

RESOLUTION NO. 16-096

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON,
CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR THE
UNCLASSIFIED, NON-REPRESENTED NON-MANAGEMENT FULL-TIME
EMPLOYEES
(FIELD DEPUTY AND SENIOR FIELD DEPUTY)**

EFFECTIVE AUGUST 2, 2016

ADOPTED AUGUST 2, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED, NON-REPRESENTED, NON-MANAGEMENT, FULL-TIME EMPLOYEES (FIELD DEPUTY AND SENIOR FIELD DEPUTY POSITIONS) EFFECTIVE AUGUST 2, 2016, AND AMENDING AND RESTATING RESOLUTION NOS. 15-007, 15-124, AND 15-125 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;

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;

WHEREAS, the City Council adopted Resolution No. 15-007 on March 4, 2015, establishing the salary and benefits for the Unclassified, Non-Represented Non-Management Full-Time Employees (Field Deputy and Senior Field Deputy)

WHEREAS, the City Council adopted Resolution No. 15-124 on November 17, 2015, fixing the employer's contribution under PEMHCA, effective January 1, 2016;

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;

WHEREAS, the City Council now desires to adopt an amended and restated resolution of salaries and benefits for the Unclassified, Non-Represented, Non-Management, Full-Time Employees (Field Deputy and Senior Field Deputy), which restates and replaces any and all pre-existing salary and benefit resolutions for the Unclassified Non-Represented Non-Management Full-Time Employees (Field Deputy and Senior Field Deputy), including, but not limited to Resolution Nos. 15-007, 15-124 and 15-125 to the extent that these resolutions provide benefits in excess of or different from the benefits provided herein.

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

ARTICLE I
DEFINITION OF TERMS

The following terms, whenever used in this Resolution, shall have the meanings set forth in this Article.

SECTION 1. - ACTING DUTY:

On a temporary basis, the performance by employees of the duties of a higher classification with a higher pay range than the pay range of their assigned classification.

SECTION 2. - CLASSIFICATION:

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

SECTION 3. - EMPLOYEE:

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

Field Deputy
Senior Field Deputy

SECTION 4. - DAY:

A calendar day, unless otherwise designated.

SECTION 5. - DIRECTOR:

An individual assigned to any of the following classifications: Director of Finance, Director of Public Works, Director of Community Development, Director of Community Services, Director of Human Resources and Risk Management and any other Director position created during the terms of this Resolution.

SECTION 6. - DOMESTIC PARTNERSHIP:

As defined in the California Family Code Section 297, two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring and that meet the conditions and/or requirements of Section 297 and related statutes defining such relationships.

SECTION 7. - FULL TIME:

A period of forty (40) hours of work time per workweek in increments of eight (8), nine (9) or ten (10) hours per shift.

SECTION 8. - IMMEDIATE FAMILY:

An employee's spouse, domestic partner, children, grandchildren, sons-in-law, daughters-in-law, parents, grandparents, parents-in-law, brothers, sisters, brothers-in-law, and sisters-in-law. "Children" shall also include a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. "Parent" shall include a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

SECTION 9. - IN LOCO PARENTIS:

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

SECTION 10. - LEAVE:

An absence from work.

SECTION 11. - MANAGEMENT:

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

SECTION 12. - PAY PERIOD:

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

SECTION 13. - POSITION:

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

SECTION 14. - PREVAILING PAY RATE:

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

SECTION 15. - SENIORITY:

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

SECTION 16. - TENURE:

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

SECTION 17. - WORKDAY:

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

SECTION 18. - WORKWEEK:

A workweek is a fixed and regularly recurring period of 168 hours - seven consecutive 24-hour periods (workdays) - which begins at 12:01 a.m. on Saturday and ends at 12:00 a.m. on Friday.

SECTION 19. - 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 II

COMPENSATION

SECTION 1. - SALARY:

- 1.1 2.5% COLA effective August 13, 2016, contingent upon Employees being current with the completion of performance evaluations for subordinate employees. Individual Employees that as of August 2, 2016, are not current with the completion of performance evaluations for subordinate employees will not receive the 2.5% COLA as of August 13, 2016, but shall receive the 2.5% COLA upon completion of the outstanding performance evaluations. A current performance evaluation shall mean an evaluation completed within the prior 12 months.
- 1.2 On August 18, 2016, the City shall provide a one-time lump sum payment to eligible employees in the amount of 2.5% of the employee's annual base salary. The one-time lump sum payment will be based on the employee's base salary prior to the 2.5% COLA, effective August 13, 2016. The lump sum payment shall be reported to CalPERS.
- 1.3 The City may engage an independent consultant to conduct a salary and total compensation survey of comparable cities of similar size and organizational structure to the City of Carson.

SECTION 2. - LONGEVITY PAY:

- 2.1 The City agrees to continue to pay Employees two and one-half percent (2½%) of their prevailing pay rate as longevity pay commencing on the anniversary of attaining fifteen (15) years service credit.
- 2.2 The City agrees to continue to pay Employees an additional two and one-half percent (2½%) of their prevailing pay rate as longevity pay commencing on the anniversary of attaining twenty (20) years service credit.
- 2.3 Effective July 1, 2013, the City agrees to pay Employees an additional two and one-half percent (2½%) of their prevailing pay rate as longevity pay commencing on the anniversary of attaining twenty-five (25) years service credit. This two and one-half (2½%) at 25 years of service is to replace the two and one-half (2½%) at 30 years of service, not to supplement it.

SECTION 3. - ACTING DUTY PAY:

- 3.1 The City Manager, or his/her designee, may appoint an employee to acting duty status to perform the duties of a higher classification that is vacant, either permanently or temporarily, or newly created, subject to numbers 3.2 through 3.19 below.
- 3.2 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.

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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 this section 3.5 of Article II.
- 3.7 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).
- 3.8 An employee has the right to refuse or discontinue any acting duty assignment with 72-hours written notice to the Employee's Director with a "cc" copy to the Director of Human Resources and Risk Management.
- 3.9 An employee may be removed from any acting duty assignment for any reason, as determined by the City Manager or his/her designee.
- 3.10 An employee may be appointed to an acting duty assignment while serving in their initial six months of employment in the City service, at the discretion of the City Manager, or his/her designee.
- 3.11 Employees that are appointed to acting duty in positions that are FLSA exempt from overtime, will be subject to those provisions provided by the FLSA and will not receive overtime compensation.
- 3.12 An employee in an acting duty appointment for 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 90th day, provided that the position is not backfilled with another acting appointment.

- 3.13 The City shall not employ temporary or contract employees in any vacant or newly created budgeted position or for a temporary assignment where an acting appointment could be offered to a full-time employee.
- 3.14 The City shall continue a citywide policy of rotating acting duty appointments, based on the following order: 1) from the current employment eligibility list, 2) from a list of employees, within the respective division, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 3) from a list of employees, within the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 4) from a list of employees, from outside the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority. An acting appointment from outside the work group can only be made upon the approval of the Directors of the two affected work groups. The rotation of acting appointments should be used for all periods exceeding thirty (30) calendar days, unless extended by the City Manager or his/her designee. Upon completion of the acting assignment, the employee will be placed at the bottom of the acting rotation list. For an employee that was previously not eligible for acting duty but subsequently becomes eligible, their name will be added to the rotation list in seniority order. Copies of acting duty rotation lists should be provided to both Human Resources and Payroll. Employees may submit a statement of exception to the City Manager, or his/her designee, if the rotation of acting duty appointments as stated within section 3 is not followed.
- 3.15 An employee on an acting duty rotation list may only be by-passed by receipt of written memorandum from the employee's Director to the employee stating the reasons for omission from this round of acting duty. Such notice shall be provided within one week. The memo shall state whether the employee is being placed on the bottom of the list i.e. to gain more experience, etc. or whether they are being left at the top of the rotating list for the next available acting assignment i.e. a shorter term acting assignment. An employee may not be removed from an acting duty eligibility list without written notification.
- 3.16 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 work load in that unit will be sufficient to warrant this action. This decision will be made in consultation with the division's supervisors, manager and the work group's Director.
- 3.17 The "Notification of Acting Appointment" form (Form 1201/1099), must be completed and authorized by both the City Manager, or his/her designee, and the Director of Human Resources and Risk Management prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.
- 3.18 Although employees may be given the opportunity to accept an acting duty assignment, the placement in acting duty assignments will not negate the need to meet the required minimum qualifications of the position during the recruitment process for that position.

- 3.19 If an employee has served in an acting capacity long enough to satisfy the normal probation period, and if that employee is promoted into the position that he/she has been acting in, the probationary period shall be reduced to ninety (90) days.

SECTION 4. - ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE:

The City agrees to provide employees with six hundred fifty dollars (\$650.00), payable in the first quarter of the fiscal year, as an allowance towards expenditures for professional development. Professional development expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software, books, reference publications or other educational materials; professional membership or association fees; or any other expenses which promote the professional development of the employee and promote the best interests of the City.

SECTION 5. - SALARY ADVANCEMENT:

- 5.1 Advancement shall mean a pay rate increase given to an employee contingent upon merit and performance, within the pay range established for the Employee's classification. An employee's pay rate increase shall be effective the first day of the payroll period in which the appropriate length of service is achieved.
- 5.2 In addition to those conditions provided for in the City's Standard Management Procedures ("SMPs"), employees shall be eligible for advancement when their length of satisfactory service in their classification satisfies at a minimum the following requirements:

Monthly Salary Step A	Monthly Salary Step B	Monthly Salary Step C	Monthly Salary Step D	Monthly Salary Step E	Monthly Salary Step F
Date of appointment	6 mos. after appt.	12 mos. after appt.	After at least 12 months in Step C	After at least 12 months in Step D	After at least 12 months in Step E

- 5.3 If an employee's performance evaluation has not been completed, discussed with the employee and received by Human Resources by the merit date, the merit increase will be processed as scheduled.
- 5.4 The City Manager, at his/her sole discretion, or upon the recommendation the immediate supervisor, as applicable, may grant an accelerated step increase for exceptional job performance. Such merit pay increase shall not be governed by the required service time differential required by subsection 5.2 above. Exceptional job performance merit pay increases shall not exceed ten percent (10%) in any twelve (12) month period. As used herein, the phrase "outstanding job performance" shall mean an employee whose performance evaluations are current, and who received an "outstanding" rating on his/her most recent performance evaluation.

- 5.5 The City shall retain its flexibility to hire and/or promote employees with exceptional skills or qualifications at a pay rate above Step A.

SECTION 6. - ALLOWANCE FOR MILEAGE:

- 6.1 The City shall reimburse employees for use of their personal automobiles for official City business at the current IRS rate, as adjusted annually, plus any parking fees or tolls associated with City business.
- 6.2 Reimbursement for mileage and related fees shall be made through submission of a petty cash reimbursement form and mileage reimbursement form to the City Treasurer's office. Such reimbursements may not exceed seventy-five dollars (\$75.00). Reimbursements exceeding seventy-five dollars (\$75.00) must be reimbursed through the City's demand register process.
- 6.3 Reimbursement requests must be filed within the time frame required by SMP No. 3.18, or any SMP which may be subsequently adopted.

SECTION 7. - REDEMPTION OF ACCUMULATED LEAVE:

Effective upon City Council adoption of this Resolution, employees may redeem up to seventy-five (75) hours of any accumulated leave in each fiscal year. The redemption shall be subject to the following conditions:

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

SECTION 8. - PAYCHECK DISTRIBUTION:

- 8.1 Payday shall be bi-weekly on Thursday. In the event the City determines to change the method of paycheck distribution, the Association shall be advised thirty (30) working days in advance.
- 8.2 Check distribution shall be through mandatory direct bank deposits except for employees who cannot obtain a checking or savings account. Proof and/or verification of inability to open a savings or checking account must be presented to the Director of Human Resources and Risk Management and the Director of Finance to be granted exception.
- 8.3 The City does not permit payroll check advances.

SECTION 9. - OVERPAYMENT REMEDY:

Employees covered herein shall reimburse the City for any overpayment of wages or benefits. Employees shall notify the City within three (3) working days of any such overpayment. Said reimbursement shall not be required until the City notifies the affected employee in writing.

Reimbursement may be accomplished by lump-sum deduction made on the next subsequent employee payroll check following overpayment notification, or by other reasonable repayment method acceptable to the employee and the City, except that the lump-sum deduction shall be required if the next subsequent employee payroll check is the final or termination check issued to the affected employee. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment. Failure by the City to timely notify any employee of an overpayment, does not waive the City's right to repayment.

SECTION 10. - BILINGUAL USAGE PAY:

- 10.1 The Director of Human Resources and Risk Management may authorize compensation to an employee for using bilingual skills during the course of work upon receipt of a written justification from the City Manager.
- 10.2 Employees required to use bilingual skills during the course of work may petition for bilingual usage pay by submitting written justification, approved by the City Manager to the Director of Human Resources and Risk Management.
- 10.3 Bilingual usage pay shall be fifty dollars (\$50.00) per month.
- 10.4 The City may, at its discretion, test employees for proficiency in a second language in order for such employees to receive bilingual usage pay.
- 10.5 No employees may qualify for more than one "second" language or more than one bilingual usage pay at any given time.

SECTION 11. - COURT SUMMONS/SUBPOENA/JURY DUTY:

- a. Any employee appearing to provide testimony on behalf of himself/herself, or summoned to provide testimony on behalf of any other employee or on behalf of any third party, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any mediation or arbitration, shall be required to use approved accrued leave time, or shall take time off as approved leave without pay.
- b. Pay for jury service shall be limited to ten (10) working days in any one calendar year. Payment for jury duty shall be limited to those workdays, or portions of workdays, which fall during the employee's regular work schedule, and shall not exceed forty (40) hours in any workweek.

SECTION 12. - SICK LEAVE INCENTIVE PLAN:

Each eligible employee who has used fifty (50) hours or less of sick leave during the preceding calendar year may elect to receive pay for 50% of the sick leave earned (at one hour pay for one hour converted) during the preceding calendar year, less the amount of sick leave used during the same period.

- 12.1 At the employee's election, the payment for unused sick leave may be converted to equivalent annual leave.
- 12.2 The employee shall indicate election by written request to the Director of Finance 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.
- 12.3 When an employee elects to receive payment in cash or annual leave, such employee'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.
- 12.4 To be eligible for this provision, an employee must have been a full-time regular employee for two full years prior to the calendar year during which the sick leave to be so converted is earned. The employee must have minimum of two hundred forty (240) hours of sick leave credits on December 31 of each year in order to qualify for the conversion benefit.

SECTION 13. - SICK LEAVE BANK

In accordance with the Person to Person Leave Donation Standard Management Procedure (SMP), Employees may donate up to 25% of any combination of their accrued leave hours, provided the donation leaves the Employee with at least a combined balance of one hundred (100) hours of the combined leave. These donated hours, as approved by the City, shall accrue directly to the sick leave balance of any designated active Full-Time employee of the City. Under certain circumstances, as spelled out by the Person to Person Leave Donation SMP, unused donated leave will be returned to donating Employees.

ARTICLE III LEAVES

SECTION 1. - ANNUAL LEAVE:

The City shall provide employees with annual leave subject to the following conditions:

- 1.1 Annual leave is a period of approved absence with pay from regularly scheduled work which is not properly chargeable to some other category of leave.
- 1.2 The immediate supervisor has the exclusive authority to preapprove use of annual leave. Unless the employee's use of annual leave interferes with work operations, the immediate supervisor shall permit an employee to use annual leave at the employee's discretion. Employees shall be credited with annual leave at the following rates:
 - a. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof from the date of appointment, effective September 1, 2016, employees shall be credited with the reduced amount of eleven and thirty-three



hundredths (11.33) hours for each month of service or major portion thereof from the date of appointment;

- b. Fifteen and thirty-three hundredths (15.33) hours for each month of service or major portion thereof upon commencement of the employee's sixth year of service, effective September 1, 2016, employees shall be credited with the reduced amount of thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof upon commencement of the employee's sixth year of service; and,
 - c. Eighteen and sixty-six hundredths (18.66) hours for each month of service or major portion thereof upon commencement of the employee's eleventh year of service, effective September 1, 2016, employees shall be credited with the reduced amount of sixteen and sixty-six hundredths (16.66) hours for each month of service or major portion thereof upon commencement of the employee's eleventh year of service.
 - d. Upon the twentieth anniversary date employees will be credited with ten (10) hours of annual leave, in addition to the credit under subsection 1.3c above.
 - e. Upon the twenty-first anniversary date employees will be credited with ten (10) hours of annual leave, in addition to the credit under subsection 1.3c & 1.3d above.
 - f. Upon the twenty-second anniversary date employees will be credited with ten (10) hours of annual leave, in addition to the credit under subsection 1.3c, 1.3d, and 1.3e above.
 - g. Upon the twenty-third anniversary date and each anniversary date thereafter, employees will be credited with ten (10) hours of annual leave, in addition to the credit under subsections 1.3c, 1.3d, 1.3e, and 1.3f above.
- 1.3 Employees shall not be credited with annual leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
- 1.4 Employees may use annual leave only after satisfactorily completing their initial six months of employment.
- 1.5 Employees shall not use less than one (1) hour of annual leave at any time.
- 1.6 Employees shall not accrue more than five hundred (500) hours of annual leave.
- 1.7 When an employee separates from the City service for any reason, the City shall compensate the employee for all accrued annual leave. The value of accrued annual leave shall be calculated using the employee's prevailing pay rate, plus longevity pay on the date of his/her separation from City service. Annual leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

SECTION 2. - SICK LEAVE:

The City shall provide employees with sick leave subject to the following conditions:

- 2.1 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. Employees shall not be credited with sick leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
- 2.2 Employees may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. Employees may use accrued sick leave only after completing their initial month of service.
- 2.3 Employees may not use sick leave at their discretion, but only in cases of actual sickness, illness, injury or quarantine of the employee or actual sickness, illness, injury or quarantine of the employee's immediate family, or for bereavement. Sick leave may be used for personal or family medical, dental, and optical appointments, and for any other appointments for the purpose of obtaining professional diagnosis and/or examinations for a medical or mental health condition of the employee or his/her immediate family. Employees shall also use any accrued sick leave for leave necessitated as the result of pregnancy disability under California Government Code Section 12945, family medical leave under California Government Code Sections 12945.2 and 12945.3 (the Moore-Brown-Roberti Family Rights Act), or 42 U.S.C. Section 2601, et seq. (the federal Family Medical Leave Act).
- 2.4 When an employee wishes to use accrued sick leave, the employee shall notify the immediate supervisor 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 employee is incapacitated and physically unable to provide the required notification. Employees on sick leave shall regularly inform the immediate supervisor of their physical condition.
- 2.5 When an employee uses sick leave, the employee will complete and submit a signed leave request form stating the need for such sick leave, including partial day absences. When an employee uses sick leave in excess of two (2) consecutive working days and there is a pattern of absenteeism, the City may require an 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.
- 2.6 When an employee separates from the City service for whatever reason the employee shall be compensated for one-half ($\frac{1}{2}$) the value of accrued sick leave up to 760 hours provided the employee 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 leave 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 employee's prevailing pay rate, plus longevity pay on the date of the employee's separation from City service. Employees that separate from City employment within their initial six months of employment shall not be paid for any

accrued sick leave. Sick leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

- 2.7 Employees failing to satisfactorily complete their initial six months of employment or who resign during their initial six months of employment must reimburse the City for utilized sick leave. Sick leave may not be used in increments of less than one hour. Employees may use accrued sick leave only after completing their initial one (1) month of service.
- 2.8 The immediate supervisor may only approve the use of other leaves in lieu of sick leave when an employee has no sick leave available and the need for such leave is due to a serious health condition of the employee or his/her immediate family.

SECTION 3. - HOLIDAY LEAVE:

The City shall provide employees with the following eleven (11) holidays with pay subject to the following conditions:

- 3.1 January 1st (New Year's Day)
The third Monday in January (Dr. Martin Luther King Jr. Day)
January 30th (Fred T. Korematsu Day)
The third Monday in February (President's Day)
March 31st (Cesar Chavez Day)
The last Monday in May (Memorial Day)
July 4th (Independence Day)
The first Monday in September (Labor Day)
November 11th (Veteran's Day)
The fourth Thursday in November (Thanksgiving Day)
December 25th (Christmas)
Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday
- 3.2 When any day designated as a holiday falls on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the 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 employee must work his or her full regularly-scheduled workday immediately before and after the holiday unless the 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 employee shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by the employee during his or her regularly-scheduled workday immediately before or after the holiday.
- 3.3 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the employee must use such additional holiday leave when granted, and such leave cannot be accrued. 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 employee shall not receive holiday pay for this half-day holiday if any leave without pay was used by the employee during his or her regularly-scheduled workday immediately before or after the half-day holiday.

- 3.4 All designated holidays shall be compensated for in ten (10) hour increments, for a total of one hundred (100) hours annually regardless of an employee's work schedule.
- 3.5 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 employees accrue the same number of holiday hours.

SECTION 4. - ADMINISTRATIVE LEAVE:

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

- 4.1 Employees who are designated exempt shall be credited with ten (10) hours of administrative leave per month. Exempt employees may accrue a maximum of one hundred sixty (160) hours of administrative leave.
- 4.2 Use of administrative leave shall require the prior written approval of the immediate supervisor. The immediate supervisor shall permit administrative leave to be used at the discretion of the employee, unless the immediate supervisor determines that the employee's use of administrative leave on the date and/or times requested interferes with work operations.
- 4.3 When an employee who is exempt separates from the City service for any reason, the City shall compensate the employee for all accrued administrative leave. The value of accrued administrative leave shall be calculated using the employee's prevailing pay rate, plus longevity pay on the date of his/her separation from City service. Administrative leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.
- 4.4 Employees shall not be credited with administrative leave hours for leaves of absence without pay exceeding eighty (80) working hours in a calendar month.

SECTION 5. - WORKERS' COMPENSATION LEAVE:

The City will provide employees with workers' compensation coverage and leave in accordance with California Workers' Compensation Law.

- 5.1 Except as otherwise provided, employees 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 employee returning to

work, or a refusal by the employee to return to work following a determination by a physician that the 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 employee's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time the disabled employee is receiving the 17 weeks of paid Workers' Compensation leave, the employee shall continue to accrue annual leave, sick leave, seniority and tenure, for purposes of pay adjustments or advancements.

- 5.2 Employees who are still disabled after seventeen (17) weeks, may apply for long term disability leave and long term disability benefits in accordance with Article IV, Section 4.
- 5.3 The City shall make all reasonable efforts to provide employees with light duty assignments when the employee is still disabled after seventeen (17) weeks from the date of disability.
- 5.4 As used in this Section 5, the term "disabled" or "disability" shall have that meaning set forth in California Workers' Compensation law.
- 5.5 If in the opinion of the City, the City's claims administrator, or the Workers' Compensation Appeals Board, an employee has been found by a physician to be permanently, physically incapable of performing the essential duties of the currently held position, the City may place the employee into another vacant position of an equal or lower level. The employee must be able to perform the essential duties of that position. Nothing herein shall be construed to prevent such employee from applying for and competing for a position of a higher class.

SECTION 6. - MILITARY LEAVE:

The City shall grant military leave to employees as provided in California Military and Veterans Code Sections 389 through 395.

SECTION 7. - BEREAVEMENT LEAVE:

An employee will be allowed twenty (20) consecutive hours of paid bereavement leave per calendar year without carryover into the next calendar year in the event of the death of the employee's spouse, domestic partner, children, step children, foster children, parent, step parent, brother, sister, grandparents, or grandchildren.

SECTION 8. - LEAVE OF ABSENCE WITHOUT PAY:

- 8.1 The City Manager has the exclusive authority to approve an employee's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the 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 eight (8) working days or less, the employee shall not lose any seniority or tenure for such leave of absence. After the expiration of an approved leave of absence without pay, the employees shall be reassigned to their former classification. A leave of absence without pay will not be

granted in excess of one (1) year. Employee shall be responsible for paying for the cost of his/her benefits from the COBRA effective date.

- 8.2 The City Manager has the authority to grant or deny an employee's request for leave of absence from work without pay, except that the City Manager shall not unreasonably deny a request for unpaid leave due to the medical disability of the employee or a member of his/her immediate family. In accordance with federal and/or state laws, the City has the right to grant an employee's request for up to twelve (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).
- 8.3 The continuation of City paid benefits period for employees on leave without pay for medical reasons shall be 90 days or longer in accordance with the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL). Those Employees not covered by FMLA, CFRA, or PDL shall not be eligible for the 90 days or longer continuation of City paid benefits.
- 8.4 The City shall not grant an unpaid leave in excess of one (1) year for employees with five (5) years or less tenure, or in excess of three (3) years for employees with more than ten (10) years tenure. An employee on an unpaid leave for sixty-one (61) days or more shall not accrue seniority or tenure for that portion of the leave over sixty (60) days. After the expiration of the unpaid leave, the employee shall be assigned to his/her former classification. Employees with less than six months of employment with the City are not eligible for unpaid leaves of absence, except as required by law. The employee requesting the leave shall state in writing the reasons for the request.

SECTION 9. - TIME OFF FOR VOTING:

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

- 9.1 When an employee claims not to have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, and with the approval of the City Manager, take off up to two (2) working hours, which when added to the voting hours available outside of working hours will enable the employee to vote. The City Manager may not authorize an 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 Employee the most time for voting and the least time off from work.
- 9.2 If the Employee knows or has reason to believe that time off for voting shall be necessary on Election Day, the employee shall notify the City Manager of that fact at least two (2) work days in advance.

SECTION 10. - LUNCH PERIOD:

An uninterrupted, uncompensated lunch period of no less than thirty (30) minutes or longer than one (1) hour will be afforded to employees. 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 immediate supervisor.

SECTION 11. - REST PERIOD:

The immediate supervisor shall provide employees with a compensated rest period of fifteen (15) minutes for each half work period as determined by standard management procedures. Employees may not use the rest period to compensate for a late arrival or early departure from work. Rest periods shall have no monetary value and shall be forfeited if not used during the work day.

SECTION 12. - FLEXIBLE WORK SCHEDULES:

The City will work with employees to achieve flexibility in work schedules to accommodate special needs in areas such as: childcare, eldercare or education. These accommodations can be made whenever they can be done without causing hardship on the work unit. The allowable work schedule flexibility shall be restricted to those that can be made within the work day, such as: modifying starting or ending time by thirty (30) minutes, and/or reducing the meal period to thirty (30) minutes. Flexibility may also include other modifications which would require the use of leave hours or reductions in pay.

ARTICLE IV **INSURANCE AND RETIREMENT BENEFITS**

SECTION 1. - HEALTH INSURANCE PREMIUM:

- 1.1 On November 17, 2015, the City Council approved Resolution No. 15-124, fixing the employer's contribution under PEMHCA, in the amount of one thousand five hundred ninety-four dollars (\$1,594.00) per month, based on the CalPERS highest full family HMO rate for the Los Angeles Region, for health insurance provided by the City for each full-time employee and his/her eligible dependents, effective January 1, 2016.
- 1.2 The cafeteria cap on the use of excess monies shall be one hundred fifty-five dollars (\$155.00) per month for all employees.
- 1.3 Employees shall have the right to use monies remaining from the sums provided for health insurance to purchase additional term life insurance, vision care and/or long term care insurance offered by the City.
- 1.4 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 employee. 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 employee. 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.

- 1.5 Employees covered by this section shall have their choice of plans provided by the California Public Employees Retirement System (CalPERS), which are available in this service area.
- 1.6 Spouse and dependent coverage shall continue to be available as provided through CalPERS. An employee's spouse and dependent children under age twenty-six (26), as well as children over age twenty-six (26) who are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26) are currently eligible to be enrolled in the CalPERS health plans. This section will be in effect for the duration of this Resolution, subject to any contract changes by CalPERS.
- 1.7 Eligible retired employees shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For employees hired prior to the effective date of the CalPERS contract amendment (January 1, 2014) providing for a two-tiered retiree health insurance program, the City shall pay the monthly health insurance premium for eligible retired employees' health insurance in the same monthly amount as provided for active full-time employees for the term of this Resolution. For employees hired on or after January 1, 2014, the City shall pay a monthly health insurance premium for eligible retired employees' health insurance in accordance with the following schedule:

Full-Time service with Carson at time of retirement	% of difference between the required minimum contribution and the amount the City pays for active Employees
0 – 4.99 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	100%

SECTION 2. - DENTAL INSURANCE PREMIUM:

- 2.1 The City shall pay up to, but not exceed, the amount of eighty-seven dollars (\$87.00) per month for dental insurance provided by the City for each employee and his/her eligible dependents.
- 2.2 Employees may elect to discontinue or not enroll in the dental insurance program provided that they submit written proof of equivalent coverage. Employees electing to discontinue or not enroll in the dental insurance program shall receive sixty-five percent (65%) or fifty-six dollars and fifty-five cents (\$56.55) to be placed into a City-sponsored deferred compensation plan credited to the employee. Effective the month following the adoption of the Resolution, Unit members electing to discontinue or not enrolling in the dental insurance program shall receive seventy-five percent (75%) or sixty-five dollars and twenty-five cents (\$65.25) to be placed into a City-sponsored deferred compensation

plan credited to the employee. Employees 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. - LIFE INSURANCE COVERAGE:

The City agrees to provide each full-time employee with term life insurance coverage of not less than one hundred thousand (\$100,000.00), subject to the requirements of the insurance carrier. An employee shall have the right to purchase supplemental term life insurance, up to the appropriate limit, using monies remaining from the monthly sum originally provided by the City for the employee's health insurance with any balance to be paid at the employee's expense, subject to the requirement of the insurance carrier. The City shall continue to offer additional life insurance programs already offered for employee purchase.

SECTION 4. - SHORT/LONG TERM DISABILITY INSURANCE PROGRAM:

- 4.1 The City shall provide long term disability insurance (or "LTD") benefits for each full-time employee ("covered employee") 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 each covered employee solely to provide the benefit during the 90-day LTD benefit waiting period, the City shall provide a STD insurance plan for each covered employee under the terms, requirements and conditions compatible with the City's LTD benefit plan. Nothing herein shall bind the City to provide STD insurance coverage if the City chooses to implement a self-insured STD program.
- 4.3 After a maximum of a 90-day waiting period:
 - a. A covered 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 ($66\frac{2}{3}\%$) of his or her base pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave up to age sixty-five (65); and
 - b. A covered 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 ($66\frac{2}{3}\%$) of his or her base pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave for twenty-four (24) months. A covered 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 ($66\frac{2}{3}\%$) of his/her base pay rate to a maximum pay rate of seven thousand

five hundred dollars (\$7,500.00) per month at the commencement of disability leave up to age sixty-five (65).

- c. There shall be no reduction of LTD or STD benefits for a workers' compensation award for permanent disability. In no case shall an employee on workers' compensation receive short-term or long-term disability benefits and worker's compensation salary continuation or temporary disability benefits simultaneously.
- d. There shall be no exclusion for "soft tissue injuries", including but not limited to musculoskeletal and connective tissue disorders, strains and sprains of the cervical, thoracic and lumbosacral spine.
- e. The only allowable offsets are those listed in the LTD and STD policies.

4.4 The provision of the LTD Plan and the STD Plan is conditioned upon the following:

- a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by the existing carrier or other insurance carrier.
- b. Eligibility for and administration of benefits under the STD Plan and the LTD Plan and including the determination whether a covered employee is disabled from his or her own occupation, shall be determined by the insurance carrier, not by the City.

4.5 While on short term or long term disability, employees may use sick leave, comp time, administrative leave, or annual leave to bring them to 100% of their prevailing pay rate in conjunction with the disability benefit. The use of accrued leave shall be in order specified herein.

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

5.1 For those employees hired before the effective date of the CalPERS contract amendment (May 6, 2011) providing for a tiered retirement benefit, the City shall include employees in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:

- i. The optional contract provision relating to one (1) year final compensation;
- ii. The optional contract provision relating to military service credit as public service;
- iii. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;



- iv. The optional contract provision relating to two years additional service credit;
 - v. The optional contract provision relating to the ability to purchase part-time service credit, but solely at employee's own cost;
 - vi. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.
- 5.2 Effective March 15, 2014, employees shall pay the full percentage of the member contribution.
- 5.3 For those employees hired on or after the effective date of the CalPERS contract amendment (May 6, 2011) providing for a tiered retirement benefit, and defined by Assembly Bill 340 – Pension Reform as “Classic Members”, the City shall include such employees in the CalPERS “2% at 55” Plan with the following optional public agency contract provisions:
- i. The optional contract provision relating to one (1) year final compensation;
 - ii. The optional contract provision relating to military service credit as public service;
 - iii. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
 - iv. The optional contract provision relating to two years additional service credit;
 - v. The optional contract provision relating to the ability to purchase part-time service credit, but solely at employee's own cost;
 - vi. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.
- 5.4 Effective March 15, 2014, employees shall pay the full percentage of the member contribution.
- 5.5 For those employees hired on or after January 1, 2013, defined by Assembly Bill 340 – Pension Reform, as “New Members”, the City shall include such employees in the CalPERS “2% at 62” Plan with a three year final compensation period, and with the following optional contract provisions:
- i. The optional contract provision relating to military service credit as public service;
 - ii. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
 - iii. The optional contract provision relating to two years additional service credit;

- iv. The optional contract provision relating to the ability to purchase part-time service credit, but solely at employee's own cost;
- v. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

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

SECTION 6. - DEFERRED COMPENSATION PROGRAM:

6.1 The City shall continue to sponsor deferred compensation programs.

6.2 The City agrees to match the amount, dollar for dollar, up to six-hundred dollars (\$600.00) per calendar year, contributed to the employee's deferred compensation account. Effective Calendar year 2017, the City agrees to match the reduced amount, dollar for dollar, of up to five-hundred dollars (\$500.00) per calendar year, contributed to the employee's deferred compensation account.

SECTION 7. - VISION CARE PLAN:

The City will sponsor a vision care program. Employees may purchase vision care through a payroll deduction from wages and/or with money remaining from the monthly sum provided for health insurance.

SECTION 8. - SECTION 125 PLAN:

The City shall provide a Section 125 Tax Code plan in order to allow employees to deduct excess insurance premiums, unreimbursed medical expenses, and child care payments before taxes.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 1. - USE OF VETERANS PARK SPORTS COMPLEX:

All City employees and their families shall be entitled to use all facilities and programs at Veterans Sports Complex at the rates below:

Employee – one hundred dollars (\$100.00) per year

Employee and family – one hundred fifty dollars (\$150.00) per year

Employees who renew memberships shall receive the same percentage discount on the above prices as the general public receives at the time of renewal. For the purposes of this section, family shall mean those family members eligible for coverage under the CalPERS Health Insurance program provided by the City.

SECTION 2. - FAIR LABOR STANDARDS ACT:

The City's has the right and obligation to determine the jobs in the City of Carson which are exempt according to the revisions of the Fair Labor Standards Act. Those positions determined by the City to be exempt as defined in the Fair Labor Standards Act are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act.

SECTION 3. - PERSONNEL FILE:

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

SECTION 4. - NON-APPLICABILITY OF PERSONNEL RULES:

The City's Personnel Rules do not apply to employees covered by this resolution. Subject to the provisions of the City's Municipal Code, the City and 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. - DISCIPLINARY ACTION:

The authority of the City to institute disciplinary action against employees covered by this resolution and the rights of those employees with respect to such disciplinary action shall be governed by the provisions of the Carson Municipal Code.

SECTION 7. - DURATION:

This resolution shall be binding on the City and employees covered by this resolution when adopted by City Council. Except as otherwise provided herein, this resolution shall be in full force and effect until such time as amended or superseded by City Council ordinance or resolution.

PASSED, APPROVED AND ADOPTED THIS 2nd DAY OF AUGUST 2016.

MAYOR ALBERT ROBLES

ATTEST:

CITY CLERK DONESIA L. GAUSE, CMC

APPROVED AS TO FORM:

CITY ATTORNEY

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

I, Donesia Gause, City Clerk of the City of Carson, California, do hereby certify that the whole number of members is five; that the foregoing resolution, being Resolution No. 16-096 was duly and regularly adopted by said City at a regular meeting duly and regularly held on the 2nd day of August 2016, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS: Mayor Robles, Santarina, Davis-Holmes, Hilton and Hicks

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By: _____
City Clerk



Attachment A
City of Carson
Monthly Salary Schedule
Unclassified, Non-Represented, Non-Management Full-Time Employees
Effective June 20, 2015
Salary Range Nos. Change

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Field Deputy	248	5,313	5,578	5,857	6,150	6,457	6,780
Senior Field Deputy	251	5,723	6,008	6,308	6,623	6,955	7,302



Attachment B
City of Carson
Monthly Salary Schedule
Unclassified, Non-Represented, Non-Management Full-Time Employees
Effective August 13, 2016 (2.5% COLA)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Field Deputy	248	5,446	5,718	6,004	6,303	6,618	6,949
Senior Field Deputy	251	5,866	6,159	6,466	6,789	7,129	7,485