

**RESOLUTION NO. 19-036**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING AND RESTATING RESOLUTION NO. 16-073 DECLARING THE EMPLOYEE CLASSIFICATIONS OF CHIEF DEPUTY CITY CLERK AND CHIEF DEPUTY CITY TREASURER AS EXCLUDED FROM THE CIVIL SERVICE SYSTEM, DESIGNATING SUCH CLASSIFICATIONS TO BE UNREPRESENTED AND AT-WILL, PURSUANT TO APPLICABLE PROVISIONS OF THE GOVERNMENT CODE, AND ESTABLISHING THE SALARY AND BENEFITS FOR SUCH CLASSIFICATIONS**

**WHEREAS**, Government Code Section 40813 authorizes the city clerk of a city to appoint deputies, who shall serve at the pleasure of the city clerk and receive such compensation as is provided by the legislative body; and

**WHEREAS**, Government Code Sections 41006 and 41007 authorize the city treasurer of a city to appoint deputies, who shall serve at the pleasure of the city treasurer and receive such compensation as is provided by the legislative body; and

**WHEREAS**, Government Code Section 36505 requires the legislative body of a city to fix the compensation of all appointive officers and employees by resolution or ordinance; and

**WHEREAS**, the California Public Employee Retirement System ("CalPERS"), through California Code of Regulations, Title 2, Division 1, Chapter 2, Subchapter 1, Article 4, Section 570.5 limits pay rates 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**, on June 9, 2016, the City Council of the City of Carson ("City Council") directed City staff to create a position of Chief Deputy City Clerk, to be an unrepresented, non-classified at-will position subject to the appointing authority of the City Clerk of the City, pursuant Government Code Section 40813; and

**WHEREAS**, to accomplish the City Council's directive, City staff created the position and job description under the title of Senior Deputy City Clerk, which it felt better reflected that the position was being created as an at-will position, given that a classification already existed under the title of Chief Deputy City Clerk within the Management Employee Bargaining Unit represented by the Association of Management Employees (AME); and

**WHEREAS**, the salary, benefit and other employment terms of the newly-created at-will position, under the title of Senior Deputy City Clerk, were formally approved by the City Council on June 21, 2016; and

**WHEREAS**, the Senior Deputy City Clerk position received a 2% salary increase, effective July 1, 2018 at the direction of the City Manager; and

**WHEREAS**, the City and AME have agreed to a unit modification to remove the classification bearing the title of Chief Deputy City Clerk from the Management Employee Bargaining Unit, which has been vacant since prior to June 9, 2016, and will enter into a side letter agreement, concurrently with this Resolution, providing therefor; and

**WHEREAS**, in connection with the unit modification to remove the Chief Deputy City Clerk from the Management Employee Bargaining Unit, the City Council now seeks to change the title of the at-will position of "Senior Deputy City Clerk" to "Chief Deputy City Clerk" to better reflect its longstanding duties and functions, which were largely carried over from the Management Employee Bargaining Unit classification to the at-will classification when it was created in 2016; and

**WHEREAS**, the City Council now seeks to create another unrepresented, at-will classification, namely the Chief Deputy City Treasurer classification, subject to the appointing authority of the City Treasurer of the City, pursuant to Government Code Sections 41006 and 41007;

**WHEREAS**, the Chief Deputy City Treasurer classification is currently in the Management Employee Bargaining Unit represented by AME, but the City and AME have agreed to a unit modification to remove the classification bearing the title of Chief Deputy City Treasurer from the Management Employee Bargaining Unit, which has been vacant since December 18, 2018, and, concurrent with this Resolution, will enter into a side letter agreement providing therefor; and

**WHEREAS**, concurrently with this Resolution, the City Council intends to amend and restate: (i) Resolution No. 16-074, to fix the employer's contribution under the Public Employee' Medical and Hospital Care Act (PEMHCA) with respect to the Chief Deputy City Clerk and Chief Deputy City Treasurer positions; (ii) Resolution No. 16-075, to amend the classification plan, Resolution No. 77-111, to adopt classification specifications for the Chief Deputy City Clerk and Chief Deputy City Treasurer positions; (iii) and Resolution No. 16-076, to establish the vesting contribution under Government Code Section 22893.1 relating to PEMHCA; and (iv) Resolution No. 16-077, to designate the Employer Paid Member Contributions for the Chief Deputy City Clerk and Chief Deputy City Treasurer positions; and

**WHEREAS**, the City Council desires, through this resolution, to amend and restate Resolution No. 16-073 to adopt the salary and benefits for one and only one at-will Chief Deputy City Clerk classification and position, and one and only one at-will Chief Deputy City Treasurer classification and position.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

**ARTICLE I**      **RECITALS.** The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

**ARTICLE II**      **TITLE CHANGE; CREATION OF POSITION**

**SECTION 1.**      **CHIEF DEPUTY CITY CLERK; TITLE CHANGE**

The job title of the unrepresented, non-classified, at-will City employment position of "Senior Deputy City Clerk," established pursuant to Government Code Section 40813 effective June 21, 2016, is hereby changed to "Chief Deputy City Clerk."

**SECTION 2.**      **CHIEF DEPUTY CITY TREASURER; CREATION**

There is hereby created an unrepresented, at-will City employment position of "Chief Deputy City Treasurer" pursuant to Government Code Sections 41006 and 41007.

**ARTICLE III      COMPENSATION**

**SECTION 1.      SALARY**

The positions specified in Article II shall have the following salary ranges:

Title	Range	Step A	Step B	Step C	Step D	Step E	Step F
Chief Deputy City Clerk*	163	8,124	8,530	8,956	9,404	9,874	10,367
Chief Deputy City Treasurer	163	8,124	8,530	8,956	9,404	9,874	10,367

\*Includes 2% salary increase granted to the position effective July 1, 2018 by the former City Manager and retroactively ratified by City Council as set forth in Section 2 of Resolution No. 19-045.

**SECTION 2.      SALARY ADVANCEMENT**

- 2.1 Advancement shall mean a pay rate increase given to the employees covered by this resolution (hereinafter "Employee" or "Employees"), contingent upon merit and performance, within the pay range established for the Employee's classification. Employee's pay rate increase shall be effective the first day of the payroll period in which the appropriate length of service is achieved.
- 2.2 In addition to those conditions provided for in the City's Standard Management Procedures ("SMPs"), Employee shall be eligible for advancement when his/her length of satisfactory service in the 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 month in Step E

- 2.3 If 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.
- 2.4 The City Manager, at his/her sole discretion, or upon the recommendation of the City Clerk or City Treasurer (as applicable to Employee), may grant Employee an accelerated merit pay increase for exceptional job performance. 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 receiving an "outstanding" rating on Employee's most recent performance evaluation, such performance evaluation which is current. In no event may an Employee salary exceed the salary range establish by Section 1 above.



### **SECTION 3. ALLOWANCE FOR MILEAGE**

- 3.1 The City shall reimburse Employee for use of his/her 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.
- 3.2 Reimbursement to Employee 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.
- 3.3 Employee reimbursement requests must be filed within the time frame required by SMP No. 3.18 or any applicable SMP which may be subsequently adopted.

### **SECTION 4. COMPENSATION FOR HOME TELEPHONE CALLS**

- 4.1 Should Employee receive or initiate work-related telephone calls at home as part of Employee's regular duties, then Employee shall be compensated for such calls at the rate of one-half ( $\frac{1}{2}$ ) hour pay. If an individual call or group of calls exceed one-half ( $\frac{1}{2}$ ) hour's time, Employee's compensation will be rounded up to the next one-half ( $\frac{1}{2}$ ) hour increment.
- 4.2 Employee shall submit the request for compensation for home telephone calls on the City's timesheet or overtime slip with the City Clerk's or City Treasurer's (as applicable) confirmation and approval. Employee's signed timesheet or overtime slip shall serve as an affidavit of the telephone call.

### **SECTION 5. LONGEVITY PAY**

- 5.1 Employee shall be entitled to two and one-half percent ( $2\frac{1}{2}\%$ ) of Employee's prevailing pay rate as longevity pay commencing on the anniversary of attaining fifteen (15) years continuous service credit with the City.
- 5.2 Employee shall be entitled to an additional two and one-half percent ( $2\frac{1}{2}\%$ ) of Employee's prevailing pay rate as longevity pay commencing on the anniversary of attaining twenty (20) years continuous service credit with the City.
- 5.3 Employee shall be entitled to an additional two and one-half percent ( $2\frac{1}{2}\%$ ) of Employee's prevailing pay rate as longevity pay commencing on the anniversary of attaining twenty-five (25) years continuous service credit with the City.

### **SECTION 6. COURT SUMMONS/SUBPOENA/JURY DUTY**

- 6.1 Summons and Subpoenas.
  - a. If Employee is summoned during or outside of work hours to provide testimony on behalf of the City, or as a result of the performance of the course and scope of the Employee's duties, or at the direction of the City Manager, City Attorney, or City Clerk or City Treasurer (as applicable to Employee), 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 arbitration or mediation, then Employee shall be paid his/her prevailing pay rate during such court service.

- b. If Employee is called as witnesses at the proceedings listed above, then Employee shall make arrangements to be placed "on call" with at least two-hour notice of the need for their attendance.
- c. If Employee provides testimony on Employee's behalf or for Employee's personal interests, 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 arbitration or mediation, then Employee shall be required to use approved accrued leave time, or shall take time off as approved leave without pay.

#### 6.2 Jury Duty.

Employee shall be entitled to pay for jury duty limited to ten (10) working days in any one (1) calendar year. Payment for jury duty shall be limited to those work days, or portions of work days, which fall during the Employee's regular work schedule, and shall not exceed forty (40) hours in any work week.

### **SECTION 7. BILINGUAL USAGE PAY**

- 7.1 The Human Resources Department Head may authorize compensation to Employee for using bilingual skills during the course of work upon receipt of a written justification from the City Clerk or City Treasurer (as applicable to Employee).
- 7.2 If Employee is required to use bilingual skills during the course of work, he or she may petition for bilingual usage pay by submitting written justification, approved by the City Clerk or City Treasurer, as applicable, to the Human Resources Department Head.
- 7.3 Bilingual usage pay shall be fifty dollars (\$50.00) per month.
- 7.4 The City may, at its discretion, test Employee for proficiency in a second language in order for such Employee to receive bilingual usage pay.
- 7.5 Employee may not qualify for more than one (1) "second" language or more than one (1) bilingual usage pay at any given time.

### **SECTION 8. ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE**

The City agrees to provide Employee with professional development pay of six hundred dollars (\$600.00) as an allowance, payable in the first quarter of the fiscal year, 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 9. PAYCHECK DISTRIBUTION**

- 9.1 Payday shall be bi-weekly on Thursday. In the event the City determines to change the method of paycheck distribution, Employee will be advised thirty (30) working days in advance.
- 9.2 Payment distribution shall be through mandatory direct bank deposits except if Employee 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 Human Resources Department Head and the Finance Department Head to be granted exception.
- 9.3 The City does not permit payroll check advances.

**SECTION 10. OVERPAYMENT REMEDY**

Employee shall reimburse the City for any overpayment of wages or benefits. Employee shall notify the City within three (3) working days of any such overpayment. Said reimbursement shall not be required until the City notifies 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 Employee. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment. Failure by the City to timely notify Employee of an overpayment does not waive the City's right to repayment.

**SECTION 11. OVERTIME COMPENSATION**

The City shall determine whether Employee is or is not exempt from the provisions of the Fair Labor Standards Act based upon the duties assigned. If Employee is exempt, then Employee shall not be entitled to any overtime compensation or compensation for home telephone calls. If Employee is determined to be non-exempt, then Employee shall be entitled to overtime compensation in accordance with the Fair Labor Standards Act. The City Clerk or City Treasurer, as applicable, shall consider and may approve overtime requests, and any overtime hours worked beyond twenty (20) hours in one (1) month shall also require prior approval by the City Manager.

**ARTICLE IV LEAVES**

**SECTION 1. ANNUAL LEAVE:**

The City shall provide Employee 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 City Clerk or City Treasurer (as applicable to Employee), has the exclusive authority to approve the use of annual leave.
- 1.3 Employee shall be credited with annual leave at the following accrual rates:

- a. Eleven and thirty three hundredths (11.33) hours for each month of service or major portion thereof from date of appointment to fifth (5th) anniversary date (0-5 yrs.);
  - b. Thirteen and thirty three hundredths (13.33) hours for each month of service or major portion thereof upon fifth (5th) anniversary date to tenth (10th) anniversary date (6-10 yrs.);
  - c. Sixteen and sixty-six hundredths (16.66) hours for each month of service or major portion thereof upon tenth (10th) anniversary date (11 yrs. +);
  - d. Ten (10) hours upon twentieth (20th) anniversary date in addition to monthly accrual under Section 1.3c;
  - e. Twenty (20) hours upon twenty-first (21st) anniversary date in addition to monthly accrual under Section 1.3c;
  - f. Thirty (30) hours upon twenty-second (22nd) anniversary date in addition to monthly accrual under Section 1.3c;
  - g. Forty (40) hours upon twenty-third (23rd) anniversary date in addition to monthly accrual under Section 1.3c.
- 1.4 Employee shall not be credited with annual leave for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
- 1.5 Employee may use annual leave only after completing six (6) months of service. Employee shall not use less than one (1) hour of annual leave at any time. Employee shall deduct from Employee's annual leave bank on an hour for hour basis for any time not at work or working for the City during official City work hours.
- 1.6 Employee shall not accrue more than five hundred (500) hours of annual leave. At five hundred (500) hours, employee shall cease accruing annual leave until the leave bank drops below five hundred (500) hours.
- 1.7 When Employee separates from the City service, he/she shall be compensated for any accrued annual leave, calculated using the Employee's prevailing pay rate, plus longevity pay on the date of 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 Employee with sick leave subject to the following conditions:

- 2.1 Employee 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. Employee shall not be credited with sick leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.



- 2.2 Sick leave may not be used in increments of less than one-half hour. Employee may use accrued sick leave only after completing one (1) month of initial service. Employee shall deduct from Employer's sick leave bank on a minute for minute basis for any time that Employee is not at work or working for the City during official City work hours due to sick related and qualified reasons.
- 2.3 Employee may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. At one thousand two hundred (1,200) hours, employee shall cease accruing annual leave until the leave bank drops below one thousand two hundred (1,200) hours. Employee may only cash out seven hundred fifty (750) hours of sick leave upon separation from the City.
- 2.4 Employee may not use sick leave at Employee's discretion, but only in cases of actual sickness, illness, injury or quarantine of Employee or actual sickness, illness, injury or quarantine of Employee's immediate family, or for bereavement or as required of the Employer by law. Sick leave shall 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. Employee 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 of 1993 (FMLA)).
- 2.5 When Employee wishes to use accrued sick leave, Employee shall notify the City Clerk or City Treasurer (as applicable to Employee), or his/her designee (or the Human Resources Department if no designee), of the intended absence due to sickness, either before, or within one (1) hour after, the time set for beginning the work period, unless Employee is incapacitated and physically unable to provide the required notification. If Employee is on sick leave, then Employee shall regularly inform the City Clerk or City Treasurer, as applicable, or his/her designee (or the Human Resources Department if no designee), of Employee's status and projected return to work date.
- 2.6 When Employee uses sick leave, Employee shall complete and submit a signed leave request form. When Employee uses sick leave in excess of three (3) consecutive working days, and there is a pattern of absenteeism, the City may require the 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.
- 2.7 Employee shall be paid one-half (½) the value of accrued sick leave up to seven hundred fifty (750) hours, using Employee's prevailing pay rate, plus longevity pay upon termination from the City. Sick leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.
- 2.8 When employment terminates, Employee shall be compensated for one-half (1/2) the value of accrued sick leave, provided 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 leaves 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 Employee's prevailing pay rate, plus longevity pay, on the date of Employee's separation from City service.

- 2.9 The City Clerk or City Treasurer, as applicable, may only approve the use of other leaves in lieu of sick leave when Employee has no sick leave available and the need for such leave is due to a catastrophic illness or injury to Employee or his/her immediate family.

**SECTION 3. SICK LEAVE INCENTIVE PLAN:**

- 3.1 If Employee uses (50) hours or less of sick leave during the preceding calendar year, then Employee may elect to receive pay for fifty percent (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. At Employee's election, the payment for unused sick leave may be converted to equivalent annual leave.
- 3.2 Employee shall indicate election by written request to the Finance Department Head 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.
- 3.3 When Employee elects to receive payment in cash or annual leave, then 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.
- 3.4 To be eligible for this provision, 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. Employee must also have a 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 4. COMPENSATORY LEAVE:**

The City shall determine whether Employee is or is not exempt from the provisions of the Fair Labor Standards Act based upon the duties assigned. If Employee is exempt, then Employee shall not be entitled to any Compensatory Leave. If Employee is determined to be non-exempt, then Employee shall be entitled to compensatory leave subject to the following conditions:

- 4.1 Employee shall not use less than one (1) hour of compensatory leave at any time.
- 4.2 Employee may accrue a maximum of eighty (80) hours of compensatory leave.
- 4.3 When Employee separates from the City service for any reason, Employee shall be compensated for any accrued compensatory leave calculated using the Employee's prevailing pay rate, plus longevity pay on the date of separation from City service. Comp time hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.
- 4.4 Use of compensatory time shall require the prior written approval of the City Clerk or City Treasurer (as applicable to Employee). The City Clerk or City Treasurer, as applicable, shall permit compensatory leave to be used at the discretion of the Employee, unless the City Clerk or City Treasurer, as applicable, determines, in his/her sole discretion, that the Employee's use of compensatory leave on the date and/or times requested interferes with work group operations.



## **SECTION 5. ADMINISTRATIVE LEAVE:**

The City shall determine whether Employee is or is not exempt from the provisions of the Fair Labor Standards Act based upon the duties assigned. If Employee is exempt, then City shall provide exempt designated Employee 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 Employee designated as exempt shall be credited with ten (10) hours of administrative leave per month. Exempt Employee may accrue a maximum of one hundred sixty (160) hours of administrative leave, after which accruals cease until below the cap amount.
- 5.2 Use of administrative leave shall require the prior written approval of the City Clerk or City Treasurer, as applicable, or, in such official's absence, the City Manager.
- 5.3 When Employee who is exempt separates from the City service for any reason, the City shall compensate Employee for all accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate, plus longevity pay on the date of Employee's 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.
- 5.4 Employee shall not be credited with administrative leave hours for leaves of absence without pay exceeding eighty (80) working hours in a calendar month.

## **SECTION 6. LEAVE OF ABSENCE WITHOUT PAY:**

- 6.1 The City Clerk or City Treasurer (as applicable to Employee), has the exclusive authority to approve Employee's request for leave of absence from work without pay. Such leave of absence shall not be approved unless Employee provides the City Clerk or City Treasurer, as applicable, with a written reason for the request. If the City Clerk or City Treasurer, as applicable, approves such leave of absence for a period of eight (8) working days or less, Employee shall not lose any seniority or tenure for such leave of absence. After the expiration of an approved leave of absence without pay, Employee shall be reassigned to Employee's 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 Employee's benefits from the COBRA effective date.
- 6.2 The City Clerk or City Treasurer, as applicable, has the authority to grant or deny Employee's request for leave of absence from work without pay. In accordance with federal and/or state laws, the City has the right to grant Employee's request for up to twelve (12) weeks of unpaid, job protected leave when eligible for certain family and medical reasons under the FMLA.
- 6.3 The continuation of City paid benefits period for Employee on leave without pay for medical reasons shall be ninety (90) days or longer in accordance with the FMLA, California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL). If Employee is not covered by FMLA, CFRA and/or PDL, then Employee shall not be eligible for the ninety (90) day continuation of benefits.

## **SECTION 7. WORKERS' COMPENSATION LEAVE:**

The City will provide Employee with workers compensation coverage and leave in accordance with California workers compensation law.



- 7.1 Except as otherwise provided, if Employee is disabled by bodily injury or sickness in the course and scope of employment, then Employee shall be paid Employee's 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, Employee returning to work, or a refusal by Employee to return to work following a determination by a physician that Employee is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to Employee's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time Employee when disabled is receiving the 17 weeks of paid Workers' Comp leave, Employee shall continue to accrue annual leave, sick leave, seniority and tenure for purposes of pay adjustments or advancements.
- 7.2 If Employee is still disabled after seventeen (17) weeks, then Employee may apply for long term disability leave and long term disability benefits in accordance with Article III, Section 4.
- 7.3 The City Clerk or City Treasurer (as applicable to Employee), shall make all reasonable efforts to provide Employee with light duty assignments when Employee is still disabled after seventeen (17) weeks from the date of disability.
- 7.4 As used in this Section 7, the term "disabled" or "disability" shall have that meaning set forth in California workers' compensation law.

**SECTION 8. MILITARY LEAVE:**

The City shall grant military leave to Employee as required in the California Military and Veterans Code Sections 389 through 395.4.

**SECTION 9. TIME OFF FOR VOTING:**

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

- 9.1 If Employee claims not to have sufficient time outside of working hours to vote at a statewide election, then Employee may, without loss of pay, and with the approval of the City Clerk or City Treasurer (as applicable to Employee), 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 Clerk or City Treasurer, as applicable, may not authorize 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 Employee the most time for voting and the least time off from work.
- 9.2 If Employee knows or has reason to believe that time off for voting shall be necessary on Election Day, then Employee shall notify the City Clerk or City Treasurer, as applicable, in writing, of that fact at least two (2) work days in advance.

**SECTION 10. REST PERIOD:**

The City Clerk or City Treasurer (as applicable to Employee) may provide Employee with a compensated rest period of fifteen (15) minutes for each half work period as determined by standard management

procedures. Employee may not use the rest period to compensate for a late arrival or early departure from work, nor shall they be combined with any meal period. Rest periods shall have no monetary value and shall be forfeited if not used during the work day.

**SECTION 11. HOLIDAY LEAVE:**

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

January 1st (New Year's Day)

The third Monday in January (Dr. Martin Luther King Jr. Day)

January 30<sup>th</sup> (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)

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)

Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday.

11.2 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 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 get the leave conversion, Employee must work Employee's full regularly-scheduled workday immediately before and after the holiday unless Employee is absent from any portion or all of Employee's regularly-scheduled workday immediately before or after the holiday on authorized paid leave. Employee shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by Employee on Employee's regularly-scheduled workday immediately before or after the holiday.

11.3 When any day designated as a holiday falls on Employee's regular day off, Employee shall have the option to take the workday prior or the workday after the holiday, in observance of the holiday, or have the then (10) hours of holiday leave converted to annual leave and added to Employee's annual leave balance.

11.4 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, Employee must use such additional holiday leave when granted, and such leave cannot be accrued. Employee absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of the absence. Employee shall not receive holiday pay for this half-day holiday if any leave without pay was used by Employee during Employee's regularly-scheduled workday immediately before or after the half-day holiday.

- 11.5 All designated holidays shall be compensated for in ten (10) hour increments, for a total of one hundred (100) hours annually regardless of Employee's work schedule.
- 11.6 When Employee is assigned to a 5/40 or 9/80 work schedule, the one (1) or two (2) hours of excess holiday will be converted to annual leave.
- 11.7 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 Employee accrues the same number of holiday hours.

**SECTION 12. BEREAVEMENT LEAVE:**

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 Employee's spouse, domestic partner, children, step children, foster children, parent, step parent, brother, sister, grandparents, or grandchildren.

**SECTION 13. REDEMPTION OF ACCUMULATED LEAVE:**

Employee may redeem up to one hundred (100) hours of any accumulated leave in each fiscal year. The redemption shall be subject to the following conditions:

- 13.1 Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.
- 13.2 All other types of leave will be paid at the rate of one (1) hour of pay for each hour of leave redeemed.
- 13.3 In no event shall Employee receive pay for more than one hundred (100) hours in a fiscal year, under the terms of this Section.

**SECTION 14. DIRECT LEAVE DONATION:**

Employees shall not be eligible to participate in Direct Leave Donation, including under the Person to Person Leave Donation Standard Management Procedure (SMP).

**ARTICLE V INSURANCE AND RETIREMENT BENEFITS**

**SECTION 1. HEALTH INSURANCE PREMIUM:**

- 1.1 Effective January 1, 2016, the City shall pay up to, but not exceed, 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.
- 1.2 The cafeteria cap for the use of excess monies shall be one hundred fifty-five dollars (\$155.00) per month for Employee regardless of the number of dependents.



- 1.3 Employee 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 Employee may elect to discontinue or not elect health insurance coverage,, provided that Employee submits written proof of equivalent health insurance coverage. If Employee elects to discontinue or not elect health insurance coverage, then Employee 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. Employee 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 Employee when covered by this section shall have Employee's choice of plans provided by the California Public Employee Retirement System (CalPERS), which are available in this service area.
- 1.6 Spouse and dependent coverage shall be available as provided through CalPERS. 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 is subject to any contract changes by CalPERS.
- 1.7 When eligible and retired, Employee shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For Employees hired on or after January 1, 2014, the City shall pay a monthly health insurance premium for eligible retired Employee's 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 Employee
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 Employee and Employee's eligible dependents.
- 2.2 Employee may elect to discontinue or not enroll in the dental insurance program provided that Employee submits written proof of equivalent coverage. If Employee elects to discontinue or not enroll in the dental insurance program, then Employee shall receive sixty-five (65%) or fifty-six dollars and fifty-five cents (\$56.55) to be placed into a City-sponsored deferred compensation plan credited to Employee. Employee 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 Employee with term life insurance coverage of not less than one hundred thousand (\$100,000.00), subject to the requirements of the insurance carrier. 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 Employee's health insurance. The City may offer additional life insurance programs already offered to other employees for Employee purchase.

**SECTION 4. SHORT TERM AND LONG TERM DISABILITY INSURANCE PROGRAM:**

- 4.1 The City shall provide long term disability insurance (or "LTD") benefits for 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 Employee solely to provide the benefit during the 90-day LTD benefit waiting period, the City shall provide a STD insurance plan for 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. If Employee is eligible and has been employed with the City for five (5) or more years, and is disabled from Employee's own occupation, then Employee shall be entitled to sixty-six and two-thirds percent (66⅔%) of Employee's 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. Alternatively, if Employee is eligible and has been employed with the City for fewer than five (5) years and is disabled from Employee's own occupation, then Employee shall be entitled to sixty-six and two-thirds percent (66⅔%) of Employee's 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. If Employee is eligible and has been employed with the City for fewer than five (5) years and is disabled from all occupations, then Employee shall be entitled to sixty-six and two-thirds percent (66⅔%) of Employee's 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 permanent disability award. In no case shall Employee while 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 Employee is disabled from Employee's own occupation, shall be determined by the insurance carrier, not by the City.

4.5 For injuries and other disabilities covered under California workers compensation laws, Employee shall be paid Employee's 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, Employee returns to work, or a refusal by Employee to return to work following a determination by a physician that Employee is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to Employee's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If Employee is approved for workers' compensation leave, then Employee shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Employee if still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 4.1, above.

4.6 While on short term or long term disability, Employee may use sick leave, comp time, administrative leave or annual leave, in the order specified herein, to equal 100% of Employee's regular salary in conjunction with the disability benefit payment.

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

5.1 The City's May 6, 2011 CalPERS contract amendment provides for a tiered retirement benefit. If Employee meets the CalPERS definition of a "Classic Member", then City shall include Employee 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 (12 highest paid consecutive months);
- 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 Pre-Retirement Option 2W Death Benefit;
- f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Employee's own cost.

5.2 If Employee meets the CalPERS definition of a "New Member," then City shall include Employee 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 Pre-Retirement Option 2W Death Benefit;
- e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Employee's own cost.

5.3 Employee shall pay the full percentage of the member contribution regardless of whether designated as a "Classic" or "New" member. The City offers no Employer Paid Member Contribution.

**SECTION 6. DEFERRED COMPENSATION PROGRAM:**

The City will match Employee's annual contributions to a deferred compensation account, dollar for dollar, as follows:

- a. Two thousand four hundred (\$2,400.00) per calendar year.

Funds shall be electronically transferred each payday. The City shall match Employee's contribution at the time Employee makes said contribution deposit into Employee's deferred compensation plan up until Employee reaches the maximum City's match per calendar year.

**SECTION 7. VISION CARE PROGRAM:**

The City will sponsor a vision care program. Employee 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. 125 PLAN:**

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

**SECTION 9. USE OF VETERANS PARK SPORTS COMPLEX:**

Employee and Employee's family 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 (\$150.00) per year

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

**SECTION 10. CONFERENCE ATTENDANCE:**

The City agrees to permit Employee to attend one work-related professional conference of Employee's choosing during each fiscal year, with the approval of the City Clerk or City Treasurer, as applicable, and the City Manager, at City expense provided funds are available. The location of the conference must be held within the Western Continental United States, and shall be consistent with any SMP authorized by the City Manager on attendance at conferences. The conference would be in addition to any conference the City Clerk or City Treasurer (as applicable to Employee) may require the Employee to attend. The Employee will receive no additional compensation or consideration if Employee chooses not to make use of this opportunity in a given fiscal year.

**SECTION 11. FLEXIBLE WORK SCHEDULES:**

The City Clerk or City Treasurer, as applicable, should work with Employee 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 as determined by the City Clerk or City Treasurer, as applicable, and approved by the City Manager.

**SECTION 12. SEVERANCE**

Should Employee be terminated without cause by the City Clerk or City Treasurer (as applicable to Employee), the City shall provide Employee three (3) months' severance in exchange for the signing of a release and waiver of all claims, in a form to be approved by the City Attorney, and executed and approved by the City Manager.

For the purposes of determining eligibility for a severance payment, "cause" for termination shall include, but not be limited to, the following: 1) willful or persistent material breach of duties, 2) resumé fraud or other acts of material dishonesty, 3) unauthorized absence or leave, 4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution of charges brought against Employee), 5) violation of the City's anti-harassment policies and/or a finding that legally

prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 6) violation of state law or the City's Municipal Code, ordinances, rules, and regulations, 7) use or possession of illegal drugs, 8) engaging in conduct tending to bring embarrassment or disrepute to the City, 9) any illegal or unethical act involving personal gain, 10) theft or attempted theft, 11) significant financial mismanagement, 12) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Clerk or City Treasurer, as applicable, and 13) gross misfeasance or gross malfeasance.

If there is more than one (1) appointment to Employee's position in a given twelve (12) month rolling calendar period, then the second appointment to the position shall not receive any severance package unless approved by separate resolution of City Council."

**ARTICLE VI GENERAL.**

**SECTION 1.** This resolution shall be effective immediately upon its adoption.

**SECTION 2.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.


[SIGNATURES ON FOLLOWING PAGE]

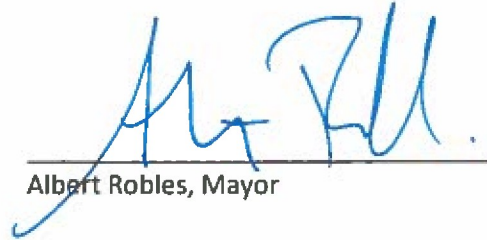


PASSED, APPROVED and ADOPTED this 19<sup>th</sup> day of March, 2019.

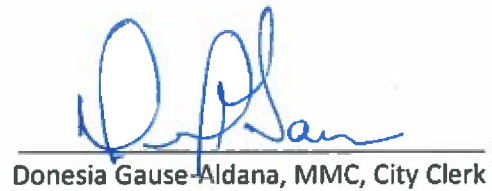
APPROVED AS TO FORM:

CITY OF CARSON:

  
Sunny K. Soltani, City Attorney

  
Albert Robles, Mayor

ATTEST:

  
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. 19-036, adopted by the City of Carson City Council at its meeting held on March 19, 2019, by the following vote:

AYES:            COUNCIL MEMBERS: Robles, Hicks, Davis-Holmes, Hilton, Dear  
NOES:            COUNCIL MEMBERS: None  
ABSTAIN:        COUNCIL MEMBERS: None  
ABSENT:         COUNCIL MEMBERS: None

  
Donesia Gause-Aldana, MMC, City Clerk