

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
COUNCIL 36,

Charging Party,

v.

CITY OF CARSON,

Respondent.

Case No. LA-CE-1461-M

SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the American Federation of State, County & Municipal Employees, Council 36, Local 809 ("Charging Party" or "Local 809") and the City of Carson ("City") (hereinafter and collectively the "Parties"), in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the Parties concerning changes made by the City as to the salaries of part-time, represented employees in 2020, 2021 and 2022 in response to a mandated state-wide annual increase in minimum wages per Senate Bill 3 (2016), and whether the minimum wage changes constituted an unfair practice in violation of Government Code section 3509(b), Section 2(d) of the City's Employer-Employee Relations Ordinance, and PERB Regulation 32603(a), (b), and (c).

2. After conferring on the issues and the allegations made, the Parties desire to fully and completely resolve all of the claims asserted against the City by Charging Party in the above-captioned unfair practice charge and any and all complaints and claims arising therefrom or in connection therewith on the following terms:

- a. The City agrees to implement a salary schedule for 2020 which will reflect a 5% differential between the steps of the salary ranges and reflect a 2.5% differential between the range numbers of the salary classifications, with the beginning minimum hourly wage of \$13.00 for classification 810. For purposes of calculating the differential between

salary classifications where there exist range numbers between the classifications that do not correspond to any classification, the parties agree, for purposes of this agreement only, that the differential will be based on the number of ranges between the two positions, multiplied by 2.5%. For example, the differential between Recreation Assistant III, at range 815, and Clerical Assistant, at range 818, will be 7.5%. The agreed upon salary schedule for 2020 is attached hereto as Exhibit "A".

- b. The City agrees to implement a salary schedule for 2021 which will reflect a 5% differential between the steps of the salary ranges and reflect a 2.5% differential between the range numbers of the salary classifications, with the minimum hourly wage of \$14.00 for classification 810, using the same manner of calculation described in section 2.a of this agreement. The agreed upon salary schedule for 2021 is attached hereto as Exhibit "B".
- c. The City agrees to implement a salary schedule for 2022 which will reflect a 5% differential between the steps of the salary ranges and reflect a 2.5% differential between the range numbers of the salary classifications, with the minimum hourly wage of \$15.00 for classification 810, using the same manner of calculation described in section 2.a of this agreement. The agreed upon salary schedule for 2022 is attached hereto as Exhibit "C".
- d. The City agrees to provide retroactive compensation to Local 809 part-time represented employees still employed by the City at the time of City Council approval of this Settlement Agreement based on the salary schedule attached as Exhibit "A" for the actual hours worked in 2020, with retroactivity from January 1, 2020 through December 31, 2020.
- e. The City also agrees to provide retroactive compensation to Local 809 part-time represented employees still employed by the City at the time of City Council approval of this Settlement Agreement based on the salary schedule attached as Exhibit "B" for the actual hours worked in 2021, with retroactivity from January 1, 2021 through the date of approval by the City Council of this Settlement Agreement.
- f. The City shall have four (4) full pay periods following City Council approval of this Settlement Agreement to calculate the final retroactive payments, provide those calculations to Local 809 representatives, and thereafter make the retroactive payments to Local 809 part-time

represented employees. Along with the payment, the City will provide to each employee a detailed report containing the following information: (a) all hours worked from January 1, 2020 to the date of approval of the settlement agreement, by pay period, with the corresponding hourly rate of pay for each period; (b) any changes to the regular hourly rate due to merit step increases or promotions and the date the changes became effective; (c) any temporary increases to the regular hourly rate due to acting duty pay, overtime, and holiday pay; and (d) all hours paid for sick leave, declared emergency leave, and COVID-19 testing, including the rate and date range for such pay. The parties will meet and confer over the format of this report. The City will also provide the above information to the Union.

- g. It is the City's position that there is no established practice or policy of maintaining a 5% differential between the steps of salary ranges and a 2.5% differential between salary classifications with Local 809 part-time represented employees. The Union, for its part, believes, as alleged in the Unfair Practice Charge, that there is such an established practice and policy. As such, the above-referenced salary schedules and retroactive payments are the result of a compromise for the purposes of the instant settlement. The above-referenced salary schedules and retroactive payments do not create or continue an established practice or policy regarding the salary schedules for Local 809 part-time represented employees.
- h. Any Local 809 part-time represented employee who has left the City's employment and/or is not on payroll at the time of City Council approval of this Settlement Agreement shall not be entitled to any retroactive pay provided herein. Employees that served in a Local 809-represented part-time classification after January 1, 2020 and at some point received a promotion out of the part-time bargaining unit shall be entitled to any applicable retroactive pay from January 1, 2020 up to the day prior to the effective date of said employee's new role if still actively employed by the City at the time of City Council approval of this Settlement Agreement.
- i. If any Local 809 part-time represented employee believes they are entitled to a different calculation of retroactive pay than what is provided pursuant to this Settlement Agreement, the employee or their Local 809 representative must inform the City's designated representative(s) in writing within 120 calendar days from the date the retroactive paycheck

was issued. The City will review all such claims and attempt to resolve them within 60 working days of receiving such written request. To the extent such disputes are not resolved to the mutual satisfaction of the City and the employee raising the dispute, the City and the Union will meet and confer in good faith within 60 calendar days of the City's determination in response to any claim raised above, in a mutual effort to resolve any outstanding disputes. To the extent the Union and City are unable to resolve any outstanding disputes, the Parties agree to submit the dispute to the Office of Administrative Hearings for binding arbitration. The City and Union agree to share equally any costs for the Office of Administrative Hearings, but otherwise each party will bear its own costs. The Parties agree that to reduce hearing costs: (a) no Court reporter will be required for this hearing (or that if one is desired, the party so requesting will bear the expense); (b) the Parties will submit closing argument orally rather than by written brief; and (c) the Parties will request a bench ruling to be reduced to a short written order rather than a full opinion. Written inquiries should be directed to the City's designated contact Claudia Buenrostro, Accounting Manager, at CBuenrostro@carsonca.gov, with a copy to HumanResources@carsonca.gov. Notwithstanding the above, the City recognizes its obligation to appropriately classify employees at the correct step (A through F) based on Article II, Section 2 of the Memorandum of Understanding with Local 809 for the part-time unit for the period of July 1, 2013 through June 30, 2017, passed as Resolution No. 16-041. Nothing in this agreement shall trump Section 2.1 of that Memorandum of Understanding, and in particular the following language, which shall be unaffected by the timelines described above: "If a step increase is processed late, the City agrees to pay it retroactively." This Settlement Agreement shall only become effective upon formal approval of the Settlement Agreement by the City Council of the City during an open session City Council meeting. If the City Council does not approve the Settlement Agreement, then the Settlement Agreement shall be null and void and of no further effect.

- j. The Parties agree to bear their own costs, expenses, and attorneys' or representatives' fees incurred in connection with the above-captioned unfair practice charge, these proceedings, and/or the events resulting in and/or preceding this Settlement Agreement.


3. Charging Party agrees to withdraw the above-captioned unfair practice charge with prejudice within five (5) business days of the City Council's approval of this Settlement Agreement.

4. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this Settlement Agreement, nor should any be inferred from this Settlement Agreement.

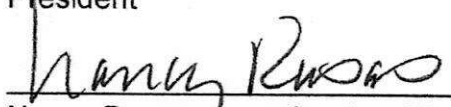
5. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the Parties based upon the above-referenced matter.

6. The undersigned Parties represent that they have read and understand the terms of this Settlement Agreement and that they are authorized to execute this Settlement Agreement on behalf of their principals upon the terms stated.


For Charging Party,
AFSCME Local 809:



Salvador Ortega October 28, 2021
President

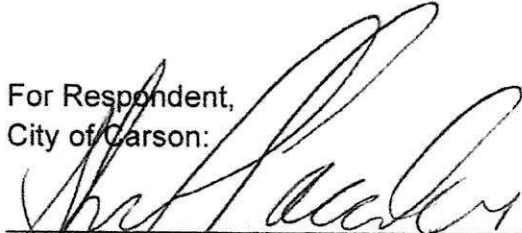


Nancy Rusas October 28, 2021
Recording Secretary



Bob Adams October 28, 2021
Business Representative, AFSCME
District Council 36

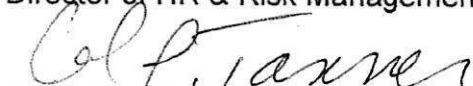
For Respondent,
City of Carson:



Sharon Landers October 28, 2021
City Manager



Faye Moseley October 28, 2021
Director of HR & Risk Management



Colin Tanner October 28, 2021
Deputy City Attorney