 - b. Eligibility for and administration of benefits under the STD Plan and the LTD Plan and including the determination whether an Unclassified Management employee is disabled from his or her own occupation, shall be determined by the existing carrier, not by the City.

- 4.5 The City is required to provide LTD benefits only through a licensed insurance provider. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interests.
- 4.6 For injuries and other disabilities covered under California workers' compensation laws, Unclassified Management Employees 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 Unclassified Management Employee returns to work, or a refusal by the Unclassified Management Employee to return to work following a determination by a physician that the Unclassified Management Employee is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unclassified Management Employee's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If an Unclassified Management Employee is approved for workers' compensation leave, the Unclassified Management Employee shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unclassified Management Employees who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan.
- 4.7 While on long term disability, Unclassified Management Employees may use sick leave, annual leave, administrative leave, or floating holiday to bring them to 100% of their prevailing pay rate in conjunction with the disability benefit. The use of accrued leave shall be in the order specified herein.

SECTION 5 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS):

- 5.1 For those Unclassified Management Employees hired before the effective date of the CalPERS contract amendment (May, 6, 2011) providing for a tiered retirement benefit, the City shall continue to include those Unclassified Management Employees in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:
- a. The optional contract provision 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 participate in the part time service credit purchase program, but solely at their own cost;
 - f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.
- 5.2 For those Unclassified Management Employees hired on or after the effective date of the CalPERS contract amendment (May 6, 2011) providing for a tiered retirement benefit, and as defined by CalPERS under the Public Employees' Pension Reform Act of 2013 (PEPRA) as "Classic Members",

the City shall include those Unclassified Management Employees in the CalPERS “2% at 55” Plan with the following optional public agency contract provisions:

- a. The optional contract provision 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 participate in the part time service credit purchase program, but solely at their own cost;
- f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

5.3 Unclassified Management Employees shall pay the full percentage of the member contributions on a pre-tax basis.

5.4 Unclassified Management Employees hired on or after January 1, 2013, defined by CalPERS under the Public Employees’ Pension Reform Act of 2013 (PEPRA) as “New Members,” the City shall include those Unclassified Management Employees 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.

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

SECTION 6 - DEFERRED COMPENSATION PROGRAMS:

6.1 The City shall continue to sponsor voluntary deferred compensation programs.

6.2 The City agrees to match the amount, dollar for dollar, up to six thousand dollars (\$6,000.00) per calendar year, contributed to the City Manager’s deferred compensation account.

6.3 The City agrees to match the amount, dollar for dollar, up to six thousand dollars (\$6,000.00) per calendar year, contributed to the Assistant City Manager’s and the Directors’ deferred compensation accounts.

SECTION 7 - VISION CARE PLAN:

The City shall sponsor a vision care program for Unclassified Management Employees and their eligible dependents as described in detail by the vision plan document. Unclassified Management Employees shall pay the premium for the vision care plan and increases in the premium for the duration of this resolution. Unclassified Management Employees may use monies remaining from the monthly sum originally provided by the City for health insurance to pay the premium for Vision Care.

ARTICLE IV LEAVES

SECTION 1 - JURY DUTY/COURT SUMMONS/SUBPOENA:

Unclassified Management Employees summoned to a court to provide testimony on behalf of the City or as directed by the City Manager, shall not lose any pay or be required to use any paid leave during such court service. Paid leave for jury service shall be limited to ten (10) working days in any one calendar year.

SECTION 2 - VACATION LEAVE:

The City shall provide Unclassified Management Employees with vacation leave subject to the following conditions:

- 2.1 Unclassified Management Employees shall be credited with vacation leave at the following rates:
- i. Ten (10) hours for each month of service or major portion thereof from the date of appointment;
 - ii. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof upon commencement of the Unclassified Management Employee's eleventh year of service;
 - iii. Upon the twentieth anniversary date, Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Section 2.1.ii;
 - iv. Upon the twenty-first anniversary date, Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Sections 2.1.ii and 2.1.iii;
 - v. Upon the twenty-second anniversary date, Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Sections 2.1.ii., 2.1.iii., and 2.1.iv;
 - vi. Upon the twenty-third anniversary date, and each anniversary date thereafter,

Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Sections 2.1.ii, 2.1.iii., 2.1.iv., and 2.1.v.

- 2.2 Unclassified Management Employees shall not be credited with vacation leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
- 2.3 Unclassified Management Employees may use vacation leave only after completing their initial six (6) months of service. Unclassified Management Employees shall not use less than one (1) hour of vacation leave at any one time.
- 2.4 Unclassified Management employees shall not accrue more than a total of eight hundred (800) hours of vacation leave, after which accruals shall cease until total accrued vacation leave drops below the 800 hour accrual cap.

SECTION 3 - SICK LEAVE:

The City shall provide Unclassified Management Employees with sick leave as follows:

- 3.1 Unclassified Management Employees 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.
- 3.2 Unclassified Management Employees may accrue a maximum of one thousand forty (1,040) hours of sick leave hours. Unclassified Management Employees may use accrued sick leave only after completing their initial month of service.
- 3.3 Unclassified Management Employees may not use sick leave at their discretion, but only in cases of actual personal sickness, or the sickness of the Unclassified Management Employee's immediate family member. Sick leave shall be used for medical and dental appointments and pregnancy.
- 3.4 When an Unclassified Management Employee uses sick leave, the Unclassified Management Employee will complete and submit a signed leave request form stating the need for such sick leave, including partial day absences. When an Unclassified Management Employee uses sick leave in excess of three (3) consecutive working days, the City may require an Unclassified Management Employee to present, upon return to work, a medical certification signed by a physician or licensed medical practitioner verifying the need for such sick leave.
- 3.5 When an Unclassified Management Employee wishes to use accrued sick leave, the Unclassified Management Employee shall notify the City Manager and/or the Assistant City Manager either before or within one (1) hour after the time set for beginning the work period of the intended absence due to sickness, unless the Unclassified Management Employee is incapacitated and physically unable to provide the required notification. Unclassified Management Employees on sick leave shall regularly inform the City Manager and/or the Assistant City Manager of their physical condition.
- 3.6 When an Unclassified Management Employee separates from the City service for whatever reason the Unclassified Management Employee shall be compensated for one-half (1/2) the value

of accrued sick leave. The value of accrued sick leave shall be calculated using such Unclassified Management Employee's prevailing pay rate on the date of the employee's separation from City service.

- 3.7 The City shall provide Unclassified Management Employees with thirty (30) days of sick leave at the time of hire. Sick leave advanced to Unclassified Management Employees under this section shall be considered to be loaned to the Unclassified Management Employee and the Unclassified Management Employee shall not accrue additional sick leave for a thirty (30) month period.

SECTION 4 - HOLIDAY LEAVE:

The City shall provide Unclassified Management Employees with the following fourteen holidays with pay subject to the following conditions:

- 4.1 January 1 (New Years Day)
The third Monday in January (Martin Luther King Day)
January 30th (Fred T. Korematsu Day)
The third Monday in February (President's Day)
March 8 (International Women's/Rosa Parks Day)
March 31st (Cesar Chavez Day)
The last Monday in May (Memorial Day)
June 19th (Juneteenth)
July 4th (Independence Day)
The first Monday in September (Labor Day)
October 25 (Larry D. Itliong Day).
November 11th (Veteran's Day)
The fourth Thursday in November (Thanksgiving Day)
December 25th (Christmas) and
Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday.
- 4.2 When any day designated as a holiday falls on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the Unclassified Management Employee's annual leave balance. When any day designated as a holiday falls on a Sunday, the following Monday shall be observed as the holiday. In order to be paid for a holiday or receive the leave conversion, the Unclassified Management Employee must work his or her full regularly-scheduled workday immediately before and after the holiday unless the Unclassified Management Employee is absent from any portion or all of his or her regularly-scheduled workday immediately before or after the holiday on authorized paid leave. An Unclassified Management Employee shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by the Unclassified Management Employee during his or her regularly-scheduled workday immediately before or after the holiday.
- 4.3 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the Unclassified Management Employee must use such additional holiday leave when granted, and such leave cannot be accrued. Unclassified Management Employees absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. An Unclassified Management Employee shall not receive

holiday pay for this half-day holiday if any leave without pay was used by the Unclassified Management Employee during his or her regularly-scheduled workday immediately before or after the half-day holiday.

- 4.4 Floating holiday leave shall be provided to Unclassified Management Employees subject to the following conditions:
- i. The Unclassified Management Employee's immediate supervisor has the exclusive authority to approve floating holiday leave. Unless the Unclassified Management Employee's use of floating holiday leave interferes with departmental operations, the Unclassified Management Employee's immediate supervisor shall permit the Unclassified Management Employee to use floating holiday leave at the Unclassified Management Employee's discretion;
 - ii. Unclassified Management Employees shall not use less than one (1) hour of floating holiday leave at any one time;
 - iii. Unclassified Management Employees are encouraged to use floating holiday leave during the fiscal year. However, holiday leave shall be converted to vacation leave if not used by the end of the fiscal year;
 - iv. When an Unclassified Management Employee separates from the City service for any reason, the City shall compensate the Unclassified Management Employee for any floating holiday leave not taken for floating holidays occurring prior to their separation date;
 - v. New Unclassified Management Employees will be credited with floating holiday leave for floating holidays which occur subsequent to their date of hire.

SECTION 5 - ADMINISTRATIVE LEAVE:

The City shall provide Unclassified Management Employees with administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, subject to the following conditions:

- 5.1 Unclassified Management Employees shall accrue administrative leave hours for each month of service or major portion thereof as follows:
- i. City Manager – 10 hours;
 - ii. Assistant City Manager – 10 hours;
 - iii. Directors– 10 hours.
- 5.2 Unclassified Management Employees shall not accrue more than the following number of hours of administrative leave:
- i. City Manager – 160 hours;
 - ii. Assistant City Manager – 160 hours;
 - iii. Directors– 160 hours.

- 5.3 Unclassified Management Employees shall use administrative leave only upon written approval of the immediate supervisor.
- 5.4 When an Unclassified Management Employee separates from the City service for any reason, the City shall compensate the Unclassified Management Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using the Unclassified Management employee's prevailing pay rate on the date of the employee's separation from City service.

SECTION 6 - WORKER COMPENSATION LEAVE:

The City shall provide Unclassified Management employees with workers' compensation leave subject to the following conditions:

- 6.1 Except as otherwise provided, an Unclassified Management Employee substantially disabled by bodily injury or sickness in the course and scope of employment shall be paid his/her regular pay rate for up to seventeen (17) weeks from the date of disability, or until the City's workers' compensation insurance carrier terminates temporary disability payments either by means of a lump sum settlement or a retirement with pension, whichever occurs first.
- 6.2 When an Unclassified Management Employee receives workers' compensation payments, the City shall pay such Unclassified Management Employee only the difference between such workers' compensation payments and such Unclassified Management Employee's regular pay rate. During the time such Unclassified Management Employee is substantially disabled, such Unclassified Management Employee shall continue to accrue vacation leave, sick leave, personal leave, administrative leave, and seniority for purposes of pay adjustments or advancements.

SECTION 7 - MILITARY LEAVE:

The City shall grant military leave to Unclassified Management Employees as provided in California Military and Veterans Code Sections 389 through 395. An Unclassified Management Employee on ordered military leave shall be paid their regular pay rate in addition to their military pay.

SECTION 8 - LEAVE OF ABSENCE WITHOUT PAY:

The City Manager shall have the exclusive authority to approve an Unclassified Management Employee's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the Unclassified Management Employee provides the City Manager with a written reason for the request. If the City Manager approves such leave of absence for a period of ten (10) working days or less, the Unclassified Management Employee shall not lose any seniority for such leave of absence. After the expiration of an approved leave of absence without pay, Unclassified Management Employees shall be reassigned to their former classification.

In accordance with Federal and/or State leave laws and as hereby authorized by the City Council, the City Manager may grant an Unclassified Management Employee's request for up to 12 weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons under the Family and Medical Leave Act of 1993 (FMLA). The City Manager shall not grant an unpaid leave in excess of one (1) year for Unclassified Management Employees with five (5) years or less seniority or in excess of three (3) years for

Unclassified Management Employees with more than ten (10) years seniority. An Unclassified Management Employee on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over sixty (60) days. After the expiration of the unpaid leave, the Unclassified Management Employee shall be assigned to his/her former classification. The Unclassified Management Employee requesting the leave shall state in writing the reasons for the request.

SECTION 9 - TIME OFF FOR VOTING:

The City shall provide Unclassified Management Employees with time off for voting subject to the following conditions:

- 9.1 When an Unclassified Management Employee claims not to have sufficient time outside of working hours to vote at a statewide election, the Unclassified Management Employee may, without loss of pay, with the approval of the City Manager, take off enough working hours which when added to the voting hours available outside of working hours will enable the Unclassified Management Employee to vote. The City Manager may not authorize an Unclassified Management Employee to take off more than two (2) hours from work for voting with pay. The time off authorized for voting shall be only at the beginning or end of a work period, whichever allows the Unclassified Management Employee the most time for voting and the least time off from work.
- 9.2 If the Unclassified Management Employee knows or has reason to believe that time off for voting shall be necessary on election day, the Unclassified Management Employee shall notify the City Manager of that fact at least two (2) work periods in advance.

SECTION 10 - DISCRETIONARY LEAVE:

All discretionary leave taken by Unclassified Management Employees shall be approved, in advance, by the City Manager or the Assistant City Manager, as applicable.

ARTICLE V **MISCELLANEOUS PROVISIONS**

SECTION 1 - ME TOO CLAUSE:

During the term of this resolution, if any other bargaining unit in the City of Carson receives additional increases to the proposed cost of living increases or other compensation, including retroactive payments, or additional improvements to the health insurance benefits, including but not limited to, additional City contributions to the health insurance premiums or cafeteria caps; or any other financial improvements, the City agrees to provide the same such increases and improvements to the Unclassified Management Employees and to meet and confer with the Unclassified Management Employees over such increases and improvements. The provision of this paragraph shall expire on and not be effective after June 30, 2024.

SECTION 2 - DISCIPLINARY ACTION:

The authority of the City to institute disciplinary action against Unclassified Management Employees and the rights of those employees with respect to such disciplinary action shall be governed by the provisions

of the Carson Municipal Code.

SECTION 3 - LEGAL COUNSEL:

The City shall comply with all of its statutory obligations relative to providing defense and indemnification of public employees, if any, including but not limited to Government Code Sections 825-825.6 and Sections 995-996.6.

SECTION 4 - NON-APPLICABILITY OF PERSONNEL RULES:

The City's Personnel Rules do not apply to Unclassified Management Employees covered by this resolution. Subject to the provisions of the City's Municipal Code, the City and the Unclassified Management Employees covered by this resolution may, upon mutual agreement, meet and discuss any subject or matter covered by this resolution.

SECTION 5 - SEVERABILITY:

In the event that any term, covenant, condition, or provision contained in this resolution is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, or provision of this resolution and the remainder of the resolution shall still be in full force and effect.

SECTION 6 - DURATION:

- 6.1 This Resolution shall be binding on the City and the Unclassified Management Employees when adopted by City Council.
 - 6.2 Except as otherwise provided herein, this Resolution shall continue in full force and effect until such time as amended or superseded by City Council ordinance or resolution.
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The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 15th day of November 2022.

Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CARSON)

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 22-235, was passed and approved by the City Council of the City of Carson at its meeting held on November 15, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Khaleah K. Bradshaw, City Clerk