

RESOLUTION NO. 18-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE TENTATIVE AGREEMENT FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING (DEAL POINTS) BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, LOCAL 809, FOR THE PERIOD OF JULY 1, 2016 to JUNE 30, 2021.

WHEREAS, the City of Carson (City) has and continued to recognize the American Federation of State, County and Municipal Employee (AFSCME), Local 809, as the sole exclusive bargaining agents for those City employees designated as being in the American Federation of State, County and Municipal Employee (AFSCME), Local 809, for all matters concerning wages, hours and working conditions; and

WHEREAS, the most current Memorandum of Understanding (MOU) expired between the City and AFSCME, Local 809, expired on June 30, 2016;

WHEREAS, the City labor relations representatives and AFSCME, Local 809 representatives have successfully met and conferred to negotiate a successor MOU between the parties pursuant to both the Meyers-Milias-Brown Act (MMBA) (Government Code Sections 3500-3511) and the City's Employer-Employee Relation Resolution No. 85-107, and have jointly prepared and executed the attached Tentative Agreement For A Successor MOU (deal points) between the City and AFSCME, Local 809, for the period July 1, 2016 through and including June 30, 2021, subject to City Council determination and approval, which is made a part hereof by this reference; and

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

WHEREAS, the City labor relations representatives and AFSCME, Local 809 representatives have agreed to prepare and execute a final successor MOU between the City and AFSCME, Local 809 for the period of July 1, 2016 through and including June 30, 2021. The most current Memorandum of Understanding (MOU) expired between the City and AFSCME, Local 809 expired June 30, 2016.

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

Section 1. The above recitals are true and correct.

Section 2. The City Council approves the Tentative Agreement For A Successor MOU between the City and AFSCME, LOCAL 809 for the period of July 1, 2016 through and including June 30, 2021, a copy of which is attached as Attachment 1.

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

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

PASSED, APPROVED and ADOPTED this 7th day of November, 2018.

APPROVED AS TO FORM:

CITY OF CARSON:

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

Albert Robles
Albert Robles, Mayor

ATTEST:

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

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

I, Donesia Gause-Aldana, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 18-136, adopted by the City of Carson City Council at its meeting held on November 7, 2018, by the following vote:

AYES: COUNCIL MEMBERS: Hilton, Davis-Holmes, Hicks

NOES: COUNCIL MEMBERS: Robles, Santarina

ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

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



**TENTATIVE AGREEMENT
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
Per California Government Code Section 3505.1**

**Between
the City of Carson and
the American Federation Of State, County, And Municipal Employees Union, Council 36,
Local 1017, Representing the Confidential Employee Bargaining Unit**

The previous Memorandum of Understanding ("MOU") between the City of Carson ("City") and the American Federation Of State, County, And Municipal Employees Union, Council 36, Local 1017, ("Union" or "AFSCME") representing the Confidential Employee Bargaining Unit expired on June 30, 2016 ("AFSCME MOU 2015-16"). (Attachment 1.) The City and Union representatives began negotiating in June 2016 regarding a successor AFSCME MOU. The parties recently reached a tentative agreement on the terms for a successor AFSCME MOU, the deal points of which are set forth below and affirmed by the execution of this formal written Tentative Agreement by the parties' labor representatives. This Tentative Agreement was ratified by the Union on September 11, 2018. This Tentative Agreement shall not become effective until accepted, approved, and adopted by the City of Carson City Council per California Government Code Section 3505.1, which provides:

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

All terms and conditions of the prior AFSCME MOU 2015-16 shall be maintained unless expressly modified or changed herein until the successor AFSCME MOU is accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

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

Replace outdated existing language with the following (no contingencies):

- a. 2016/2017 No COLA
- b. 2017/2018 No COLA

- c. 2018/2019 3% COLA (effective pay period 7/1/18)
 - d. 2019/2020 3% COLA (effective pay period 7/1/19)
 - e. 2020/2021 3% COLA (effective pay period 7/1/20)
2. Acting Duty Pay: Article III, Section 3 is modified as follows effective upon City Council adoption of this Tentative Agreement:
- 3.2: Add: "To be eligible for an Acting Duty status, Unit members must meet the minimum qualifications of the job for the acting assignment."
 - 3.3: Replace existing first sentence only as follows: "An acting duty appointment may be effective for a period of up to ninety (90) days, except for special circumstances as defined by the City Manager, or his/her designee."
 - 3.12: It is affirmed by the parties that a Unit member shall not receive Acting Duty Pay during any approved leave or for any holiday. [No change to existing language is required.]
 - 3.14: Modify as follows: "The rotation of acting appointments should be used for all periods exceeding ~~thirty (30)~~ ninety (90) calendar days, unless extended by the City Manager or his/her designee."
3. Annual Leave: Article IV, Section 1 is modified as follows effective upon City Council adoption of this Tentative Agreement:
- 1.3: This annual leave accrual rate provision shall be clarified that it applies only to Unit members hired on or after City Council adoption of this Tentative Agreement and for these new hire employees the following accrual schedule shall apply:
 - 0-5 years – accrue 12.33 hours per month
 - 6-10 years – accrue 14.33 hours per month
 - 11 years + - accrue 17.66 hours per month
4. Sick Leave: Article IV, Section 2 is modified as follows effective upon City Council adoption of this Tentative Agreement:
- 2.2: This annual leave accrual rate provision shall be clarified that it applies only to Unit members hired on or after City Council adoption of this Tentative Agreement. For Unit members hired on or after that date, they may only accrue a maximum of eleven hundred (1,100) hours of sick leave.
5. Bereavement Leave: Article IV, Section 8 is modified as follows effective upon City Council adoption of this Tentative Agreement.

Replace existing language entirely with the following:

"A Unit member will be allowed to use up to twenty (20) consecutive hours of paid bereavement leave per calendar year in the event of the death of the Unit member's spouse, domestic partner, child, step child, foster child, son-in-law, daughter-in-law, parent, step parent, parents-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, or grandchild. Bereavement leave does not accrue, nor can it be cashed out if not used by the Unit member."

6. Short/Long Term Disability Insurance Program: Article V, Section 4 is modified as follows effective upon City Council adoption of this Tentative Agreement.

4.3: Add that base pay rate does not include special compensation;

4.5: Change "regular pay rate" to "base pay rate not including special compensation."

7. Union Access to New Employee Orientations & Information: Add New Section 11 to Article VIII of in order to comply with AB 119 which became effective July 1, 2017 and requires the City and its employee organizations to negotiate the structure, time, and manner of the access to new employee orientations and mandates the City to provide employee information within specified times. The parties have agreed to the following language and procedure:

Pursuant to AB 119, the City agrees to provide, when practical, no less than 10-days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the City reasonably in advance as to the type of access requested. The City agrees to provide such reasonable notice of current employees that have changed position status." (i.e. part-time to full time, promotional.

The City agrees, pursuant to AB 119, to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The City also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees bi-annually.

Notwithstanding the foregoing, pursuant to AB 119, the City will not provide the Union with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the City will provide the Union with a copy of that request.

8. Duration: Article XIII, Section 7 is modified as follows effective upon City Council adoption of this Tentative Agreement:

This Tentative Agreement covers a five (5) year contract term from July 1, 2016 to June 30, 2021. In addition, Subsection 7.2 is hereby modified to read: "The City and the Union agree that negotiations on a successor contract shall begin in the second week of May, 2021. The Union will submit a list of requests to the City no later than May 1, 2021.

9. Re-Openers: The parties agree to the following additional contract re-openers to be added to Article XIII, Section 8:

G. Medical Premiums: The parties agree to re-open the MOU in or about July 2019 for purposes of discussing the City medical premium rates and the City's contributions thereto for the 2020 calendar year.

H. Workers Compensation Leave: The parties agree to a reopener to discuss not offsetting workers' compensation/temporary disability payments against long term disability, including whether employee will be allowed to transition from workers' compensation/temporary disability to long term disability while still suffering from an occupational injury and possibly eliminating the ability of employees to roll over from WC to Long Term Disability.


I. Biometric Timekeeping: The parties agree to a reopener to discuss the City's proposal to implement biometric timekeeping during MOU term.

10. Successor MOU Language Updates: After City Council adoption of this Tentative Agreement and direction given to the parties to prepare a successor AFSCME MOU that reflects the contents herein, the parties agree that said successor AFSCME MOU shall be reviewed and language updated with any proposed changes not mentioned herein requiring mutual agreement by City and the Union.

[SIGNATURES ON NEXT PAGE]

AFSCME MOU 2017-2021 Tentative Agreement (Local 1017)
September 25, 2018

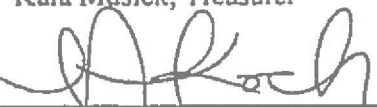
AFSCME LOCAL 1017


Jorge Castillo, President


Bob Adams, Business Representative


Lisa Berglund, Vice President

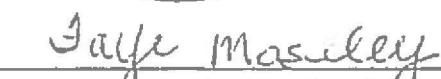

Kara Musick, Treasurer

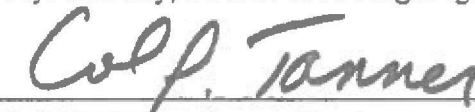

Vanessa Koch, Secretary


Debbie Green

CITY OF CARSON


Kenneth C. Farfsing, City Manager


Faye Moseley, Director of HR/Risk Mgmt.


Colin J. Tanner, Deputy City Attorney

Attachments: AFSCME Local 1017 MOU 2015-2016
Updated Salary Schedules

Appendix A

**City of Carson
Monthly Salary Schedule
AFSCME Local 1017
Effective June 30, 2018**

(3% COLA)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Administrative Analyst	150	5,893	6,187	6,497	6,822	7,163	7,520
Administrative Secretary	338	4,660	4,891	5,134	5,388	5,657	5,938
Assistant to the City Manager	163A	8,124	8,529	8,956	9,404	9,874	10,367
Deputy City Clerk	147A	5,473	5,746	6,034	6,336	6,652	6,984
Division Secretary	335	4,330	4,545	4,771	5,008	5,255	5,517
Employment Services Clerk	223	3,116	3,271	3,435	3,607	3,787	3,977
Executive Assistant	147	5,473	5,746	6,034	6,336	6,652	6,984
Human Resources Analyst	153	6,345	6,661	6,994	7,344	7,711	8,096
Human Resources Assistant	137	4,275	4,488	4,711	4,946	5,194	5,453
Human Resources Specialist	144A	5,083	5,336	5,603	5,883	6,177	6,486
Management Assistant	142	4,836	5,078	5,331	5,598	5,877	6,172
Principal Administrative Analyst	154	6,505	6,830	7,172	7,529	7,905	8,300
Risk Management Analyst	151	6,042	6,344	6,660	6,993	7,343	7,710
Senior Administrative Analyst	152	6,192	6,501	6,826	7,167	7,525	7,901
Senior Clerk	330	3,833	4,022	4,221	4,430	4,650	4,880
Senior Human Resources Analyst	157	7,006	7,356	7,723	8,108	8,514	8,939
Senior Human Resources Assistant	139	4,491	4,715	4,951	5,198	5,459	5,732
Senior Human Resources Specialist	146	5,336	5,603	5,883	6,177	6,486	6,810
Senior Risk Management Analyst	158A	7,179	7,539	7,915	8,310	8,726	9,162

Appendix B

City of Carson
Monthly Salary Schedule
AFSCME Local 1017
Effective June 29, 2019

(3% COLA)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Administrative Analyst	150	6,069	6,373	6,692	7,026	7,377	7,746
Administrative Secretary	338	4,800	5,038	5,288	5,550	5,826	6,116
Assistant to the City Manager	163	8,367	8,785	9,225	9,686	10,170	10,678
Deputy City Clerk	147	5,638	5,919	6,215	6,526	6,851	7,194
Division Secretary	335	4,460	4,682	4,914	5,158	5,413	5,682
Employment Services Clerk	223	3,209	3,369	3,538	3,715	3,901	4,096
Executive Assistant	147	5,638	5,919	6,215	6,526	6,851	7,194
Human Resources Analyst	153	6,535	6,861	7,204	7,564	7,942	8,339
Human Resources Assistant	137	4,403	4,622	4,853	5,094	5,350	5,616
Human Resources Specialist	144	5,236	5,497	5,771	6,060	6,362	6,680
Management Assistant	142	4,981	5,230	5,491	5,766	6,053	6,357
Principal Administrative Analyst	154	6,701	7,035	7,387	7,755	8,142	8,549
Risk Management Analyst	151	6,223	6,534	6,860	7,202	7,563	7,941
Senior Administrative Analyst	152	6,378	6,696	7,031	7,382	7,751	8,138
Senior Clerk	330	3,948	4,143	4,348	4,563	4,790	5,027
Senior Human Resources Analyst	157	7,216	7,577	7,955	8,351	8,769	9,208
Senior Human Resources Assistant	139	4,626	4,857	5,100	5,354	5,623	5,904
Senior Human Resources Specialist	146	5,497	5,771	6,060	6,362	6,680	7,015
Senior Risk Management Analyst	158A	7,394	7,765	8,152	8,559	8,988	9,437

Appendix C

**City of Carson
Monthly Salary Schedule
AFSCME Local 1017
Effective June 27, 2020**

(3% COLA)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Administrative Analyst	150	6,251	6,564	6,893	7,237	7,599	7,978
Administrative Secretary	338	4,943	5,189	5,446	5,716	6,001	6,300
Assistant to the City Manager	163A	8,618	9,049	9,501	9,977	10,475	10,998
Deputy City Clerk	147	5,807	6,096	6,401	6,721	7,057	7,410
Division Secretary	335	4,594	4,822	5,062	5,313	5,575	5,853
Employment Services Clerk	223	3,305	3,471	3,644	3,827	4,018	4,219
Executive Assistant	147A	5,807	6,096	6,401	6,721	7,057	7,410
Human Resources Analyst	153	6,731	7,067	7,420	7,791	8,180	8,589
Human Resources Assistant	137	4,535	4,761	4,998	5,247	5,511	5,785
Human Resources Specialist	144A	5,393	5,661	5,944	6,242	6,553	6,881
Management Assistant	142	5,130	5,387	5,656	5,939	6,235	6,548
Principal Administrative Analyst	154	6,902	7,246	7,609	7,988	8,387	8,805
Risk Management Analyst	151	6,410	6,730	7,066	7,419	7,790	8,179
Senior Administrative Analyst	152	6,569	6,897	7,242	7,603	7,983	8,382
Senior Clerk	330	4,066	4,267	4,478	4,700	4,934	5,177
Senior Human Resources Analyst	157	7,433	7,804	8,193	8,602	9,032	9,484
Senior Human Resources Assistant	139	4,764	5,003	5,253	5,515	5,791	6,081
Senior Human Resources Specialist	146	5,661	5,944	6,242	6,553	6,881	7,225
Senior Risk Management Analyst	158A	7,616	7,998	8,397	8,816	9,258	9,720