



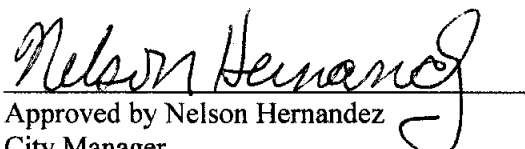
City of Carson

Report to Mayor and City Council

October 21, 2014
New Business Consent

SUBJECT: ADOPTION OF RESOLUTION NO. 14-100 RESCINDING AND REPLACING RESOLUTION NO. 14-017 APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION (AFSCME), COUNCIL 36, LOCAL 809, FOR THE PERIOD JULY 1, 2013 THROUGH JUNE 30, 2016; AND ADOPTION OF RESOLUTION NO. 14-101 RESCINDING AND REPLACING RESOLUTION NO. 14-015 APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION (CPSA) AND THE ASSOCIATION OF MANAGEMENT EMPLOYEES (AME) FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2015


Submitted by Cecil Rhambo
Assistant City Manager


Approved by Nelson Hernandez
City Manager

I. SUMMARY

At the March 18, 2014, City Council meeting, the Memoranda of Understanding (MOU) for the Carson Professionals and Supervisors Association (CPSA) and the association of Management Employees (AME) for the period of July 1, 2013 through June 30, 2015; and the American Federation of State, County, and Municipal Employees (AFSCME), Council 36, Local 809, for the period of July 1, 2013, through June 30, 2016, were respectively approved by Resolution Nos. 14-015 and 14-017. Staff is requesting approval of Resolution Nos. 14-100 (Exhibit No. 1) and 14-101 (Exhibit No. 2) which are the restated MOUs rescinding and replacing the prior ones to reflect some minor clerical corrections, omitted language, and the finalized salary tables.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 14-100, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, and RESCINDING AND REPLACING RESOLUTION NO. 14-017 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION (AFSCME), COUNCIL 36, LOCAL 809, FOR THE PERIOD JULY 1, 2013 THROUGH JUNE 30, 2016."
2. WAIVE further reading and ADOPT Resolution No. 14-101, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON,

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October 21, 2014

CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 14-015 APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF CARSON AND THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION (CPSA) AND THE ASSOCIATION OF MANAGEMENT EMPLOYEES (AME) FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2015.”

III. ALTERNATIVES

None. These MOUs were successfully negotiated at the direction of the City Council.

IV. BACKGROUND

At the March 18, 2014 City Council meeting, staff presented the Memoranda of Understanding (MOU) for the AFSCME, CPSA and AME employee bargaining groups for Council approval. After the City Council approval of the MOUs, staff has identified and made some corrections to these MOUs. The corrections made include language that was unintentionally omitted as well as some typographical errors. Also, the AFSCME, CPSA and AME MOUs did not include the respective salary tables as they were in the process of being finalized. Lastly, the AFSCME MOU did not include the Table of Contents nor did it include the Designated Appropriate Units and the Occupational Groupings appendices. These corrections made to the MOUs do not amend the original agreements reached with the bargaining units; they only correct the identified oversights.

The MOUs being presented tonight include the corrections to the oversights stated above and are now comprehensive. Upon City Council approval, these restated and comprehensive MOUs will rescind and replace the previous MOUs adopted by the City Council on March 18, 2014. These MOUs were previously ratified by the bargaining units and the bargaining unit board members were given the opportunity to review these restated MOUs and are in agreement with the corrections made by staff.

V. FISCAL IMPACT

None, the funding for employee salary and benefits as stipulated by the current Memoranda of Understanding has been included in the FY 2014/15 budget.

VI. EXHIBITS

1. Resolution No. 14-100, Restated AFSCME MOU covering the period July 1, 2013 through June 30, 2016. (pgs. 4-75)
2. Resolution No. 14-101, Restated CPSA/AME MOU covering the period of July 1, 2013 through June 30, 2015. (pgs. 76-137)

Prepared by: Therese K. Foisia, Division Secretary
 Elvia Parra, Sr. Human Resources Analyst

Document2

TO: Rev09-25-2014

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Public Works
Community Development	Community Services

Action taken by City Council

Date _____	Action _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CARSON

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES UNION (AFSCME),
COUNCIL 36, LOCAL 809**

JULY 1, 2013 THROUGH JUNE 30, 2016

RESOLUTION NO. 14-100

(RESCINDS AND REPLACES RESOLUTION NO. 14-017)

APPROVED OCTOBER 21, 2014

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ARTICLE I **RECOGNITION**

The City of Carson (hereinafter the "City") recognizes the American Federation of State, County and Municipal Employees Union, Council 36, Local 809 (hereinafter the "Union" or "AFSCME") as the sole exclusive employee organization and bargaining agent for employees in the Clerical and Technical Unit, the Crafts and Trades Unit, and the Professional/Middle Management Unit (hereinafter the "Unit members") in all matters concerning wages, hours and working conditions. The designated appropriate units and their represented classifications are attached hereto as Appendix A. The list of Occupational Groupings for use with this Memorandum of Understanding (hereinafter the "MOU") is attached hereto as Appendix B. Any reference hereinafter to "Unit member(s)" means those Unit members represented by AFSCME and thereby covered under this MOU.

It is agreed that this MOU was negotiated pursuant to Chapter 10 (Section 3500 et. seq.) of Division 4, Title 1 of the Government Code and pursuant to Resolution No. 85-107, the Employer-Employee Relations Resolution of the City of Carson. The Union recognizes the City Manager, his/her designee and/or the City's Employee Relations Officer, as the exclusive representatives of the City for purposes of entering into this MOU. The City and the Union agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied throughout the City service.

ARTICLE II **DEFINITION OF TERMS**

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

SECTION 1 - ACTING DUTY:

On a temporary basis, the performance by a Unit member of the duties of a higher classification with a higher pay range than the pay range of the Unit member's assigned classification.

SECTION 2 - CLASSIFICATION:

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

SECTION 3 - CLASSIFIED PART-TIME UNIT MEMBER:

A Unit member occupying a position in specified classifications listed in Article XV and Appendix A in which the Unit member is paid on an hourly basis, and in which the Unit member shall not work more than one thousand five hundred sixty (1,560) hours per year.

SECTION 4 - DAY:

A calendar day.



SECTION 5 - DEPARTMENT:

Any one of the five organizational departments of the City's organizational structure managed by a Department Director or the City Manager.

SECTION 6 - DEPARTMENT DIRECTOR:

An individual assigned to any of the following classifications: Director of Administrative Services, Director of Public Works/City Engineer, Director of Community Development or Director of Community Services.

SECTION 7 - 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 8 - 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 9 - IMMEDIATE FAMILY:

A Unit member's spouse, domestic partner, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, parent-in-law, brother, sister, brother-in-law, and sister-in-law. "Child" 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 10 - LEAVE:

An absence from work.

SECTION 11 - MANAGEMENT:

An employee assigned to any of the following classifications:

City Manager, Director of Administrative Services, Director of Public Works/City Engineer, Director of Community Development, Director of Community Services, Finance Officer, Human Resources Officer, Planning Officer, Accounting Manager, Business Development Manager, Chief Deputy City Clerk, Chief Deputy City Treasurer, Community Center Manager, GIS Administrator, Information Technology Manager, Landscape & Building Maintenance Superintendent, Principal Civil Engineer, Public Safety & Community Services Manager, Public Safety Services Manager, Public Works Operations Manager, Purchasing Manager, Recreation Superintendent, Redevelopment Manager, Revenue Manager, Storm Water Quality Programs Manager, or Traffic Engineer.



SECTION 12 - POSITION:

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

SECTION 13 - PREVAILING PAY RATE:

The basic pay rate within a pay range paid to a Unit member for the performance of the duties of a classification.

SECTION 14 - SENIORITY:

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

SECTION 15 - TENURE:

A status acquired by a Unit member based upon the Unit member's period of total actual service with the City.

SECTION 16 - UNIT MEMBER:

An individual compensated through the City payroll and appointed to one of the classifications listed in Appendix A.

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 end 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 III
COMPENSATION

SECTION 1 - SALARY:

- FY 2013/14:** 2.5% cost of living adjustment (COLA) increase to Unit members' prevailing pay rate, retroactive to June 22, 2013, for all Unit members who remain employed by the City at the time the MOU is formally adopted by the City Council.
- FY 2013/14:** 6% increase to Unit members' prevailing pay rate in exchange for the elimination of all Employer Paid Member Contributions (EPMC), effective the pay period beginning March 15, 2014.
- FY 2013/14:** 1% lump sum based upon each Unit member's prevailing pay rate to be paid after City Council adoption of MOU and after factoring all salary increases due for FY 2013/14, for all Unit members who remain employed by the City at the time the MOU is formally adopted by the City Council. This payment shall be paid on or before April 17th.
- FY 2014/15:** \$400.00 increase to each Unit member's annual prevailing pay rate, effective June 21, 2014, in exchange for the elimination of the Professional Development Allowance.
- FY 2014/15:** 2.5% cost of living adjustment (COLA) increase to prevailing pay rate, effective June 21, 2014.
- FY 2015/16:** 2.5% cost of living adjustment (COLA) increase to prevailing pay rate, effective June 20, 2015.

SECTION 2 - CLASS A/B LICENSE PAY:

The City agrees to pay Unit members who are required to possess and use during the course of work a Class A or B California Driver's License, an additional 5% per month. To qualify for such compensation, the Class A or B Driver's License must be required to perform the duties of Unit member's assigned classification.

SECTION 3 - PROFESSIONAL DEVELOPMENT ALLOWANCE:

The parties agree to eliminate the \$350 annual Professional Development Allowance beginning FY 2014/15 in exchange for the \$400 salary increase referenced in Article III, Section I - Salary for all represented members employed as of the effective date of June 21, 2014.

The parties have also agreed to a "me too" based on the percentage increase in the annual Professional Development Allowance given to other represented bargaining units in FY 2014/15 and/or FY 2015/16. The "me too" will not apply to any increase in the annual Professional Development Allowance given to other represented bargaining units as an incentive to convert the Professional Development Allowance to a Professional Development Reimbursement, but will apply to either: 1) any increase in the annual Professional Development Allowance, or 2) to any increase in the annual Professional Development Allowance given as an incentive to eliminate the annual Professional Development Allowance and replace it with a salary increase.



SECTION 4 - LONGEVITY PAY:

- 4.1 The City agrees to pay Unit members 2½% of their prevailing pay rate as longevity pay commencing after they have attained fifteen (15) years of service credit.
- 4.2 The City agrees to pay Unit members an additional 2½% of their prevailing pay rate as longevity pay commencing after they have attained twenty (20) years of service credit.
- 4.3 Effective FY 2012/13, the City agrees to pay Unit members an additional 2½% of their prevailing pay rate as longevity pay commencing after they have attained twenty-five years (25) years of service credit. [This 2½% at 25 years replaced the previous benefit of 2½% at 30 years.]

SECTION 5 - JOB SERIES:

- 5.1 The City has established a Job Series Program to include selected AFSCME classifications. The purpose of the Job Series is to provide upward mobility for classifications which achieve increased skill and knowledge after specific time in grade. In order for Unit members to promote through job series classifications, they must pass the required test and have a current performance evaluation on file with a “meets job requirements” or higher overall performance rating (issued within the last twelve months).
- 5.2 Job Series promotions shall be effective after meeting the guidelines above in the following order:

Required Test:

- a. The City shall develop the test material for job series promotions within the next 12 months after adoption of this MOU.
- b. After a Unit member meets the required time in grade within a job series classification, the job series test to promote to the next level of the job series shall be administered upon the Unit member’s written request as follows:
 - 1) If a test is currently available, it shall be administered within 30-days from the Unit member’s written request to be tested. The effective date of the job series promotion will be the date the test is passed.
 - 2) If a test is not currently available, it shall be developed and administered within 90 days from the date of the Unit member’s written request to take it. Once the job series test has been successfully passed and a current qualifying performance evaluation is on file, the Unit member shall receive the job series promotion and pay retroactive to the date of the written request.
 - 3) In the unfortunate situation that a test is still not available after 90 days, the Unit member can be promoted to the next level of the job series if the Unit member’s immediate supervisor and the department director certify in writing that the Unit member is qualified to be promoted to the next level. If the job series promotion



is effectuated as a result of departmental certification, the effective date of the job series promotion shall be the date of the Unit member's written request, provided that a current qualifying performance evaluation is on file.

Current Performance Evaluation:

- a. After a Unit member meets the required time in grade within a job series classification, and has made a written request to take the job series test, the requirement to have a current performance evaluation on file with a "meets job requirements" or higher overall performance rating (issued within the last twelve months) will be handled as follows:
 - 1) If there is no current performance evaluation on file at the time Human Resources receives a written request to be tested for a job series promotion, Human Resources will notify the Unit member's supervisor that a performance evaluation needs to be completed for such Unit member.
 - 2) If the performance evaluation is not completed within 60 days from the date of the Unit member's written request to test for a job series promotion, the Unit member shall automatically promote to the next level of the job series, provided the Unit member has successfully passed the job series test. The effective date of the job series promotion will be the date the test is passed.
 - 3) If a Unit member does not successfully pass the test given for a job series promotion, the Unit member will be eligible to be re-tested in 30 days. If a Unit member does not successfully pass the second test, the Unit member will not be eligible to be re-tested until six months from the date of the second test.

5.3 The following positions are included in the job series:

Accounts Payable Specialist I Salary Range 334	Accounts Payable Specialist II Salary Range 336	
Adult Sports Coordinator I Salary Range 341	Adult Sports Coordinator II Salary Range 343	
Assistant Events Coordinator Salary Range 331	Events Coordinator Salary Range 337	
Assistant Groundswoker Salary Range 325	Groundswoker I Salary Range 327	Groundswoker II Salary Range 331
Asst. Facilities Maint. Tech Salary Range 327	Facilities Maintenance Tech I Salary Range 329	Facilities Maint. Tech II Salary Range 335
Assistant Maintenance Worker Salary Range 324	Maintenance Worker I Salary Range 326	Maintenance Worker II Salary Range 331



Assistant Tree Trimmer Salary Range 325	Tree Trimmer I Salary Range 327	Tree Trimmer II Salary Range 333
Business License Specialist I Salary Range 334	Business License Specialist II Salary Range 336	
Code Enforcement Aide Salary Range 333	Code Enforcement Officer Salary Range 342	
Community Services Coord. I Salary Range 341	Community Services Coord. II Salary Range 343	
Equipment Service Worker Salary Range 331	Equipment Mechanic I Salary Range 335	Equipment Mechanic II Salary Range 338
Event Services Worker I Salary Range 324	Event Services Worker II Salary Range 326	Event Services Worker III Salary Range 331
Graphic Designer I Salary Range 335	Graphic Designer II Salary Range 337	
Office Clerk Salary Range 322	Typist Clerk I Salary Range 324	Typist Clerk II Salary Range 326
Payroll Specialist I Salary Range 334	Payroll Specialist II Salary Range 336	
Planning Technician I Salary Range 339	Planning Technician II Salary Range 341	
Purchasing Specialist I Salary Range 334	Purchasing Specialist II Salary Range 336	
Recreation Center Supv. I Salary Range 343	Recreation Center Supv. II Salary Range 346	
Recreation Permits Coord. I Salary Range 341	Recreation Permits Coord. II Salary Range 343	
Senior Account Clerk I Salary Range 334	Senior Account Clerk II Salary Range 336	
Seniors Assisted Living Coordinator I Salary Range 341	Seniors Assisted Living Coordinator II Salary Range 343	



Seniors Recreation Program Coordinator I Salary Range 341	Seniors Recreation Program Coordinator II Salary Range 343
Seniors Services Coord. I Salary Range 341	Seniors Services Coord. II Salary Range 343
Special Needs Recreation Coordinator I Salary Range 341	Special Needs Recreation Coordinator II Salary Range 343
Transportation Coordinator I Salary Range 341	Transportation Coordinator II Salary Range 343
Youth Sports Coordinator I Salary Range 341	Youth Sports Coordinator II Salary Range 343

SECTION 6 - DIFFERENTIAL PAY FOR CERTAIN "SENIOR" CLASSIFICATIONS:

The following classifications will be assigned a salary range that is at least 7.5% higher at step F than step F of the salary range of their highest paid subordinate classification:

Plumber
Painter
Lead Facilities Maintenance Technician
Locksmith
Senior Maintenance Worker I
Senior Tree Trimmer
Senior Groundswoker
Senior Custodian

SECTION 7 - SHIFT DIFFERENTIAL PAY:

- 7.1 Unit members scheduled to work during the first shift, from 6:30 a.m. to 6:30 p.m., shall not be paid shift differential pay for any hours worked.
- 7.2 Unit members scheduled to work during the second shift shall receive shift differential pay calculated as a five percent (5%) increase in the Unit member's prevailing pay rate for any hours worked from 2:00 p.m. to 11:00 p.m.
- 7.3 Unit members scheduled to work during the third shift shall receive shift differential pay calculated as a ten percent (10%) increase in the Unit member's prevailing pay rate for any hours worked from 11:00 p.m. to 8:00 a.m.
- 7.4 Unit members scheduled to work a split-shift between the first and second shifts will receive the 5% differential for those hours worked in the second shift, provided that more than half the Unit member's scheduled hours are in the second shift.



- 7.5 Management shall be able to establish schedules for the first, second and third shifts in accordance with the City's operational requirements.
- 7.6 Shift differential shall continue to be received when the Unit member is on vacation, sick, holidays, jury duty or other paid leave, excluding workers' compensation and long-term disability.

SECTION 8 - ACTING DUTY PAY:

- 8.1 The Department Director may appoint a Unit member to acting duty status to perform the duties of a higher classification that is vacant or has been recently created, if the vacancy exceeds 3 workdays.
- 8.2 A Unit member may serve in acting duty status only until such time as the City makes a regular appointment to the classification or until such time that the incumbent Unit member returns to work.
- 8.3 An acting duty appointment may be effective for a period of up to thirty (30) days except for unusual circumstances as defined by the City Manager. The City Manager may extend an acting duty appointment.
- 8.4 A Unit member appointed to acting duty status shall be paid a pay rate not less than the minimum pay rate in the pay range for the acting duty classification, and such acting duty pay rate shall be at least five percent (5%) more than the Unit member's prevailing pay rate immediately prior to acquiring acting duty status. Effective upon the first day of the pay period immediately following the adoption of this MOU, a Unit member appointed to acting duty status shall be paid a pay rate not less than the minimum pay rate in the pay range for the acting duty classification, and such acting duty pay rate shall be at least ten percent (10%) more than the Unit member's prevailing pay rate immediately prior to acquiring acting duty status.
- 8.5 A Unit member shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.
- 8.6 While serving in acting duty status, the Unit member shall continue to be eligible to receive any pay adjustments or advancements granted to the Unit member's permanent classification.
- 8.7 A Unit member appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least a scheduled work shift.
- 8.8 A Unit member has the right to refuse any acting duty assignment, in writing, with justification.
- 8.9 A Unit member appointed to acting duty status can discontinue the acting duty assignment by notifying the immediate supervisor in writing one (1) week in advance of the Unit member's intention to return to regular status.
- 8.10 A Unit member may be removed from acting duty status after serving in the acting assignment for one (1) work week, at any time, at the discretion of the Department Director. Before removing the Unit member from acting duty appointment, the reasons for the removal shall be discussed with the Unit member and documented in writing. If the Unit member is not available



to discuss the reasons for removal, they shall be discussed after removal or upon the Unit members return to work.

- 8.11 If a Unit member in a subordinate classification is appointed to acting duty status in a higher classification while a Unit member in a superior classification is bypassed, the Unit member in the superior classification may submit a statement of exception to the appointing authority through the Human Resources Officer. This subsection shall not apply if an eligibility list under subsection 9.13 of this article was properly utilized.
- 8.12 If a Union represented Unit member is temporarily appointed to acting duty status to a position not represented by AFSCME, the Unit member shall continue to receive the same fringe benefits at the same levels and rates as that Unit member received prior to the temporary assignment.
- 8.13 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, and if there is a tie in seniority, then by tenure.
 - 3) From a list of employees, within the respective department, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, and if there is a tie in seniority, then by tenure.
 - 4) From a list of employees, from outside the respective department, in the immediate subordinate classification(s) of the vacant position, ranked by seniority, and if there is a tie in seniority, then by tenure. An acting appointment from outside the department can only be made upon the approval of the department directors of the two affected departments.

The rotation of acting appointments should be used for all periods exceeding 30 calendar days, unless extended by the City Manager or his/her designee. If a Unit member is placed into acting for a period of less than 30 days, the Unit member will not be moved down on the rotation list until the Unit member has completed 30 days of acting duty (even if not consecutive). Upon completion of 30 days of acting duty, the Unit member shall be placed at the bottom of the acting rotation list. For a Unit member that was previously not eligible for acting duty but subsequently becomes eligible, their name will be added to the rotation list in seniority order, and if there is a tie in seniority, then by tenure.

Unit members may submit a statement of exception to the City Manager, or his/her designee, if the rotation of acting duty appointments as stated within this subsection 9.13 is not followed.

A rotation list for acting duty will be established and posted within each specific division for each vacant position and copies of acting duty rotation lists should be provided to both Human Resources and Payroll.



- 8.14** If a Unit member has served in an acting capacity long enough to satisfy the normal probation period, and if that Unit member is promoted into the position that he/she has been acting in, the probationary period shall be reduced to ninety (90) days.
- 8.15** The City will not employ temporary Unit members in any vacant budgeted position where an acting appointment may be offered to a full-time Unit member.
- 8.16** A Unit member in an acting duty appointment for sixty (60) days or longer, shall receive leave and holiday pay, at the acting rate for all such subsequent approved leaves and holidays that fall after the sixtieth (60th) day, provided that the position is not backfilled with another acting appointment.

SECTION 9 - SALARY ADVANCEMENT:

- 9.1** Salary advancement shall mean a pay rate increase given to a Unit member contingent upon a satisfactory or better performance evaluation within the pay range established for the Unit member's classification. A Unit member's pay rate increase shall be effective on the Unit member's merit date. If a work group has not turned in a performance evaluation by the Unit members' merit date, any pay increase shall be automatically processed by Human Resources.
- 9.2** The City shall retain the flexibility to hire Unit members with exceptional skills, experience or qualifications at a pay rate above the A-step.
- 9.3** The City's full time pay ranges consist of six (6) merit pay steps (A-F). The first two (2) pay steps (A-B) shall require at least six (6) months before eligibility for a merit increase to the next step. The last four (4) pay steps (C-F) shall require at least twelve (12) months before eligibility for a merit increase to the next step through the final step (F).
- 9.4** Classified Part-Time Unit members:

Hourly Rate Step "A"	Hourly Rate Step "B"	Hourly Rate Step "C"	Hourly Rate Step "D"	Hourly Rate Step "E"	Hourly Rate Step "F"
Date of Appointment	1040 Hours Paid at "A"	1040 Hours Paid at "B"	2080 Hours Paid at "C"	2080 Hours Paid at "D"	2080 Hours Paid at "E"

SECTION 10 - ALLOWANCE FOR MILEAGE:

- 10.1** The City shall reimburse Unit members for use of their personal automobile for official City business at the current IRS rate, as adjusted from time to time, in accordance with Standard Management Procedures.
- 10.2** 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.



SECTION 11 - BILINGUAL USAGE PAY:

- 11.1 The City Manager or Human Resources Officer shall grant compensation to a Unit member for using bilingual skills in the course of work. A Unit member shall not receive bilingual pay unless such Unit member is required by his/her supervisor or the nature of his/her job and job duties to use his/her bilingual skills in assisting members of the public in obtaining City services or information.
- 11.2 Unit members required to use bilingual skills while working may petition for bilingual usage pay by submitting written justification, approved by the Unit member's Department Director, to the City Manager or Human Resources Officer.
- 11.3 Bilingual usage pay shall be fifty dollars (\$50.00) per month.
- 11.4 The City may, at its discretion, test Unit members for proficiency in a second language in order for such Unit members to receive bilingual pay.

SECTION 12 - ALLOWANCE FOR UNIFORMS:

- 12.1 The City shall pay, to an approved vendor, the full cost to provide, maintain and clean, seven (7) shirts, seven (7) pants or five (5) pants and two (2) Bermuda shorts and one (1) jacket for Unit members occupying classifications in the crafts and trades unit required by management to wear uniforms and for the Offset Press Operator and Senior Offset Press Operator; seven (7) shirts and seven (7) pants or five (5) pants and two (2) Bermuda shorts for Unit members in the classifications of Sr. Storekeeper and Storekeeper; seven (7) shirts, five (5) pants or skirts, two (2) Bermuda shorts, one (1) jacket and ties, if required, to Unit members in the classification of Code Enforcement Officer. The City shall replace uniforms as required if such replacement is necessary due to normal wear as determined by management.
- 12.2 Early Childhood Instructors shall not be eligible to receive uniforms.

SECTION 13 - COURT SERVICE COMPENSATION:

- 13.1 Unit members summoned to a court to (a) perform jury service, or (b) to provide testimony when called on behalf of the City or (c) as directed by a Department Director or the City Manager, shall be paid their prevailing pay rate during such court service.
- 13.2 Pay for jury duty shall be limited to ten (10) working days in any one calendar year. Unit members shall receive shift differential pay if it is regularly received during their normal work shift.

SECTION 14 - PAY AND PAYCHECK DISTRIBUTION:

- 14.1 Payday shall be bi-weekly on Thursday.
- 14.2 Paychecks shall be dated and distributed bi-weekly on the Thursday payday.
- 14.3 If any pay date falls on a holiday, the pay date shall be the preceding Wednesday.
- 14.4 The City does not permit payroll check advances.



SECTION 15 - OVERPAYMENT REMEDY:

Permanent Unit members covered herein shall reimburse the City for any overpayment of wages or benefits. Said reimbursement shall not be required until the City notifies the affected Unit member in writing. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent Unit member payroll warrant following overpayment notification, or by other reasonable re-payment method acceptable to the Unit member and the City, except that the lump-sum deduction shall be required if the next subsequent Unit member payroll warrant is the final or termination warrant issued to the affected Unit member. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment.

SECTION 16 - OVERTIME POLICY:

Unit members are eligible to receive overtime pay or compensatory time, but they shall not work overtime unless authorized in advance to do so by the Department Director. No overtime pay may be authorized unless funds are allocated and available in the work group's current fiscal budget for overtime work. Department Directors shall be responsible for keeping accurate records for all overtime worked by their Unit members. The City absolutely shall not permit any overtime off the books.

SECTION 17 - WORKDAY:

For purposes of determining overtime, a workday is the twenty-four (24) hour period consisting of the eight (8) hours prior to the start of the work shift and the sixteen (16) hours after the start of the work shift. For example, if a scheduled work shift is 8 a.m. to 5 p.m. the workday is midnight to midnight of the next day. Overtime shall not be paid for hours worked during the scheduled work shift.

SECTION 18 - OVERTIME COMPENSATION:

The City shall provide Unit members with overtime compensation subject to the following conditions:

- 18.1 Unit members shall receive either pay, calculated at one and one-half (1½) times their prevailing pay rate, or compensatory leave, credited at one and one half (1½) hours for each hour of overtime work performed.
 - a. Work performed in excess of eight (8) hours in a workday in a five (5) day work week work performed in excess of ten (10) hours in a four (4) day work week.
 - b. Work performed in excess of forty (40) hours in a workweek;
 - c. Work performed on the first, second or third scheduled days of rest.
 - d. For purposes of this section, hours paid shall count as work performed.
- 18.2 For purposes of determining a Unit member's eligibility for overtime compensation only, authorized paid leave shall be considered as hours of work.
- 18.3 When the City Manager or a Department Director decides that an emergency exists and requires that Unit members not on a scheduled shift work more than four (4) hours between midnight and 8 a.m., such Unit members shall receive, at the discretion of the City Manager or Department



Director, either pay, calculated at two and one-half (2½) times their prevailing pay rate, or compensatory leave, credited at two and one-half (2½) hours, for each hour of emergency work. When the City Manager or Department Director requires that Unit members work more than eight (8) hours during an emergency, such Unit members shall not return to work for at least eight (8) hours following completion of their emergency work. The City will comply with the Fair Labor Standards Act for FLSA-covered Unit members.

- 18.4 When an Unit member is called back to work after leaving work or is called to work on a day when the Unit member would normally be off-duty, the City shall pay the Unit member for a minimum of three (3) hours of work (at the appropriate rate) even though the Unit member works less than three (3) hours. This provision shall not apply if the extra work is scheduled at least twenty four (24) hours in advance, or if the Unit member is merely extending his/her workday.
- 18.5 Supervisors shall not be called out to work in place of the Unit members covered by this agreement.
- 18.6 If the City, State, or Federal government declares an emergency, the City shall provide meals for Unit members working said emergency. (Per FEMA guidelines for reimbursement.)
- 18.7 The City absolutely shall not permit any overtime "off the books".

SECTION 19 - OPPORTUNITY TO WORK OVERTIME:

Unless there is an emergency, the opportunity to work overtime shall be rotated according to direct order of seniority within the classifications and crews, within the department, which usually perform the work during the normal work shift. If a Unit member does perform the overtime work in an emergency, then he or she shall go to the bottom of the list as if he or she had worked the overtime in the normal rotation. If an Unit member is not accessible, he or she retains the previous position on the list.

SECTION 20 - HOLIDAY COMPENSATION:

- 20.1 Full time Unit members shall be allowed time off with pay at the Unit member's straight time hourly rate for any holiday provided in this MOU unless required by the Department Director to work in order to maintain City services. Unit members required to work shall also be paid according to section 21.2 below.
- 20.2 Unit members required to work on a holiday shall receive, at the discretion of the Department Director, either pay, calculated at one and one-half (1½) times their prevailing pay rate or compensatory leave, credited at one and one-half (1½) hours for each hour worked on the holiday.

SECTION 21 - ADDITIONAL COMPENSATION FOR CERTIFICATES/LICENSES:

- 21.1 The Human Resources Officer may authorize five percent (5%) additional compensation to Unit members who possess the specialized licenses or certifications that are not required of their classification but are recognized and used in the course of their duties by the City to provide needed services.



- 21.2 In order for the Unit member to qualify for the additional compensation, the work group will provide Human Resources with a written justification for the use of a Unit member's licenses or certifications in providing City services.
- 21.3 Unit members receiving additional compensation shall submit copies of current valid licenses or certifications to Human Resources for verification and inclusion in their personnel files.

ARTICLE IV
BENEFITS

SECTION 1 - HEALTH INSURANCE BENEFITS:

- 1.1 Effective January 1, 2013, the City shall pay up to, but not exceed, the amount of one thousand three hundred eight-five dollars (\$1,385.00) for each Unit member and eligible dependents, with a cafeteria cap on the use of excess monies of one hundred fifty-five dollars (\$155.00) per month for employee-only coverage and one hundred forty-four dollars (\$144.00) per month for employee-plus-one coverage.

Effective January 1, 2014, the City shall pay up to, but not exceed, the amount of one thousand four hundred thirty-five dollars (\$1,435.00) for each Unit member and eligible dependents. Effective in the second month following adoption of this MOU, the cafeteria cap on the use of excess monies shall be one hundred fifty-five dollars (\$155.00) per month.

Effective January 1, 2015, the City shall pay the highest full family HMO premium for the Los Angeles region up to a cap of seven and one-half percent (7.5%) over the January 1, 2014 allowance, with a cafeteria cap on the use of excess monies of one hundred fifty-five dollars (\$155.00) per month.

Effective January 1, 2016, the City shall pay the highest full family HMO premium for the Los Angeles region up to a cap of seven and one-half percent (7.5%) plus any cap percentage left over from the prior year not to exceed fifteen percent (15%) total, with a cafeteria cap on the use of excess monies of one hundred fifty-five dollars (\$155.00) per month.

In the event that the health care premium rate exceeds the cap in any of the contract years, the City and AFSCME will reopen discussions regarding the monthly medical insurance allowance.

- 1.2 Full-time and Classified Part-Time (hereafter "CPT") Unit members covered by this section shall have their choice of plans provided by CalPERS and available in this service area.
- 1.3 Spouse and dependent coverage shall continue to be available as provided through CalPERS. A Unit member'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 CalPERS health plans. This section will be in effect for the duration of this MOU, subject to any contract changes imposed by CalPERS. To the extent that California law requires that domestic partners are entitled to health insurance coverage, the term "dependent" shall include domestic partners. The term "domestic partner" shall have the meaning set forth in Division 2.5, Parts 1 through 5, of the California Family Code, commencing with Division Family Code Section 597.



- 1.4 Retired Unit members shall be covered by the health insurance premium provided by the City according to the rules established by CalPERS. For Unit members hired prior to January 1, 2014, the effective date of the CalPERS contract amendment providing for a two-tiered retiree health insurance program, the City shall pay the monthly health insurance premium up to the maximum afforded in Section 1.1 above for retired Unit members' health insurance for the term of this MOU. For Unit members hired on or after January 1, 2014, the effective date of the CalPERS contract amendment providing for a two-tiered retiree health insurance program, the City shall pay a monthly health insurance premium for retired Unit members' health insurance in accordance with the following schedule:

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

- 1.5 Unit members shall have the right to use monies remaining from the sums provided for health insurance to purchase additional term life insurance through the City-sponsored life insurance program, purchase City-sponsored family eye-care, or purchase long-term care insurance.
- 1.6 Unit members may elect to discontinue or not elect health insurance coverage provided that they submit written proof of equivalent health insurance coverage. Unit members electing to discontinue or not electing health insurance coverage shall receive either fifty percent (50%) of the amount previously paid on the premium or fifty percent (50%) of the lowest 2-party premium, whichever is greater, to be put into a City-sponsored deferred compensation plan credited to the Unit member. Effective the month following the adoption of the MOU, Unit members 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 Unit member. Unit members 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 Unit member. Unit members 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.

SECTION 2 - DENTAL INSURANCE BENEFITS:

- 2.1 During the length of this contract, the City shall pay the total sum of eighty-seven dollars (\$87.00) per month for dental insurance provided by the City for each Full-Time Unit member and his/her eligible dependents.



- 2.2 Two dental plans are available to Full-Time City Unit members and CPT Unit members:
 - a. Under the Indemnity Plan: A Unit member may select any dentist; there is an annual deductible; claim forms must be submitted to the insurance company for payment; preventive maintenance is covered in full; eighty percent (80%) of basic maintenance is covered; and fifty percent (50%) of major maintenance is covered.
 - b. Under the Maintenance Plan: Unit members must select a Maintenance Plan dental provider; there are no claim forms; there are no deductibles; however there are co-payments for some services provided.
- 2.3 The City shall pay three quarters (3/4) of the premium up to, but not to exceed, the amount of sixty-five dollars and twenty-five cents (\$65.25) per month for dental insurance, provided by the City for each CPT Unit member and eligible dependents, subject to any contract restrictions that may be imposed by the City's insurance carriers.
- 2.4 The City shall continue to self-fund the dental plan and shall:
 - a. Set up an account for this program within the General Fund.
 - b. Post all dental insurance benefits monies for AFSCME Unit members on a monthly basis to designated account.
- 2.5 The City shall provide AFSCME with quarterly reports of actual costs for AFSCME represented Unit members enrolled in the City's self-insured dental plan.
- 2.6 Each year AFSCME will be provided with the City's master dental policy and plan which includes rates paid.
- 2.7 Without cost to the City, the City shall provide to retirees the opportunity to purchase the same dental insurance current Unit members receive at the same cost to the retiree as the City pays for Unit members. This section applies only to retirees who retire after the adoption of Resolution No. 94-043.
- 2.8 Usual and customary fees shall be based upon dentist fees paid within a twenty-five (25) mile radius of City Hall. The maximum annual per person coverage shall be fifteen hundred dollars (\$1,500.00). First and/or secondary fees shall be paid when two dental plans are available to Unit member.
- 2.9 Unit members may elect to discontinue or not enroll in the dental insurance program provided that they submit written proof of equivalent coverage. Unit members electing to discontinue or not enroll in the dental insurance program shall receive fifty percent (50%) or forty-three dollars and fifty cents (\$43.50) to be placed into a City-sponsored deferred compensation plan credited to the Unit member. Effective the month immediately following the adoption of this MOU, Unit members electing to discontinue or not enroll 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 Unit member. Unit members 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 - LONG TERM DISABILITY INSURANCE:

3.1 The City shall provide long term disability insurance (or “LTD”) benefits for each full time Unit member (“covered Unit member”) as follows:

- a. The City shall provide a LTD insurance plan for each covered Unit member under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. b. The City’s existing Self-Funded Disability Plan dated September 1988 (“Self Funded Plan”) shall cease for all covered Unit members effective May 1, 2003, and thereafter all covered Unit members shall be covered by a LTD plan provided by a licensed insurance company contracted by the City, except for Unit members with approved claims under the Self-Funded Plan existing prior to that date (“existing LTD claimants”). As to such existing LTD claimants, the City has contracted with a licensed insurance company to provide claims administration services. The administration of the LTD claims for existing LTD claimants shall thereupon be handled by the licensed insurance company under the same terms as those in effect on the date the existing LTD claimant became disabled, and the City’s role shall be limited to payment of LTD benefits as and when directed by the licensed insurance company.

3.2 The City shall provide short term disability insurance (or “STD”) benefits for each Full Time Unit member (“covered Unit member”) as follows:

- a. Solely in order to provide a maximum 60-day waiting period, the City shall provide an STD insurance plan for each covered Unit member under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. Nothing herein shall bind the City to provide STD insurance coverage if an alternate LTD policy is available at a cost that is acceptable to the City with a 60-day waiting period.

3.3 The parties acknowledge that AFSCME’s acceptance of the combined STD Plan and LTD Plan is conditioned upon inclusion of the following benefits to be provided by a licensed insurance company contracted by the City:

After a maximum of a 60-day waiting period

- (1) A Unit member 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 66 2/3% of his or her base pay rate, plus Longevity Pay, A/B License Pay, Certification Pay, uniform costs, Bilingual Pay and Shift Differential Pay, to a maximum pay rate of \$7,500.00 per month at the commencement of disability leave up to age 65; and
- (2) A Unit member 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 66 2/3% of his or her base pay rate, plus Longevity Pay, A/B License Pay, Certification Pay, uniform costs, Bilingual Pay and Shift Differential Pay, to a maximum pay rate of \$7,500.00 per month at the commencement of disability leave for 24 months. A Unit member who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to 66 2/3% of his or her base pay rate, plus Longevity Pay, A/B License Pay, Certification Pay, uniform costs, Bilingual Pay and Shift Differential



Pay, to a maximum pay rate of \$7,500.00 per month at the commencement of disability leave up to age 65.

- (3) There shall be no reduction of LTD or STD benefits for a workers' compensation award.
- (4) 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.
- (5) The only allowable offsets are those listed in the LTD and STD Insurance policies.

3.4 The parties acknowledge that the City's acceptance of the combined STD and LTD Insurance Plans, including the additional benefits that were not previously provided under the City's Self-Funded Plan and/or prior MOUs, has been entered into in order to settle a lawsuit and is conditioned upon the following:

- (1) The City shall not self-fund LTD or STD benefits, including but not limited to, if any of the events set forth in 3.5, below, were to occur;
- (2) The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set 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 licensed insurance company contracted by the City.
- (3) Eligibility for and administration of benefits under the STD Plan and the LTD Plan and eligibility and administration of benefits for existing LTD claimants, including but not limited to the determination whether a Unit member is disabled from his or her own occupation, shall be determined by the licensed insurance company contracted by the City, not by the City.

3.5 In the event the existing insurance carrier were to (1) cease doing business in the State of California, (2) cancel or cease to offer the STD Plan and/or the LTD Plan to the City, or (3) increase the premiums for LTD and/or STD coverage beyond the guaranteed rates set forth in the current LTD and STD policies, or a minor increase not to exceed applicable increases in the Consumer Price Index, whichever is greater, and if the City cannot find a different insurance carrier that provides the same terms, requirements and conditions at a comparable cost, the City shall provide AFSCME with the information it requires to seek alternate proposals for such coverage. Thereafter, the City shall meet and confer with AFSCME to reach agreement on benefits under a replacement LTD and/or STD insurance policy with a different insurance carrier. Except as to the existing LTD claimants discussed in 3.1-b, above, the City is not required to provide LTD and/or STD coverage or benefits on a self-funded basis, now or in the future.

3.6 For injuries and other disabilities covered under California workers' compensation laws, Unit members shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability ("workers' compensation leave") or until the City's workers' compensation administrator terminates workers' compensation leave either due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returns to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a

dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If a Unit member is approved for workers' compensation leave, the Unit member shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unit members who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 3.1, above.

- 3.7** Unit members may use annual leave, sick leave and compensatory leave, for the additional one-third (1/3) of his/her salary, such leave to be paid through the payroll system biweekly, using twenty-six and three quarters (26¾) hours for such pay. There shall be no offset of LTD benefits for using this benefit.

SECTION 4 - LIFE INSURANCE COVERAGE:

The City agrees to provide each Full-Time Unit member and CPT Unit member with term life insurance coverage of one hundred thousand dollars (\$100,000.00) subject to the requirements of the insurance carrier. A Unit member shall have the right to purchase supplemental term life insurance, using monies remaining from the sum originally provided by the City for the Unit member's health insurance with any balance to be paid at the Unit member's expense, up to whatever amount the insurance company provides, subject to any requirements of the insurance carrier. The City shall continue to offer additional life insurance programs already offered for Unit member purchase.

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

- 5.1** For those Unit members hired before the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include such Unit members in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:
- a. The optional contract provisions relating to one (1) year final compensation;
 - b. The optional contract provision relating to military service credit as public service;
 - c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
 - d. The optional contract provision relating to two years additional service credit;
 - e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost;
 - f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.
- 5.2** Unit members shall pay the full percentage of the member contributions on a pre-tax basis.
- 5.3** For those Unit members hired on or after the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include such Unit members in the CalPERS "2% @ 55" Plan with the following optional public agency contract provisions:
- a. The optional contract provisions relating to one (1) year final compensation;



- b. The optional contract provision relating to military service credit as public service;
 - c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
 - d. The optional contract provision relating to two years additional service credit;
 - e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost;
 - f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.
- 5.4** Unit Members shall pay the full percentage of the member contributions on a pre-tax basis.
- 5.5** In conjunction with the implementation of this two-tiered retirement system, the City will agree to create a secure account where the City will deposit fifty percent (50%) of the savings resulting from the two tiered retirement system. This secure account will not be accessible to the City for anything other than post-retirement medical benefits and will not be co-mingled with the City's general bank account.
- 5.6** For those Unit members hired on or after January 1, 2013, defined by Assembly Bill 340 – Pension Reform, as “New Members”, the City shall include such Unit members in the CalPERS “2% at 62” Plan with a three year final compensation period, and with the following optional contract provisions:
- a. The optional contract provision relating to military service credit as public service;
 - b. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
 - c. The optional contract provision relating to two years additional service credit;
 - d. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost;
 - e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.
- 5.7** “New Members” shall pay the full percentage of the member contributions on a pre-tax basis.

SECTION 6 - DEFERRED COMPENSATION PROGRAMS:

The City shall continue deferred compensation programs already offered by the City and any others' agreed to by the parties.

- a. Within 30 days of the adoption of this MOU, the City agrees to match the amount, dollar for dollar, up to two hundred fifty dollars (\$250.00), contributed to the Unit member's deferred compensation account in calendar year 2014.
- b. Effective January 1, 2015, the City agrees to match the amount, dollar for dollar, up to five hundred dollars (\$500.00), contributed to the Unit member's deferred compensation account.

SECTION 7 - VISION CARE PROGRAM:

The City shall continue to sponsor a vision care program. Full-Time eligible Unit members and CPT Unit members may purchase vision care through payroll deduction from wages and/or with monies remaining from the sum provided for health insurance.

SECTION 8 - SECTION 125 PLAN:

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

SECTION 9 - COMPUTER LOAN PROGRAM:

The City has established a citywide Computer Loan Program, the implementation of which shall be governed by SMP No. 3.46, with the exception that the City shall allow AFSCME, Local 809, to have access to the City's "Computer Loan Program" to purchase one computer for official union use, provided that the loan is repaid within thirty-six (36) months. The loan shall carry no interest and shall be repaid from union dues within thirty-six (36) months. The City shall receive repayment of this loan by subtracting thirty-six (36) equal payments from the union dues prior to sending the dues to AFSCME.

ARTICLE V
LEAVES

SECTION 1 - ANNUAL LEAVE:

The City shall provide Unit members 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. Annual leave is the combination of the previous leaves of vacation leave, the three days of floating holiday and sixteen (16) hours of the forty (40) hours of personal leave.
- 1.2 Unless the Unit member's use of annual leave interferes with work group operations, the Department Director shall permit Unit members to use annual leave at the Unit member's discretion.
- 1.3 Unit members shall be credited with annual leave at the following rates:
 - a. Eleven and thirty-three hundredth (11.33) hours for each month of service or major portion thereof from the date of appointment;
 - b. Thirteen and thirty-three hundredth (13.33) hours for each month of service or major portion thereof upon the fifth anniversary date; and
 - c. Sixteen and sixty-six hundredth (16.66) hours for each month of service or major portion thereof upon the tenth anniversary date.
 - d. Upon the twentieth anniversary date Unit members will be credited with ten (10) hours of annual leave in addition to the credit under Section 1.3c.



- e. Upon the twenty-first anniversary date Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under Sections 1.3c and 1.3d.
 - f. Upon the twenty-second anniversary date Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under Sections 1.3c, 1.3d and 1.3e.
 - g. Upon the twenty-third anniversary date and each anniversary date thereafter, Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under Sections 1.3c, 1.3d, 1.3e, and 1.3f.
- 1.4 Unit members shall not be credited with annual leave for leave of absence without pay exceeding eighty (80) working hours in any calendar month.
 - 1.5 Unit members may use annual leave only after completing their initial six (6) months of service. Unit members shall not use less than one (1) hour of annual leave at any one time.
 - 1.6 Unit members may not accrue more than five hundred (500) hours of annual leave.
 - 1.7 When employment terminates, the Unit member shall be compensated for any annual leave. The value of accrued annual leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of the Unit member's separation from City service.

SECTION 2 - SICK LEAVE:

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

- 2.1 Unit members shall be credited with sick leave at the rate of ten (10) hours of sick leave for each month of service or major portion thereof. Sick leave shall not be credited for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
- 2.2 Unit members may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. The maximum amount of sick leave shall remain seven hundred sixty (760) hours for cash-out upon separation from the City pursuant to Section 2.6 listed below. Unit members may use accrued sick leave only after completing their initial one (1) month of service.
- 2.3 Unit members may not use sick leave at their discretion, but only in cases of actual illness, sickness, and/or quarantine, of the Unit member, or of the Unit member's immediate family, and (to the extent required by California law) to the domestic partner and/or children of the Unit member's domestic partner where the Unit member must provide care to the immediate family member, domestic partner, and/or children of the domestic partner, or for bereavement. Sick leave may also be used for personal medical, dental, and optical appointments and pregnancy, and for any other appointments for the purpose of obtaining professional diagnosis or examinations for a medical or mental health condition, of the Unit member, his/her immediate family, and (to the extent required by California law) of the domestic partner and/or children of his/her domestic partner. Unit members may also use any accrued sick leave for any leave necessitated as a result of pregnancy disability under California Government Code Section 12945.2 and 12945.3 (the Moore-Brown-Roberti Family Rights Act). As used in this Section 2, the term "domestic partner" shall mean any person who has qualified as a member of a domestic partnership with said Unit member pursuant to Division 2.5, Parts 1 through 5, of the California Family Code, commencing with Family Code Section 297.



- 2.4 When an Unit member uses sick leave, the Department Director may require the Unit member to present upon return to work a personal certification (not a doctor's slip) stating the reason for the sick leave. In administering this section, the City will at all times, respect to the maximum extent possible, the privacy of the Unit member. When a Unit member uses sick leave in excess of thirty (30) consecutive working hours, the Unit member shall present upon return to work a medical certification signed by a physician or licensed medical practitioner verifying the Unit member's need to be off work.
- 2.5 When a Unit member wishes to use accrued sick leave, the Unit member shall notify his/her immediate supervisor by phone, either directly or by leaving a time-stamped voice mail message, 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 Unit member is incapacitated and physically unable to provide the required notification. Unit members on sick leave shall regularly inform their immediate supervisor of their physical condition.
- 2.6 When employment terminates, the Unit member shall be compensated for one-half (1/2) the value of accrued sick leave up to 760 hours provided the Unit member 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 the Unit member's prevailing pay rate, plus longevity pay, on the date of the Unit member's separation from City service.
- 2.7 Upon retirement or separation, unit members may elect to deposit any cashed out accrued sick leave into a City-sponsored deferred compensation account up to the annual plan maximum.

SECTION 3 - SICK LEAVE INCENTIVE PLAN:

Each eligible Unit member who has used fifty (50) hours or less of sick leave during the preceding calendar year 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.

- 3.1 At the Unit member's election, the payment for unused sick leave may be converted to equivalent annual leave.
- 3.2 The Unit member shall indicate election by written request to the Finance Officer 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 a Unit member elects to receive payment in cash or annual leave, such Unit member'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, a Unit member must have been a full-time regular Unit member for two full years prior to the calendar year during which the sick leave to be converted is earned.

The Unit member must 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 - SICK LEAVE BANK:

The City and AFSCME have agreed to amend the current leave bank policy to include language that will allow an AFSCME member to donate up to 25% of any combination of their accrued sick and/or annual leave hours, provided the donation leaves the Unit member with at least a combined balance of one hundred (100) hours of sick leave, annual leave and/or compensatory time. These donated hours, as approved by the City, shall accrue directly to the sick leave balance of any designated active Full-Time Unit member of the City. The City will continue to amend the leave bank policy to address how unused donated sick leave hours might be returned to donors.

SECTION 5 - COMPENSATORY LEAVE:

The City shall provide Unit members with compensatory leave subject to the following conditions:

- 5.1 Reasonable requests for use of compensatory leave shall not be denied. Unit members shall not use less than (1) hour of compensatory leave at any one time. Unit members may use compensatory leave along with any other authorized paid leave with approval of the Department Director. The City shall not require a Unit member to use compensatory time within the same pay period in which it was earned. The City shall not mandate flex-time in order to avoid any overtime liability. Unit members shall make a good faith effort to reduce compensatory leave accrual balances below the eighty (80) hour maximum accrual level.
- 5.2 A Unit member shall not accrue more than eighty (80) hours of compensatory leave. A Unit member may carry over to the next calendar year up to eighty (80) hours of compensatory leave.
- 5.3 When a Unit member separates from the City service for any reason, the Unit member shall be compensated for any accrued compensatory leave. The value of accrued compensatory leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay, on the date of the Unit member's separation from City service.

SECTION 6 - BEREAVEMENT LEAVE:

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, parent, step parent, brother, sister, grandparent, or grandchild. Bereavement leave does not accrue, nor can it be cashed out if not used by the Unit member.

SECTION 7 - REDEMPTION OF ACCUMULATED LEAVE:

- 7.1 In addition to the current sick leave incentive program, AFSCME members covered by this MOU may redeem up to seventy-five (75) hours of any accumulated leave. The redemption shall be subject to the following conditions:
 - a. Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.

- b. 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 - HOLIDAY LEAVE:

The City shall provide Unit members with the following holidays with pay subject to subsections 8.2 through 8.6 below:

- 8.1 The following days will be recognized holidays for Union Unit members:

January 1 (New Year's Day)
 The third Monday in January (Dr. Martin Luther King Jr. Day)
 The third Monday in February (President's Day)
 March 31 (Cesar E. Chavez Day)
 The last Monday in May (Memorial Day)
 July Fourth (Independence Day)
 The first Monday in September (Labor Day)
 November 11 (Veteran's Day)
 The fourth Thursday in November (Thanksgiving Day)
 December 25 (Christmas)
 Every day proclaimed by the President, Governor or Mayor of this City as a public holiday.

- 8.2 When any day granted as a holiday falls on a Friday or Saturday, the ten hours of holiday leave will be converted to annual leave and added to the Unit members' annual leave balance. In order to get this leave conversion, the Unit member must work the full scheduled work period immediately before and immediately after the holiday unless the Unit member is absent from any portion or all of the scheduled work period immediately before and after a holiday on authorized paid leave. A Unit member shall not receive pay for a holiday if any leave without pay (except furlough leave) was used by the Unit member during his or her work period immediately preceding or following the holiday.
- 8.3 When any day granted as a holiday falls on a Sunday, the following Monday shall be considered the holiday. In order to be paid for a holiday, the Unit member must work the full scheduled work period immediately before and after the holiday unless the Unit member is absent from any portion or all of the scheduled work period immediately before and after a holiday on authorized paid leave. A Unit member shall not receive pay for a holiday if any leave without pay (except furlough leave) was used by the Unit member during his or her work period immediately preceding or following the holiday.
- 8.4 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, the Unit member must use such additional holiday leave when granted, and such leave cannot be accrued. Unit members absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. A Unit member shall not receive holiday pay for this half-day holiday if any leave without pay (except furlough leave) was used by the Unit member during his or her work period immediately preceding or immediately following the half-day holiday.

- 8.5 All designated holidays shall be compensated in 10-hour increments, for a total of one hundred (100) hours annually regardless of a Unit member's work schedule.
- 8.6 When a Unit member is assigned to a 5/40 or 9/80 schedule, excess holiday hours may be accumulated up to twenty (20) hours for use as other paid leave credits. It is agreed that a Unit member can carry a negative holiday leave balance which may come about as a result of assuring that this agreement does not result in a need to utilize regular hours for the Friday following Thanksgiving.
- 8.7 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 all AFSCME Unit members accrue the same number of holiday hours.

SECTION 9 - WORKERS' COMPENSATION LEAVE:

The City will provide workers' compensation coverage and leave for City Unit members in accordance with California workers' compensation law.

- 9.1 Except as otherwise provided, Unit members 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 Unit member returning to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time the Unit member is disabled, the Unit member shall continue to accrue annual leave, sick leave, and seniority for purposes of pay adjustments or advancements.
- 9.2 Unit members who are still disabled after seventeen (17) weeks, may apply for long term disability insurance and long term disability benefits in accordance with Article IV, Section 3.
- 9.3 The City shall make all reasonable efforts to provide Unit members with light duty assignments when the Unit member is still disabled after seventeen (17) weeks from the date of disability.
- 9.4 As used in this Section 9, the term "disabled" or "disability" shall have that meaning set forth in California Workers' Compensation law.

SECTION 10 - MILITARY LEAVE:

The City shall grant military leave to Unit members as provided in the California Military and Veterans Code Sections 389 through 395.4. Unit members on ordered military leave shall be paid their prevailing pay rate in addition to their military pay for periods not to exceed a total of thirty (30) days each fiscal year as provided by State Codes.

SECTION 11 - LEAVE OF ABSENCE WITHOUT PAY:

- 11.1 The City has the authority to grant or deny a Unit member's request for leave of absence from work without pay, except that the City shall not unreasonably deny a request for unpaid leave due to the medical disability of the Unit member or a member of his/her immediate family.
- 11.2 The City shall not grant an unpaid leave in excess of one (1) year for Unit members with five (5) years or less seniority, in excess of two (2) years for Unit members with more than five (5) years seniority, or in excess of three (3) years for Unit members with more than ten (10) years seniority.
- 11.3 A Unit member on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over 60 days.
- 11.4 After the expiration of the unpaid leave, the Unit member shall be assigned to his/her former classification. Probationary Unit members are not eligible for unpaid leaves of absence, except as required by law.
- 11.5 The Unit member requesting the leave shall state in writing the reasons for the request.
- 11.6 The continuation of City paid benefits for Unit members on leave without pay for medical reasons shall be ninety (90) days or longer as applicable with the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL). Those Unit members not covered by FMLA, CFRA, and/or PDL, shall not be eligible for the continuation of City paid benefits, but will be eligible for Cobra benefits at their expense.

SECTION 12 - FLEX SCHEDULES:

The City will work with Unit members 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 workday, 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.

SECTION 13 - TIME OFF FOR VOTING:

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

- 13.1 When a Unit member claims not to have sufficient time outside of working hours to vote at a statewide election, the Unit member may, without loss of pay, with the approval of the Human Resources Officer, take off enough working hours which when added to the voting hours available outside of working hours will enable the Unit member to vote. The Human Resources Officer may not authorize a Unit member 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 the work period, whichever allows the Unit member the most time for voting and the least time off from work.



- 13.2** If the Unit member knows or has reason to believe that time off for voting will be necessary on election day, the Unit member shall notify the Human Resources Officer of that fact at least two (2) workdays in advance. At least ten (10) days before every statewide election, the Human Resources Officer shall post the provisions of this section conspicuously at the civic center or elsewhere so that the notice may be seen as Unit members come to their place of work.

SECTION 14 - LUNCH PERIOD:

An uninterrupted, uncompensated lunch period of thirty (30) minutes or one (1) hour will be afforded to Unit members. 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 Unit member's supervisor. The time, not the length, of lunch periods may be modified to accommodate childcare pickup and delivery to provider, with the approval of the Department Director.

SECTION 15 - REST PERIOD:

The City shall provide Unit members with a compensated rest period of fifteen (15) minutes for each half work period. Unit members may not use the rest period to compensate for a late arrival to or early departure from work. Rest periods shall have no monetary value and shall be forfeited if not used during the work period.

SECTION 16 - LEAVE FOR CLASSIFIED PART-TIME UNIT MEMBERS:

- 16.1** Except as otherwise provided, Classified Part-Time ("CPT") Unit members shall not be granted the leave benefits granted to Full-Time Unit members. The City shall provide CPT Unit members with a pro rata percentage of annual leave, sick leave and release time leave, considering the number of working hours of a CPT Unit member as compared to the working hours of a Full-Time Unit member.
- 16.2** For the purpose of this rule the pro rata percentage of annual leave or sick leave shall be calculated as eight (8) hours for each month of service or major portion thereof served in the CPT position from the date of appointment for both annual leave and sick leave.
- 16.3** CPT Unit members may use annual leave only after completing their initial six months of service. Unit members shall not use less than one (1) hour of annual leave at any one time.
- 16.4** CPT Unit members may not accrue more than three hundred (300) hours of annual leave.
- 16.5** When employment terminates, the Unit member shall be compensated for any accrued annual leave. The value of accrued annual leave shall be calculated using the Unit member's prevailing pay rate on the date of the Unit member's separation from City service.
- 16.6** CPT Unit members may accrue a maximum of three hundred thirty-six (336) hours of sick leave. Unit members may use accrued sick leave only after completing their initial one (1) month of service.
- 16.7** CPT Unit members may not use sick leave at their discretion, but only in cases of actual illness, sickness, and/or quarantine, of the Unit member, or of the Unit member's immediate family, and (to the extent required by California law) to the domestic partner and/or children of the Unit



member's domestic partner where the Unit member must provide care to the immediate family member, domestic partner, and/or children of the domestic partner, or for bereavement. Sick leave may also be used for personal medical, dental, and optical appointments and pregnancy, and for any other appointments for the purpose of obtaining professional diagnosis or examinations for a medical or mental health condition, of the Unit member, his/her immediate family, and (to the extent required by California law) of the domestic partner and/or children of his/her domestic partner. Unit members may also use any accrued sick leave for any leave necessitated as a result of pregnancy disability under California Government Code Section 12945.2 and 12945.3 (the Moore-Brown-Roberti Family Rights Act). As used in this Section 2, the term "domestic partner" shall mean any person who has qualified as a member of a domestic partnership with said Unit member pursuant to Division 2.5, Parts 1 through 5, of the California Family Code, commencing with Family Code Section 297.

- 16.8** When a Unit member wishes to use accrued sick leave, the Unit member shall notify his/her immediate supervisor by phone, either directly or by leaving a time-stamped voice mail message, 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 Unit member is incapacitated and physically unable to provide the required notification. Unit members on sick leave shall regularly inform their immediate supervisor of their physical condition.
- 16.9** When an Unit member uses sick leave, the Department Director may require the Unit member to present upon return to work a personal certification (not a doctor's slip) stating the reason for such sick leave. In administering this section, the City will at all times, respect to the maximum extent possible the privacy of the Unit members. When a Unit member uses sick leave in excess of three (3) consecutive workdays, the Unit member shall present upon return to work a medical certification signed by a physician or licensed medical practitioner verifying the Unit member's need to be off work.

ARTICLE VI

LAYOFF

SECTION 1 - PREREQUISITE FOR LAYOFF:

When as a result of a cutback in personnel it becomes necessary to initiate a layoff of Unit members in any representation unit covered by this MOU, the following shall be the prerequisite to such a layoff:

- 1.1** All non-classified part-timers, temporary, seasonal and/or recurrent and probationary Unit members working in the class have been released from the class.
- 1.2** Unit members in the class have been given the opportunity to seek lateral transfers to existing vacant positions. Such transfer requests shall not be denied except for just cause.
- 1.3** Management will meet and consult with the representatives of AFSCME, Local 809 over alternative courses of action to avoid such layoff.
- 1.4** Notice of actual layoff shall be given no less than forty-five (45) calendar days before the date of implementation. Such notice shall include:
- a. Classification where layoff is to occur;



- b. Seniority list by total continuous City tenure of Unit members in the affected class;
- c. List of current permanent vacancies in all classes represented by AFSCME, Local 809;
- d. Separate notice to any Unit member in the class who has two (2) or more below-standard evaluations within the preceding three (3) years.

SECTION 2 - ORDER OF LAYOFF:

- 2.1 Unit members who have two (2) or more below-standard annual evaluations within the preceding three (3) years shall be laid off first.
- 2.2 Next layoff shall occur on the basis of City-wide tenure, the least senior Unit member based on total continuous employment shall be laid off first and any subsequent layoff shall proceed to the next least senior.
- 2.3 Ties in tenure – Where the total and continuous employment of two (2) Unit members are of the same length, seniority shall be decided by the drawing of lots.

SECTION 3 - VOLUNTARY DEMOTION:

A Unit member so laid off may choose voluntary demotion so as to avoid layoff.

- 3.1 Such voluntary demotion can be to a lower or equal class of previous standing or to a lower or equal class in the same occupational grouping. Occupational groupings are attached as Exhibit B.
- 3.2 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this article. However, in no event can a Unit member displace someone with more Citywide seniority except as permitted by Section 2.1 of this article.

SECTION 4 - RECALL:

Unit members who laterally transfer, take a voluntary demotion or are laid off pursuant to the provisions of this article shall have their names entered onto a recall list for the classification of original standing.

- 4.1 Such a list shall be inverse order of layoff, lateral transfer or demotion.
- 4.2 The recall list shall be kept by Human Resources and shall be used in order when any vacancy for that class is to be filled.
- 4.3 The list shall be maintained until all names have been offered an opportunity for recall or at the end of three (3) years, whichever occurs first.
- 4.4 The appointing authority shall offer appointment to the first name on said list, if the individual accepts, and he or she shall be appointed after sixty (60) days from the date of layoff, the Unit member may be required to take a medical examination so as to ensure the Unit member is medically and mentally capable of performing the duties of the class. The individual shall still be required to meet the minimum standards of the class.



SECTION 5 - LAYOFF FROM OTHER REPRESENTATIONAL UNITS:

In the case of a layoff in a classification not covered by this agreement, a Unit member who had previous employment in a classification covered by this agreement shall have the same rights as listed in Section 3 "Voluntary Demotion" provided, however, that such an Unit member's seniority shall be based solely upon total employment in classifications covered by this agreement.

SECTION 6 - SEVERANCE PACKAGE:

The City shall provide laid off Unit members a severance package in exchange for release of all claims as follows:

- 6.1 Severance pay calculated at thirty (30) hours for each year of service with a minimum benefit of 173.33 hours pay and a maximum benefit of 520 hours pay.
- 6.2 Medical and dental benefits will be provided through the regular insurance and/or COBRA reimbursement for the time period equivalent to the number of days as the severance pay.

ARTICLE VII NON-DISCRIMINATION

The City will not discriminate in the treatment of a Unit member on the basis of race, color, religion, sex, political party or activity, national origin, sexual preference, age, marital status, medical condition (cancer related), pregnancy, or pregnancy related conditions, physical or mental disability, union activity or union membership.

ARTICLE VIII HEALTH AND SAFETY

SECTION 1 - SAFETY RESPONSIBILITIES:

- 1.1 The City and AFSCME shall make a good faith effort to provide and maintain a safe and healthful place of employment.
- 1.2 Unit members shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by any law, occupational safety or health standard, safety order, or safety rule and regulation. Unit members shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.
- 1.3 The City shall not require nor permit any Unit member to go or be in any employment not reasonably safe and healthful.
- 1.4 The City shall not discipline any Unit member for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated, and if such violation would create a real hazard to the Unit member.



SECTION 2 - SAFETY COMMITTEE:

The City and AFSCME shall jointly participate in an advisory safety committee. The membership of the safety committee shall consist of two (2) City representatives designated by the City Manager from the union, two (2) Unit member representatives designated from and by each other recognized Unit member organization of the City, and the safety officer. The safety committee shall make a good faith effort in an advisory capacity to provide and maintain a safe and healthful place of employment. The safety committee shall meet on a monthly basis or other agreed schedule.

SECTION 3 - SAFETY DEVICES AND SAFEGUARDS:

The City shall furnish and the Unit member shall use safety devices and safeguards. The City shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render City employment safe and healthful.

- 3.1** The City shall provide safety shoes to eligible Unit members based upon the recommendation of the safety committee as to the type best suited to the work performed. The City shall pay the full cost of safety shoes without limitation as to style, brand or number of pairs.
- a. Management shall have the exclusive authority to determine eligibility standards of replacement safety shoes. A Unit member's request for replacement of safety shoes shall not be approved unless the need for such new safety shoes is based on normal wear as determined by management.
 - b. If deemed necessary by management, the installation of new insoles could be permitted in lieu of purchasing new shoes.

SECTION 4 - PESTICIDE SAFETY:

A Unit member shall not use Class I pesticides without proper authorization. The City shall comply with laws, regulations, standards and orders governing the use of pesticides.

SECTION 5 - USE OF VETERANS SPORTSCOMPLEX:

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

- Unit member - One hundred dollars (\$100.00) per year.
- Unit member and family - One hundred fifty dollars (\$150.00) per year.

Unit members who renew memberships shall receive the same percentage discount on the above prices as the general public receives at time of renewal.

For the purposes of this section, family shall mean those family members eligible for coverage under the Ca1PERS Health Insurance provided by the City.

SECTION 6 - CLASS "A" AND "B" DRIVERS LICENSE REQUIREMENT:

- 6.1** The City shall pay the license fee for Class A and B Driver's Licenses.



6.2 The City shall pay for medical examinations required for Class A and B Driver's Licenses.

SECTION 7 - FIRST AID AND CPR:

Provided that the subject training can be provided by certified in-house staff, on a voluntary basis, the City will provide First Aid training and certification and Cardio-Pulmonary Resuscitation (CPR) training and certification to all unit members within the Crafts and Trades Unit who work out in the field, at no cost to the unit members. Training for new unit members within the Crafts and Trades Unit who work out in the field shall be offered at least annually and re-certification trainings will be offered in conformance with the required recertification dates of the American Red Cross.

**ARTICLE IX
DISCIPLINE AND DISCHARGE**

SECTION 1 - JUST CAUSE:

A Unit member covered by this MOU may be suspended without pay, demoted or discharged for just cause. A Unit member's suspension without pay may be achieved through a temporary decrease in step without any loss of work by the Unit member; the step decrease shall not exceed the period of time necessary to achieve the loss of pay equivalent to a stated suspension; and it shall not affect the Unit member's step anniversary date. Unit members, other than probationary, shall have the right of appeal.

SECTION 2 - REPRESENTATION:

- 2.1** Unit members may be represented by a Union representative or legal counsel at predisciplinary conferences and/or post-disciplinary appeal hearings.
- 2.2** Advocates of the Union who are City Unit members shall at all times be treated with respect by the City.

**ARTICLE X
GRIEVANCE PROCEDURE**

SECTION 1 - GRIEVANCE DEFINED:

A grievance is a complaint that there has been a violation of this MOU. The Unit member and/or the Unit member's designated representative bringing such a claim shall state how the violation affects their wages, hours, working conditions, or job security as provided for in this MOU.

SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE:

When a Unit member has a complaint, the Unit member and/or the Unit member's designated representative shall first informally discuss the matter with the Unit member's immediate supervisor within twelve (12) working days from the incident or decision generating the grievance. If after the discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the Unit member and/or Unit member's designated representative shall have the right to informally discuss the complaint with the supervisor's immediate superior. If after such a discussion, the complaint has not been satisfactorily resolved, the Unit member shall have the right to file a formal grievance.



SECTION 3 - FORMAL GRIEVANCE PROCEDURE:

The formal grievance shall be used to resolve a Unit member's complaint not satisfactorily resolved by informal discussion.

- 3.1 A Unit member shall have the right to present a formal grievance, in writing, within twelve (12) working days after the discussion of the grievance with the immediate supervisor and the immediate supervisor's superior. All formal grievances shall state the violation of this MOU and how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's suggested solution.
- 3.2 The formal grievance shall be presented to the Division Manager. The Division Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Division Manager shall render a written decision regarding its merits. If the Division Manager's decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the formal grievance to the Department Director of the work group. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this article when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Division Manager. Failure of the Division Manager to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.
- 3.3 When the Unit member presents a formal grievance to the Department Director, the Department Director shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Department Director shall render a written decision regarding its merits. If the Department Director's decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's representative may present the formal grievance to the City Manager. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this article when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Department Director. Failure of the Department Director to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.
- 3.4 When the Unit member presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the City Manager shall render a written decision regarding its merits. The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Should the City Manager fail to render a written decision within twelve (12) working days, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.
- 3.5 If the decision of the City Manager does not resolve the grievance to the Unit member's satisfaction, the Unit member, and/or the Union, may sue for redress of grievance.



SECTION 4 - NON-DEPARTMENTAL GRIEVANCES:

- 4.1 Grievances resulting from decisions or actions outside the departmental chain-of-command shall be initiated by the Unit member and/or the Unit member's representative with the Department Director of the work group from which a complaint generates. The Unit member and/or the Unit member's designated representative shall first informally discuss the matter with the Department Director (or Assistant City Manager, if the complaint is the result of decisions or actions generated by the City Manager's work group) within twelve (12) working days from the incident or decision generating the grievance. If the informal discussion does not satisfactorily resolve the grievance, the Unit member shall have the right to file a formal grievance, in writing, with the Department Director (or Assistant City Manager, if applicable), within twelve (12) working days after the informal discussion of the grievance with the Department Director (or Assistant City Manager, if applicable). The formal grievance shall state the violation of this MOU and how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's suggested solution.
- 4.2 When the Unit member presents a formal grievance to the Department Director (or Assistant City Manager, if applicable), the Department Director (or Assistant City Manager, if applicable) shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Department Director (or Assistant City Manager, if applicable) shall render a written decision regarding its merits. If the Department Director's (or Assistant City Manager's, if applicable) decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's representative may present the formal grievance to the City Manager. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this article when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Department Director (or Assistant City Manager, if applicable). Failure of the Department Director (or Assistant City Manager, if applicable) to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.
- 4.3 When the Unit member presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the City Manager shall render a written decision regarding its merits. The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Should the City Manager fail to render a written decision within twelve (12) working days, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.
- 4.4 If the decision of the City Manager does not resolve the grievance to the Unit member's satisfaction, the Unit member, and/or the Union, may sue for redress of grievance.
- 4.5 Grievances resulting from decisions or actions of the Human Resources Officer shall be initiated by the Unit member and/or the Unit member's representative with the Human Resources Officer. The Unit member and/or the Unit member's designated representative shall first informally discuss the matter with the Human Resources Officer within twelve (12) working days from the incident or decision generating the grievance. If the informal discussion does not satisfactorily resolve the grievance, the Unit member shall have the right to file a formal grievance, in writing,



with the Human Resources Officer, within twelve (12) working days after the informal discussion of the grievance with the Human Resources Officer. The formal grievance shall state the violation of this MOU and how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's suggested solution.

- 4.6 When the Unit member presents a formal grievance to the Human Resources Officer, the Human Resources Officer shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Human Resources Officer shall render a written decision regarding its merits. If the Human Resources Officer's decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's representative may present the formal grievance to the Administrative Services Department Director. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this article when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Human Resources Officer. Failure of the Human Resources Officer to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.
- 4.7 When the Unit member presents a formal grievance to the Administrative Services Department Director, the Administrative Services Department Director shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after the receipt of the formal grievance, the Administrative Services Department Director shall render a written decision regarding its merits. If the Administrative Services Department Director's decision does not satisfactorily resolve the complaint, the Unit member and/or the Unit member's designated representative may present the formal grievance to the City Manager. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this article when the Unit member does not seek further review of the grievance within twelve (12) working days after receipt of the decision of the Administrative Services Department Director. Failure of the Administrative Services Department Director to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.
- 4.8 When the Unit member presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the City Manager shall render a written decision regarding its merits. The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Should the City Manager fail to render a written decision within twelve (12) working days, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.
- 4.9 If the decision of the City Manager does not resolve the grievance to the Unit member's satisfaction, the Unit member, and/or the Union, may sue for redress of grievance.

SECTION 5 - REPRISALS:

The City shall not institute any reprisals against any Unit member or designated representative resulting from the use of the grievance procedure.



ARTICLE XI
APPEAL PROCEDURES

SECTION 1 - REQUEST FOR DISCIPLINARY HEARING:

A non-probationary Unit member, or a Unit member who is on a promotional probationary period who is disciplined for other than failure to pass probation, who believes he or she has been suspended, or demoted without alleged just cause shall have the right to appeal the imposition of that disciplinary action. When a Unit member and/or the Unit member's designated representative or the Unit member's legal counsel, requests a disciplinary hearing, the request shall be in writing, signed by the Unit member, and presented to the Human Resources Officer within twelve (12) working days after the notification date of the imposition of the disciplinary action. Any such request shall be addressed to the Human Resources Officer and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the Unit member. All disciplinary hearings shall be conducted in private, under no circumstances shall the hearing be open to the public. If the Unit member fails to request a disciplinary hearing within the prescribed time, the Unit member shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2 - SCHEDULING OF DISCIPLINARY HEARING:

The City shall schedule any disciplinary hearing within a reasonable time after the filing of the Unit member's request, considering the availability of a hearing officer and the convenience of the Unit member and the witnesses.

SECTION 3 - HEARING OFFICER:

- 3.1** The City Manager or his/her designee shall be the hearing officer for disciplinary hearings that do not involve suspensions of more than forty (40) hours, demotions or terminations, or where the Union does not participate in the appeal and pay half of all hearing costs.
- 3.2** The hearing officer shall be a neutral third party for all disciplinary appeals involving suspension of more than forty hours or termination.
- a. The hearing officer shall be selected from a list of seven (7) names submitted by an outside source mutually agreed upon by the City and the Union. For the purpose of this section, the outside source shall be the American Arbitration Association, unless otherwise mutually agreed upon in writing between the Union and the City. This provision supersedes any and all side letters previously entered into between the City and the Union with respect to the selection of hearing officers for disciplinary appeals.
 - b. The selection process shall consist of the City and Union alternately striking a name from the list until one name remains which will be the appointed hearing officer. A coin toss will determine which side begins the above mentioned process.
 - c. The cost for the hearing officer shall be shared equally by the City and the Union.



SECTION 4 - REPRESENTATION AT DISCIPLINARY HEARING:

At the disciplinary hearing, the Unit member may appear personally, and shall have the right to be represented by the Union or by legal counsel. The Unit member and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

SECTION 5 - BURDEN OF PROOF AND EVIDENCE:

The City shall have the burden of proof at the disciplinary hearing and shall be required to prove the charges against the Unit member by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6 - CONDUCT OF DISCIPLINARY HEARING:

The conduct of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of the parties. During the examination of a witness, the hearing officer may exclude from the hearing, any and all other witnesses. The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents. Disciplinary hearings shall be tape-recorded.

SECTION 7 - HEARING OFFICER'S DECISION:

Within thirty (30) calendar days after conclusion of the evidentiary and argument portions of the disciplinary hearing, the hearing officer shall issue a written decision containing findings of the fact and conclusions of law. The hearing officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the Unit member. The hearing officer's decision constitutes a final and binding resolution of any disciplinary action and no further appeal shall be permitted.

ARTICLE XII **CITY RIGHTS**

SECTION 1 - EXCLUSIVE CITY RIGHTS AND AUTHORITY:

The City retains the exclusive right to manage and direct the performance of City services and the work force performing such services. The following matters shall be within the exclusive authority of the City.

- 1.1 The consideration of the merits, necessity, or organization of any service or activity conducted by the City shall include but not be limited to the City's right to:
- 1.2 Determine issues of public policy;
- 1.3 Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;
- 1.4 Expand or diminish services;



- 1.5 Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract out any work or operation;
- 1.6 Determine the size and composition of the work force, to assign work to Unit members in accordance with requirements as determined by the City, and to establish and change work assignments;
- 1.7 Determine job classifications;
- 1.8 Appoint, transfer, promote, demote, and lay off Unit members for lack of work or other appropriate reasons;
- 1.9 Initiate disciplinary action;
- 1.10 Determine policies, procedures, and standards for selection, training and promotion of Unit members;
- 1.11 Establish Unit member performance standards, including but not limited to quality and quantity standards;
- 1.12 Maintain the efficiency of governmental operations;
- 1.13 Exercise complete control and discretion over its organization, and the technology of performing its work and services;
- 1.14 Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and
- 1.15 Determine any and all necessary actions to carry out its mission in emergencies.
- 1.16 The exclusive decision making authority of the City and the management on matters involving the City rights and authority shall not be in any way, directly or indirectly, subject to the grievance procedure. The Unit member may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

SECTION 2 - CONCERTED REFUSAL TO WORK:

- 2.1 If an Unit member participates in any manner in any strike, sympathy strike, work stoppage, slowdown, sick-in or other concerted refusal to work or participates in any manner in picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-in or other concerted refusal to work or induces other Unit members of the City to engage in such activities, such Unit member shall be subject to discharge by the City.
- 2.2 In the event the Union calls, engages in, encourages, assists, or condones in any manner, any strike, sympathy strike, work stoppage, slowdown, sick-in, or other concerted refusal to work by Unit members of the City or any picketing or work impediment in support thereof, or any form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions available to it, may suspend any and all of the rights and privileges accorded the Union under any ordinance, resolution, rules or



procedures of the City, including but not limited to the suspension of recognition of the Union, and the use of the City's bulletin boards and facilities.

- 2.3 The City shall not lock out Unit members.

ARTICLE XIII **UNION RIGHTS**

SECTION 1 - EXCLUSIVE REPRESENTATION:

- 1.1 It is agreed by and between the Union and the City that AFSCME, Local 809 is the exclusive representative of Unit members covered by this agreement. As such, the Union shall be the only agent providing representation for grievances and disciplinary hearings and for all terms and conditions of employment. At the disciplinary hearing, the Unit member may appear personally, may be represented by the Union or by legal counsel. If a Unit member requests representation for grievances, it shall be through the Union.
- 1.2 All new Classified Part-Time Unit members shall be exclusively represented by AFSCME, Local 809.

SECTION 2 - BULLETIN BOARD:

The City will provide the Union ample space on four (4) bulletin boards. These boards shall be located at City Hall, adjacent to the City Clerk's office, at the parks maintenance yard, and the public works maintenance yard. Where the City does not have an existing bulletin board, the Union shall supply it.

SECTION 3 - E-MAIL ACCESS:

The City will set up e-mail addresses for all Full-Time AFSCME-represented Unit members in the City's e-mail system.

SECTION 4 - NEGOTIATIONS:

The City and the Union agree that negotiations on a successor contract shall begin in March of 2016. The Union will submit a list of requests to the City no later than February 18, 2016, and the City will submit its list of requests to the union no later than March 10, 2016. The number of negotiating members for the Union shall be no more than two (2) members from each of the three units represented by AFSCME, Local 809 including the President of the local, and an AFSCME Union representative. The City and the Union shall reach agreement on ground rules for negotiations at the first scheduled meet and confer session in March, 2016.

SECTION 5 - UNION OFFICERS:

- 5.1 Union officers shall continue to receive release time leave as described in this MOU to perform official Union duties, with the understanding that their Union duties shall not interfere with the effective and efficient performance of their assigned job responsibilities, or interfere with the efficiency, safety and security of City operations.



- 5.2 The Union will provide the City a current list of all officers, stewards and representatives on a quarterly basis.

SECTION 6 - POLITICAL ACTION FUND:

The City will provide payroll deduction for political action fund "PEOPLE" and remit same to AFSCME.

SECTION 7 - RELEASE TIME:

The City shall provide Unit members with release time leave subject to the following conditions:

- 7.1 Upon advance notice and unless the Unit member's or designated representative's use of release time interferes with departmental operations, the immediate supervisor shall permit a Unit member and one designated representative to use release time as time off work with pay in order to prepare a formal grievance or to appeal a disciplinary action.
- 7.2 The immediate supervisor shall approve release time requests for up to one (1) hour for both the Unit member and one (1) designated representative for each formal grievance. The immediate supervisor shall approve release time requests for up to two (2) hours for both the Unit member and one (1) designated representative for each predisciplinary conference or disciplinary hearing unless it interferes with departmental operations. Additional requests for release time to prepare for a formal grievance or to appeal a disciplinary action must be approved in advance by the appointing authority which includes inspection of Unit members personnel file for disciplinary appeals.
- 7.3 A Unit member's designated representative may use release time to be present at the presentation of a grievance, a predisciplinary conference, or disciplinary hearing.
- 7.4 Representatives and officers of recognized employee organizations will be permitted to use release time to attend labor contract negotiations sessions scheduled by the City. The number of the labor contract negotiating committee members for the union shall be no more than two (2) members from each of the three units represented by AFSCME, Local 809 including the president of the local, and an AFSCME union representative. Up to four representatives of the recognized Unit member organization will be permitted to use release time to attend meet-and-confer sessions scheduled by the City, three representatives may attend labor/management meetings, and two representatives may attend Personnel Subcommittee meetings.
- 7.5 AFSCME shall be permitted monthly paid release time for executive board meetings; such meetings shall not exceed two work hours.
- 7.6 Unit member organizations may request release time from the employer-employee relations officer for a special meeting not covered in this provision. Such requests shall be in writing stating the reasons for such request.
- 7.7 Unit members who use release time pursuant to the provisions of this section shall record all such hours on their payroll job ticket each payroll period.
- 7.8 The AFSCME, Local 809 President shall have eight (8) hours per month paid release time, approved in advance quarterly by his or her immediate supervisor.



- 7.9 Release time is to be used to cover labor relations activities that occur during a Unit member's normal work hours. It does not add to a Unit member's normal work schedule nor create any overtime obligation. Any hours expended outside normal work hours shall not count as release time, shall be uncompensated by the City, and are the personal responsibility of the Unit member and/or the Union. However, the City Manager, the Director of Administrative Services, or the Human Resources Officer may pre-authorize overtime for labor relations related purposes.
- 7.10 Release time is not available for labor relations related administrative or legal procedures, except that the Union may have one representative at administrative proceedings who shall be entitled to the use of release time and all represented members that may be called as witnesses at any administrative proceeding shall be entitled to use release time to cover any required attendance at such proceeding that occurs during the Unit member's normally scheduled work hours. Unit members that are to be called as witnesses at such proceedings shall be placed "on call" with at least one-hour notice of the need for their attendance and allowed to use release time for any time spent that occurs during the Unit member's normally scheduled work hours. Examples of administrative proceedings include, but are not limited to, PERB, EEOC, DFEH, Labor Commissioner, etc.
- 7.11 AFSCME Unit members shall be permitted one (1) hour of paid release time per month to attend AFSCME membership meetings. AFSCME will keep sign-in sheets and provide same to Human Resources to prove attendance at the membership meetings.

SECTION 8 - BIDDING ON IN-HOUSE SERVICES:

Prior to the City initiating the official bid process, the Union shall have the opportunity to present to the City a bid to keep services in-house. This opportunity shall be part of the required meet and confer process. If the request is reasonable, the City will provide the Union with information not normally available to the Union.

SECTION 9 - PERSONNEL FILES:

There shall be one official personnel file for each Unit member and it shall be kept at City Hall in Human Resources.

ARTICLE XIV **UNION SECURITY**

SECTION 1 - DUES DEDUCTION:

The American Federation of State, County and Municipal Employees, Local 809 may continue to collect membership dues through the City's payroll deductions, upon the written authorization of Unit members working in job classifications subject to this MOU.

SECTION 2 - MAINTENANCE OF MEMBERSHIP:

All Unit members who are currently members of the Union and all current Unit members who may become members, shall as a condition of their continued City employment, maintain their membership in the Union for the duration of this MOU.



SECTION 3 - AGENCY SHOP:

- 3.1 All members of the bargaining unit shall, as a condition of continued City employment after July 1, 1991, either (1) become a member of the Union on or before July 1, 1991, or within thirty days from date of hire, whichever is later, or (2) pay a fee to the Union in an amount determined by the Union to be equal to representative costs, effective July 1, 1991.
- 3.2 A unit member may either pay such fee directly to the Union or may authorize in writing the City to pay such fee through payroll deductions. If a unit member does not pay the fee directly to the Union or authorize the City to pay such fee through payroll deduction, the City shall, upon written notice from the Union, withhold such fee without authorization and pay such fee to the Union.
- 3.3 Any Union member who is a member of a bona-fide religion which has historically held conscientious objections to joining or financially supporting Unions shall not be required to pay the fee described in Section 3.2 above as a condition of employment, but shall be required to pay a sum equal to such fee to one of the following non-religious, non-labor organizations, qualified as tax-exempt under Section 501(3) of Title 26 of the Internal Revenue Code:
- a. Girl Scouts Carson Branch.
 - b. Boy Scouts Carson Branch.
 - c. Carson High School Boosters.

Written proof of payment and a written statement of religious objection shall be provided to the City by July 1 of each year as a condition of continued exemption from the provisions of Sections 3.2 and 3.3 above.

- 3.4 The Union agrees to cooperate with the City in furnishing the City any information needed to enforce this section.
- 3.5 The Union agrees to defend, indemnify and hold harmless the City against legal action by any Unit member challenging the legality of any action taken by the City in compliance with this section.

ARTICLE XV
CLASSIFIED PART-TIME UNIT MEMBERS

SECTION 1 - CLASSIFIED PART-TIME CLASSES DEFINED:

Unit members already employed in the following classes will continue to be Classified Part-Time Unit members within the City service. The following Classified Part-Time position is included in this memorandum of understanding:

- a. Early Childhood Instructor/C.P.T.



ARTICLE XVI
OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 - STATUS OF GRANT-FUNDED UNIT MEMBERS:

Full-Time grant funded Unit members shall be considered City Unit members and will receive all benefits and rights conferred by this agreement.

SECTION 2 - UNION MANAGEMENT MEETINGS:

The City and the Union agree to meet on at least a quarterly basis for the duration of this agreement to discuss matters of mutual concern and establish a system of communication between Unit members and management for the purpose of improving even further delivery of services, efficiency of operations and Unit member morale.

SECTION 3 - PROMOTIONAL OPPORTUNITIES:

- 3.1 The City will make a good faith effort to promote and transfer from within.
- 3.2 The City will recruit for and establish eligibility lists for all vacant budgeted positions unless formally frozen by Council.

SECTION 4 - LATERAL TRANSFERS:

- 4.1 Unit members who wish to be considered for lateral transfer must complete a lateral transfer form and place it on file with the Human Resources Division. When the Human Resources Division receives an approved requisition for a position where a Unit member has filed a lateral transfer form, the Human Resources Division will notify that Unit member of the recruitment during the promotional recruitment period, and provide the Unit member with a recruitment flyer. Testing requirements will be waived if the candidate meets the minimum requirements of the open position.
- 4.2 Lateral transfer candidates shall advance directly to an interview with the hiring authority, at a time that is to be determined by the hiring authority. The selection decision shall be at the discretion of the hiring authority; lateral transfer candidates shall not have superior rights to the open position over the rights of the promotional candidates.

SECTION 5 - TYPING CERTIFICATES:

Typing certificates verifying typing speeds of sixty-five (65) words per minute or greater shall be considered to be valid for thirty-six (36) months from the date of issuance.

SECTION 6 - PERSONNEL SUBCOMMITTEE:

The City agrees to inform the Union of any issues going before the Personnel Subcommittee and City Council concerning the Union and that the Union will be given this information and the right to attend said meetings on release time, limited to one or two members as appropriate.



ARTICLE XVII

MODIFICATION AND DURATION

SECTION 1 - SEVERABILITY:

Notwithstanding any other provisions of this MOU, in the event that any article, section, or subsection of this MOU shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the Union shall meet and confer on the affected article, section, or subsection. In such event, all other articles, sections or subsections of this MOU not affected shall continue in full force and effect.

SECTION 2 - DURATION:

- 2.1** This MOU shall be binding on the City and AFSCME when approved and adopted by the City Council.
- 2.2** Except as otherwise provided herein this MOU shall be in full force and effect from the 1st day of July, 2013 and shall remain in full force and effect up to and including the 30th day of June, 2016; provided, however, that the salary levels, benefits and other money items, specified herein shall become effective as indicated.

SECTION 3 - REOPENERS:

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards to the following issues. These reopeners are not contingent upon the execution of any successor MOU and no successor MOU is contingent upon agreement on these reopeners:

- a. Changes and/or revisions to the City's Personnel Rules and Regulations, including related SMPs;
- b. Changes and/or revisions to the City's EERR; and
- c. Changes to Sick Leave Bank policies and procedures.
- d. Corrections and/or changes to inconsistent or ambiguous language or sections of this MOU.
- e. Rewriting the section on LTD and STD insurance.



**A MEMORANDUM OF UNDERSTANDING FOR
THE PERIOD JULY 1, 2013 THROUGH JUNE 30, 2016
BETWEEN THE CITY OF CARSON AND
EMPLOYEES ASSIGNED TO CLASSIFIED POSITIONS REPRESENTED BY
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES UNION (AFSCME), COUNCIL 36, LOCAL 809
PASSED, APPROVED AND ADOPTED THIS 21ST DAY OF OCTOBER 2014**

AFSCME, LOCAL 809

CITY OF CARSON

De Nize Hunt
President

Nelson Hernandez
City Manager

Brent Severtson
Vice President

Cecil Rhambo
Assistant City Manager

Nancy Rusas
Recording Secretary

Elvia Parra
Senior Human Resources Analyst

Alicia Tapia
Treasurer

Colin Tanner
Deputy City Attorney

Tim Grierson
Board Member

Bob Adams
Business Agent, Council 36



MAYOR JIM DEAR

ATTEST:

CITY CLERK DONESIA L. GAUSE, CMC

APPROVED AS TO FORM:

CITY ATTORNEY WILLIAM WYNDER



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

I, Donesia L. Gause, City Clerk of the City of Carson, California, do hereby certify that the whole number of members of the City Council is five; that the foregoing resolution, being Resolution No. 14-100 was duly and regularly adopted by said Council at a regular meeting duly and regularly held on the 21st day of October 2014, and that the same was passed and adopted by the following vote:

AYES:	COUNCIL MEMBERS:	Mayor Dear, Santarina, Gipson, Davis-Holmes and Robles
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

City Clerk Donesia L. Gause



APPENDIX A
DESIGNATED APPROPRIATE UNITS
CLERICAL AND TECHNICAL UNIT

Account Clerk
Accounts Payable Specialist I (Job Series)
Accounts Payable Specialist II (Job Series)
Administrative Secretary
Business License Specialist I (Job Series)
Business License Specialist II (Job Series)
Central Services Clerk
Code Enforcement Aide (Job Series)
Code Enforcement and Collections Officer
Code Enforcement Officer (Job Series)
Construction Inspector
Coordinator, Records Management
Division Secretary
Division Secretary-Information Technology
Employment & Business Development Assistant
Employment Specialist
Engineering Technician
Graphic Designer I (Job Series)
Graphic Designer II (Job Series)
Office Clerk (Job Series)
Offset Press Operator
Payroll Specialist I (Job Series)
Payroll Specialist II (Job Series)
Planning Secretary
Planning Technician I (Job Series)
Planning Technician II (Job Series)
Purchasing Specialist I (Job Series)
Purchasing Specialist II (Job Series)
Resource Center Technician
Revenue Inspector
Senior Account Clerk I (Job Series)
Senior Account Clerk II (Job Series)
Senior Clerk
Senior Construction Inspector
Senior Offset Press Operator
Senior Storekeeper
Seniors Services Coordinator I (Job Series)
Seniors Services Coordinator II (Job Series)
Storekeeper
Typist Clerk I (Job Series)
Typist Clerk II (Job Series)
Youth Services Officer



APPENDIX A (CONT.)
DESIGNATED APPROPRIATE UNITS
CRAFTS AND TRADES UNIT

Assistant Facilities Maintenance Technician (Job Series)
Assistant Groundsworker (Job Series)
Assistant Maintenance Worker (Job Series)
Assistant Tree Trimmer (Job Series)
Bus Driver
Custodian
Electrician
Equipment Mechanic I (Job Series)
Equipment Mechanic II (Job Series)
Equipment Service Worker (Job Series)
Event Services Worker I (Job Series)
Event Services Worker II (Job Series)
Event Services Worker III (Job Series)
Facilities Maintenance Technician I (Job Series)
Facilities Maintenance Technician II (Job Series)
Groundsworker I (Job Series)
Groundsworker II (Job Series)
Heavy Equipment Operator
HVAC Technician
Irrigation Technician
Lead Facilities Maintenance Technician
Locksmith
Maintenance Worker I (Job Series)
Maintenance Worker II (Job Series)
Painter
Plumber
Pool Maintenance Specialist
Senior Bus Driver
Senior Bus Driver (CPT)
Senior Custodian
Senior Equipment Mechanic
Senior Groundsworker
Senior Maintenance Worker I
Senior Maintenance Worker II
Senior Tree Trimmer
Tree Trimmer I (Job Series)
Tree Trimmer II (Job Series)



APPENDIX A (CONT.)
DESIGNATED APPROPRIATE UNITS
PROFESSIONAL/MIDDLE MANAGEMENT UNIT

Adult Sports Coordinator I (Job Series)
Adult Sports Coordinator II (Job Series)
Aquatics Program Supervisor
Assistant Events Coordinator (Job Series)
Assistant Recreation Coordinator
Buyer
Community Services Coordinator I (Job Series)
Community Services Coordinator II (Job Series)
Coordinator, Recreation
Early Childhood Instructor
Early Childhood Instructor (Classified Part-Time)
Early Childhood Program Supervisor
Events Coordinator (Job Series)
Kids Club Site Director
Recreation Center Supervisor I (Job Series)
Recreation Center Supervisor II (Job Series)
Recreation Permits Coordinator I (Job Series)
Recreation Permits Coordinator II (Job Series)
Recreation Program Supervisor
Senior Code Compliance Specialist
Senior Recreation Center Supervisor
Seniors Assisted Living Coordinator I (Job Series)
Seniors Assisted Living Coordinator II (Job Series)
Seniors Recreation Program Coordinator I (Job Series)
Seniors Recreation Program Coordinator II (Job Series)
Seniors Services Coordinator I (Job Series)
Seniors Services Coordinator II (Job Series)
Special Needs Recreation Coordinator I (Job Series)
Special Needs Recreation Coordinator II (Job Series)
Transportation Coordinator I (Job Series)
Transportation Coordinator II (Job Series)
Youth Sports Coordinator I (Job Series)
Youth Sports Coordinator II (Job Series)



APPENDIX B OCCUPATIONAL GROUPINGS

Salary Range No.

1)	Senior Code Compliance Specialist.....	346
	Code Enforcement and Collection Officer	345
	Revenue Inspector	343
	Code Enforcement Officer (Job Series).....	342
	Youth Services Officer	341
	Business License Specialist II* (Job Series)	336
	Business License Specialist I* (Job Series).....	334
	Code Enforcement Aide (Job Series)	333
2)	Senior Construction Inspector.....	345
	Construction Inspector.....	339
3)	Senior Offset Press Operator.....	334
	Offset Press Operator.....	330
4)	Graphic Designer II (Job Series).....	337
	Graphic Designer I (Job Series).....	335
5)	Employment Specialist.....	341
6)	Administrative Secretary.....	338
	Planning Secretary	337
	Business License Specialist II* (Job Series)	336
	Division Secretary/Resource Center Technician	335
	Division Secretary-Information Technology	335
	Business License Specialist I* (Job Series).....	334
	Senior Clerk/Employment & Business Development Assistant.....	330
	Typist Clerk II (Job Series).....	326
	Central Services Clerk	326
	Typist Clerk I (Job Series).....	324
	Office Clerk (Job Series).....	322
7)	Buyer*	344
	Accounts Payable Specialist II (Job Series)/Purchasing Specialist II (Job Series)/	
	Payroll Specialist II (Job Series)/Senior Account Clerk II* (Job Series).....	336
	Accounts Payable Specialist I (Job Series)/Purchasing Specialist I (Job Series)/	
	Payroll Specialist I (Job Series)/Senior Account Clerk I* (Job Series).....	334
	Account Clerk	332

(* Denotes minimum qualifications required.)



**APPENDIX B (CONT.)
OCCUPATIONAL GROUPINGS**

	Salary Range No.
8) Planning Technician II (Job Series)	341
Planning Technician I (Job Series)	339
9) Senior Equipment Mechanic	341
Equipment Mechanic II (Job Series)	338
Equipment Mechanic I (Job Series)	335
Equipment Service Worker (Job Series)	331
10) HVAC Technician	345
Electrician	343
Plumber	340
Pool Maintenance Specialist	337
Lead Facilities Maintenance Technician	338
Painter	338
Locksmith	338
Facilities Maintenance Technician II (Job Series)	335
Facilities Maintenance Technician I (Job Series)	329
Senior Custodian	328
Assistant Facilities Maintenance Technician (Job Series)	327
Custodian	325
11) Senior Tree Trimmer	340
Irrigation Technician	335
Senior Groundswoker	334
Tree Trimmer II (Job Series)	333
Groundswoker II (Job Series)	331
Senior Custodian	328
Groundswoker I (Job Series)/Tree Trimmer I (Job Series)	327
Assistant Groundswoker (Job Series)/Assistant Tree Trimmer (Job Series)	325
Custodian	325
12) Senior Maintenance Worker II	341
Senior Maintenance Worker I	339
Lead Facilities Maintenance Technician	338
Heavy Equipment Operator	337
Facilities Maintenance Technician II (Job Series)	335
Maintenance Worker II (Job Series)	331
Facilities Maintenance Technician I (Job Series)	329
Senior Custodian	328
Maintenance Worker I (Job Series)	326
Custodian	325
Assistant Maintenance Worker (Job Series)	324



APPENDIX B (CONT.) OCCUPATIONAL GROUPINGS

		Salary Range No.
13)	Senior Recreation Center Supervisor	349
	Aquatics Program Supervisor	346
	Recreation Center Supervisor II (Job Series)/Recreation Program Supervisor	346
	Adult Sports Coordinator II (Job Series)/Community Services Coordinator II (Job Series)/Recreation Center Supervisor I (Job Series)/Recreation Permits Coordinator II (Job Series)/Seniors Assisted Living Coordinator II (Job Series)/ Seniors Recreation Program Coordinator II (Job Series)/Seniors Services Coordinator II (Job Series)/Special Needs Recreation Coordinator II (Job Series)/Transportation Coordinator II (Job Series)/Youth Sports Coordinator II (Job Series)	343
	Adults Sports Coordinator I (Job Series)/Community Services Coordinator I (Job Series) / Coordinator, Recreation/Recreation Permits Coordinator I (Job Series)/Seniors Assisted Living Coordinator I (Job Series)/Seniors Recreation Program Coordinator I (Job Series)/Seniors Services Coordinator I (Job Series)/Special Needs Recreation Coordinator I (Job Series)/Transportation Coordinator I (Job Series)/Youth Sports Coordinator I (Job Series)341	341
	Coordinator, Events (Job Series)	337
	Assistant Recreation Coordinator	335
	Assistant Events Coordinator (Job Series)	331
14)	Early Childhood Program Supervisor.....	346
	Early Childhood Instructor	330
	Kids Club Site Director	330
	Early Childhood Instructor (Classified Part-Time)	330
	{ State certification may be required in future. }	
15)	Senior Storekeeper.....	334
	Storekeeper	330
16)	Engineering Technician	340
17)	Senior Bus Driver/Senior Bus Driver (CPT).....	332
	Bus Driver.....	330
18)	Coordinator, Records Management	339
19)	Event Services Worker III (Job Series).....	331
	Event Services Worker II (Job Series)	326
	Event Services Worker I (Job Series)	324



Appendix C
City of Carson
Monthly Salary Schedule
AFSCME
All Non-Exempt Classifications
Effective June 22, 2013 (2.5% COLA)

Resolution No. 14-100

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Account Clerk	332	3,476	3,650	3,832	4,024	4,225	4,436
Accounts Payable Specialist I	334	3,652	3,835	4,026	4,227	4,438	4,660
Accounts Payable Specialist II	336	3,839	4,030	4,232	4,443	4,666	4,899
Administrative Secretary	338	4,031	4,233	4,444	4,667	4,901	5,145
Aquatics Program Supervisor	346	4,912	5,158	5,416	5,687	5,971	6,269
Assistant Events Coordinator	331	3,394	3,563	3,741	3,928	4,124	4,330
Assistant Facilities Maintenance Technician	327	3,075	3,229	3,390	3,559	3,737	3,924
Assistant Groundswoker	325	2,926	3,073	3,227	3,388	3,557	3,734
Assistant Maintenance Worker	324	2,856	2,998	3,148	3,305	3,470	3,643
Assistant Recreation Coordinator	335	3,744	3,932	4,129	4,335	4,551	4,779
Assistant Tree Trimmer	325	2,926	3,073	3,227	3,388	3,557	3,734
Bus Driver	330	3,311	3,476	3,649	3,831	4,023	4,224
Business License Specialist I	334	3,652	3,835	4,026	4,227	4,438	4,660
Business License Specialist II	336	3,839	4,030	4,232	4,443	4,666	4,899
Buyer	344	4,677	4,911	5,156	5,413	5,684	5,968
Central Services Clerk	326	3,000	3,150	3,308	3,473	3,646	3,828
Code Enforcement & Collections Officer	345	4,792	5,032	5,283	5,547	5,824	6,115
Code Enforcement Aide	333	3,564	3,742	3,930	4,127	4,333	4,549
Code Enforcement Officer	342	4,451	4,673	4,907	5,152	5,409	5,680
Construction Inspector	339	4,135	4,342	4,559	4,787	5,026	5,277
Coord, Adult Sports I	341	4,343	4,560	4,788	5,027	5,278	5,541
Coord, Adult Sports II	343	4,562	4,790	5,030	5,281	5,545	5,822
Coord, Community Services I	341	4,343	4,560	4,788	5,027	5,278	5,541
Coord, Community Services II	343	4,562	4,790	5,030	5,281	5,545	5,822
Coord, Events	337	3,934	4,131	4,337	4,553	4,781	5,019
Coord, Records Management	339	4,135	4,342	4,559	4,787	5,026	5,277
Coord, Recreation	341	4,343	4,560	4,788	5,027	5,278	5,541
Coord, Recreation Permits I	341	4,343	4,560	4,788	5,027	5,278	5,541
Coord, Recreation Permits II	343	4,562	4,790	5,030	5,281	5,545	5,822
Coord, Seniors Assisted Living I	341	4,343	4,560	4,788	5,027	5,278	5,541
Coord, Seniors Assisted Living II	343	4,562	4,790	5,030	5,281	5,545	5,822
Coord, Seniors Recreation Program I	341	4,343	4,560	4,788	5,027	5,278	5,541
Coord, Seniors Recreation Program II	343	4,562	4,790	5,030	5,281	5,545	5,822
Coord, Seniors Services I	341	4,343	4,560	4,788	5,027	5,278	5,541
Coord, Seniors Services II	343	4,562	4,790	5,030	5,281	5,545	5,822
Coord, Special Needs Recreation I	341	4,343	4,560	4,788	5,027	5,278	5,541
Coord, Special Needs Recreation II	343	4,562	4,790	5,030	5,281	5,545	5,822
Coord, Transportation I	341	4,343	4,560	4,788	5,027	5,278	5,541
Coord, Transportation II	343	4,562	4,790	5,030	5,281	5,545	5,822
Coord, Youth Sports I	341	4,343	4,560	4,788	5,027	5,278	5,541
Coord, Youth Sports II	343	4,562	4,790	5,030	5,281	5,545	5,822
Custodian	325	2,926	3,073	3,227	3,388	3,557	3,734
Division Secretary	335	3,744	3,932	4,129	4,335	4,551	4,779
Division Secretary (Information Technology)	335	3,744	3,932	4,129	4,335	4,551	4,779



Appendix C
City of Carson
Monthly Salary Schedule
AFSCME
All Non-Exempt Classifications
Effective June 22, 2013 (2.5% COLA)

Resolution No. 14-100

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Early Childhood Instructor	330	3,311	3,476	3,649	3,831	4,023	4,224
Early Childhood Instructor (CPT)	330	19.10	20.05	21.05	22.10	23.21	24.37
Early Childhood Program Supervisor	346	4,912	5,158	5,416	5,687	5,971	6,269
Electrician	343	4,562	4,790	5,030	5,281	5,545	5,822
Employment & Business Development Asst.	330	3,311	3,476	3,649	3,831	4,023	4,224
Employment Specialist	341	4,343	4,560	4,788	5,027	5,278	5,541
Engineering Technician	340	4,237	4,450	4,672	4,906	5,151	5,408
Equipment Mechanic I	335	3,744	3,932	4,129	4,335	4,551	4,779
Equipment Mechanic II	338	4,031	4,233	4,444	4,667	4,901	5,145
Equipment Service Worker	331	3,394	3,563	3,741	3,928	4,124	4,330
Event Services Worker I	324	2,856	2,998	3,148	3,305	3,470	3,643
Event Services Worker II	326	3,000	3,150	3,308	3,473	3,646	3,828
Event Services Worker III	331	3,394	3,563	3,741	3,928	4,124	4,330
Facilities Maintenance Technician I	329	3,230	3,391	3,560	3,738	3,925	4,120
Facilities Maintenance Technician II	335	3,744	3,932	4,129	4,335	4,551	4,779
Graphic Designer I	335	3,744	3,932	4,129	4,335	4,551	4,779
Graphic Designer II	337	3,934	4,131	4,337	4,553	4,781	5,019
Groundswoker I	327	3,075	3,229	3,390	3,559	3,737	3,924
Groundswoker II	331	3,394	3,563	3,741	3,928	4,124	4,330
Heavy Equipment Operator	337	3,934	4,131	4,337	4,553	4,781	5,019
HVAC Technician	345	4,792	5,032	5,283	5,547	5,824	6,115
Irrigation Technician	335	3,744	3,932	4,129	4,335	4,551	4,779
Kids Club Site Director	330	3,311	3,476	3,649	3,831	4,023	4,224
Lead Facilities Maintenance Technician	338	4,031	4,233	4,444	4,667	4,901	5,145
Locksmith	338	4,031	4,233	4,444	4,667	4,901	5,145
Maintenance Worker I	326	3,000	3,150	3,308	3,473	3,646	3,828
Maintenance Worker II	331	3,394	3,563	3,741	3,928	4,124	4,330
Office Clerk	322	2,717	2,853	2,995	3,145	3,302	3,467
Offset Press Operator	330	3,311	3,476	3,649	3,831	4,023	4,224
Painter	338	4,031	4,233	4,444	4,667	4,901	5,145
Payroll Specialist I	334	3,652	3,835	4,026	4,227	4,438	4,660
Payroll Specialist II	336	3,839	4,030	4,232	4,443	4,666	4,899
Planning Secretary	337	3,934	4,131	4,337	4,553	4,781	5,019
Planning Technician I	339	4,135	4,342	4,559	4,787	5,026	5,277
Planning Technician II	341	4,343	4,560	4,788	5,027	5,278	5,541
Plumber	340	4,237	4,450	4,672	4,906	5,151	5,408
Pool Maintenance Specialist	337	3,934	4,131	4,337	4,553	4,781	5,019
Purchasing Specialist I	334	3,652	3,835	4,026	4,227	4,438	4,660
Purchasing Specialist II	336	3,839	4,030	4,232	4,443	4,666	4,899
Recreation Center Supervisor I	343	4,562	4,790	5,030	5,281	5,545	5,822
Recreation Center Supervisor II	346	4,912	5,158	5,416	5,687	5,971	6,269
Recreation Program Supervisor	346	4,912	5,158	5,416	5,687	5,971	6,269
Resource Center Technician	335	3,744	3,932	4,129	4,335	4,551	4,779
Revenue Inspector	343	4,562	4,790	5,030	5,281	5,545	5,822



Appendix C
City of Carson
Monthly Salary Schedule
AFSCME
All Non-Exempt Classifications
Effective June 22, 2013 (2.5% COLA)

Resolution No.14-100

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Senior Account Clerk I	334	3,652	3,835	4,026	4,227	4,438	4,660
Senior Account Clerk II	336	3,839	4,030	4,232	4,443	4,666	4,899
Senior Bus Driver	332	3,476	3,650	3,832	4,024	4,225	4,436
Senior Bus Driver (CPT)	332	20.05	21.06	22.11	23.22	24.38	25.59
Senior Clerk	330	3,311	3,476	3,649	3,831	4,023	4,224
Senior Code Compliance Specialist	346	4,912	5,158	5,416	5,687	5,971	6,269
Senior Construction Inspector	345	4,792	5,032	5,283	5,547	5,824	6,115
Senior Custodian	328	3,149	3,307	3,472	3,645	3,827	4,019
Senior Equipment Mechanic	341	4,343	4,560	4,788	5,027	5,278	5,541
Senior Groundswoker	334	3,652	3,835	4,026	4,227	4,438	4,660
Senior Maintenance Worker I	339	4,135	4,342	4,559	4,787	5,026	5,277
Senior Maintenance Worker II	341	4,343	4,560	4,788	5,027	5,278	5,541
Senior Offset Press Operator	334	3,652	3,835	4,026	4,227	4,438	4,660
Senior Rec Center Supervisor	349	5,289	5,553	5,831	6,122	6,429	6,750
Senior Storekeeper	334	3,652	3,835	4,026	4,227	4,438	4,660
Senior Tree Trimmer	340	4,237	4,450	4,672	4,906	5,151	5,408
Storekeeper	330	3,311	3,476	3,649	3,831	4,023	4,224
Tree Trimmer I	327	3,075	3,229	3,390	3,559	3,737	3,924
Tree Trimmer II	333	3,564	3,742	3,930	4,127	4,333	4,549
Typist Clerk I	324	2,856	2,998	3,148	3,305	3,470	3,643
Typist Clerk II	326	3,000	3,150	3,308	3,473	3,646	3,828
Youth Services Officer	341	4,343	4,560	4,788	5,027	5,278	5,541



**Appendix D
City of Carson
Monthly Salary Schedule
AFSCME**

Resolution No. 14-100

**All Non-Exempt Classifications
Effective March 15, 2014 (6% Salary Increase in lieu of elimination of EPMC)**

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Account Clerk	332	3,684	3,869	4,062	4,266	4,479	4,702
Accounts Payable Specialist I	334	3,871	4,065	4,268	4,481	4,705	4,939
Accounts Payable Specialist II	336	4,069	4,272	4,486	4,710	4,946	5,193
Administrative Secretary	338	4,273	4,487	4,711	4,947	5,195	5,454
Aquatics Program Supervisor	346	5,207	5,467	5,741	6,028	6,329	6,645
Assistant Events Coordinator	331	3,597	3,777	3,966	4,163	4,371	4,589
Assistant Facilities Maintenance Technician	327	3,260	3,422	3,593	3,772	3,961	4,159
Assistant Groundsworker	325	3,102	3,257	3,420	3,591	3,770	3,958
Assistant Maintenance Worker	324	3,027	3,178	3,337	3,503	3,678	3,861
Assistant Recreation Coordinator	335	3,969	4,168	4,376	4,595	4,824	5,065
Assistant Tree Trimmer	325	3,102	3,257	3,420	3,591	3,770	3,958
Bus Driver	330	3,509	3,684	3,868	4,061	4,265	4,477
Business License Specialist I	334	3,871	4,065	4,268	4,481	4,705	4,939
Business License Specialist II	336	4,069	4,272	4,486	4,710	4,946	5,193
Buyer	344	4,958	5,205	5,465	5,738	6,025	6,326
Central Services Clerk	326	3,180	3,339	3,506	3,681	3,865	4,058
Code Enforcement & Collections Officer	345	5,079	5,334	5,600	5,880	6,173	6,482
Code Enforcement Aide	333	3,778	3,967	4,166	4,374	4,593	4,822
Code Enforcement Officer	342	4,718	4,953	5,201	5,461	5,733	6,020
Construction Inspector	339	4,383	4,602	4,833	5,074	5,327	5,593
Coord, Adult Sports I	341	4,603	4,834	5,075	5,328	5,594	5,874
Coord, Adult Sports II	343	4,836	5,077	5,331	5,598	5,878	6,171
Coord, Community Services I	341	4,603	4,834	5,075	5,328	5,594	5,874
Coord, Community Services II	343	4,836	5,077	5,331	5,598	5,878	6,171
Coord, Events	337	4,170	4,379	4,597	4,826	5,067	5,321
Coord, Records Management	339	4,383	4,602	4,833	5,074	5,327	5,593
Coord, Recreation	341	4,603	4,834	5,075	5,328	5,594	5,874
Coord, Recreation Permits I	341	4,603	4,834	5,075	5,328	5,594	5,874
Coord, Recreation Permits II	343	4,836	5,077	5,331	5,598	5,878	6,171
Coord, Seniors Assisted Living I	341	4,603	4,834	5,075	5,328	5,594	5,874
Coord, Seniors Assisted Living II	343	4,836	5,077	5,331	5,598	5,878	6,171
Coord, Seniors Recreation Program I	341	4,603	4,834	5,075	5,328	5,594	5,874
Coord, Seniors Recreation Program II	343	4,836	5,077	5,331	5,598	5,878	6,171
Coord, Seniors Services I	341	4,603	4,834	5,075	5,328	5,594	5,874
Coord, Seniors Services II	343	4,836	5,077	5,331	5,598	5,878	6,171
Coord, Special Needs Recreation I	341	4,603	4,834	5,075	5,328	5,594	5,874
Coord, Special Needs Recreation II	343	4,836	5,077	5,331	5,598	5,878	6,171
Coord, Transportation I	341	4,603	4,834	5,075	5,328	5,594	5,874
Coord, Transportation II	343	4,836	5,077	5,331	5,598	5,878	6,171
Coord, Youth Sports I	341	4,603	4,834	5,075	5,328	5,594	5,874
Coord, Youth Sports II	343	4,836	5,077	5,331	5,598	5,878	6,171
Custodian	325	3,102	3,257	3,420	3,591	3,770	3,958
Division Secretary	335	3,969	4,168	4,376	4,595	4,824	5,065
Division Secretary (Information Technology)	335	3,969	4,168	4,376	4,595	4,824	5,065



Appendix D
City of Carson
Monthly Salary Schedule
AFSCME
All Non-Exempt Classifications
Effective March 15, 2014 (6% Salary Increase in lieu of elimination of EPMC)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Early Childhood Instructor	330	3,509	3,684	3,868	4,061	4,265	4,477
Early Childhood Instructor (CPT)	330	20.25	21.26	22.32	23.43	24.60	25.83
Early Childhood Program Supervisor	346	5,207	5,467	5,741	6,028	6,329	6,645
Electrician	343	4,836	5,077	5,331	5,598	5,878	6,171
Employment & Business Development Asst.	330	3,509	3,684	3,868	4,061	4,265	4,477
Employment Specialist	341	4,603	4,834	5,075	5,328	5,594	5,874
Engineering Technician	340	4,492	4,716	4,952	5,200	5,460	5,732
Equipment Mechanic I	335	3,969	4,168	4,376	4,595	4,824	5,065
Equipment Mechanic II	338	4,273	4,487	4,711	4,947	5,195	5,454
Equipment Service Worker	331	3,597	3,777	3,966	4,163	4,371	4,589
Event Services Worker I	324	3,027	3,178	3,337	3,503	3,678	3,861
Event Services Worker II	326	3,180	3,339	3,506	3,681	3,865	4,058
Event Services Worker III	331	3,597	3,777	3,966	4,163	4,371	4,589
Facilities Maintenance Technician I	329	3,424	3,594	3,773	3,962	4,160	4,368
Facilities Maintenance Technician II	335	3,969	4,168	4,376	4,595	4,824	5,065
Graphic Designer I	335	3,969	4,168	4,376	4,595	4,824	5,065
Graphic Designer II	337	4,170	4,379	4,597	4,826	5,067	5,321
Groundswoker I	327	3,260	3,422	3,593	3,772	3,961	4,159
Groundswoker II	331	3,597	3,777	3,966	4,163	4,371	4,589
Heavy Equipment Operator	337	4,170	4,379	4,597	4,826	5,067	5,321
HVAC Technician	345	5,079	5,334	5,600	5,880	6,173	6,482
Irrigation Technician	335	3,969	4,168	4,376	4,595	4,824	5,065
Kids Club Site Director	330	3,509	3,684	3,868	4,061	4,265	4,477
Lead Facilities Maintenance Technician	338	4,273	4,487	4,711	4,947	5,195	5,454
Locksmith	338	4,273	4,487	4,711	4,947	5,195	5,454
Maintenance Worker I	326	3,180	3,339	3,506	3,681	3,865	4,058
Maintenance Worker II	331	3,597	3,777	3,966	4,163	4,371	4,589
Office Clerk	322	2,880	3,024	3,175	3,333	3,500	3,675
Offset Press Operator	330	3,509	3,684	3,868	4,061	4,265	4,477
Painter	338	4,273	4,487	4,711	4,947	5,195	5,454
Payroll Specialist I	334	3,871	4,065	4,268	4,481	4,705	4,939
Payroll Specialist II	336	4,069	4,272	4,486	4,710	4,946	5,193
Planning Secretary	337	4,170	4,379	4,597	4,826	5,067	5,321
Planning Technician I	339	4,383	4,602	4,833	5,074	5,327	5,593
Planning Technician II	341	4,603	4,834	5,075	5,328	5,594	5,874
Plumber	340	4,492	4,716	4,952	5,200	5,460	5,732
Pool Maintenance Specialist	337	4,170	4,379	4,597	4,826	5,067	5,321
Purchasing Specialist I	334	3,871	4,065	4,268	4,481	4,705	4,939
Purchasing Specialist II	336	4,069	4,272	4,486	4,710	4,946	5,193
Recreation Center Supervisor I	343	4,836	5,077	5,331	5,598	5,878	6,171
Recreation Center Supervisor II	346	5,207	5,467	5,741	6,028	6,329	6,645
Recreation Program Supervisor	346	5,207	5,467	5,741	6,028	6,329	6,645
Resource Center Technician	335	3,969	4,168	4,376	4,595	4,824	5,065
Revenue Inspector	343	4,836	5,077	5,331	5,598	5,878	6,171



Appendix D
City of Carson
Monthly Salary Schedule
AFSCME
All Non-Exempt Classifications
Effective March 15, 2014 (6% Salary Increase in lieu of elimination of EPMC)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Senior Account Clerk I	334	3,871	4,065	4,268	4,481	4,705	4,939
Senior Account Clerk II	336	4,069	4,272	4,486	4,710	4,946	5,193
Senior Bus Driver	332	3,684	3,869	4,062	4,266	4,479	4,702
Senior Bus Driver (CPT)	332	21.26	22.32	23.44	24.61	25.84	27.13
Senior Clerk	330	3,509	3,684	3,868	4,061	4,265	4,477
Senior Code Compliance Specialist	346	5,207	5,467	5,741	6,028	6,329	6,645
Senior Construction Inspector	345	5,079	5,334	5,600	5,880	6,173	6,482
Senior Custodian	328	3,338	3,505	3,680	3,864	4,057	4,260
Senior Equipment Mechanic	341	4,603	4,834	5,075	5,328	5,594	5,874
Senior Groundswoker	334	3,871	4,065	4,268	4,481	4,705	4,939
Senior Maintenance Worker I	339	4,383	4,602	4,833	5,074	5,327	5,593
Senior Maintenance Worker II	341	4,603	4,834	5,075	5,328	5,594	5,874
Senior Offset Press Operator	334	3,871	4,065	4,268	4,481	4,705	4,939
Senior Rec Center Supervisor	349	5,606	5,887	6,181	6,490	6,815	7,155
Senior Storekeeper	334	3,871	4,065	4,268	4,481	4,705	4,939
Senior Tree Trimmer	340	4,492	4,716	4,952	5,200	5,460	5,732
Storekeeper	330	3,509	3,684	3,868	4,061	4,265	4,477
Tree Trimmer I	327	3,260	3,422	3,593	3,772	3,961	4,159
Tree Trimmer II	333	3,778	3,967	4,166	4,374	4,593	4,822
Typist Clerk I	324	3,027	3,178	3,337	3,503	3,678	3,861
Typist Clerk II	326	3,180	3,339	3,506	3,681	3,865	4,058
Youth Services Officer	341	4,603	4,834	5,075	5,328	5,594	5,874



Appendix E
City of Carson
Monthly Salary Schedule
AFSCME
All Non-Exempt Classifications
Effective June 21, 2014 (2.5% COLA and Professional Development Pay)

Resolution No. 14-100

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Account Clerk	332	3,810	3,999	4,197	4,406	4,624	4,853
Accounts Payable Specialist I	334	4,001	4,200	4,408	4,626	4,855	5,096
Accounts Payable Specialist II	336	4,204	4,412	4,632	4,861	5,103	5,357
Administrative Secretary	338	4,413	4,633	4,862	5,104	5,358	5,624
Aquatics Program Supervisor	346	5,370	5,637	5,918	6,212	6,520	6,844
Assistant Events Coordinator	331	3,721	3,904	4,098	4,301	4,514	4,737
Assistant Facilities Maintenance Technician	327	3,374	3,541	3,716	3,900	4,094	4,296
Assistant Groundsworker	325	3,213	3,372	3,539	3,714	3,898	4,090
Assistant Maintenance Worker	324	3,136	3,291	3,453	3,624	3,803	3,991
Assistant Recreation Coordinator	335	4,102	4,305	4,519	4,743	4,978	5,225
Assistant Tree Trimmer	325	3,213	3,372	3,539	3,714	3,898	4,090
Bus Driver	330	3,630	3,810	3,998	4,196	4,404	4,623
Business License Specialist I	334	4,001	4,200	4,408	4,626	4,855	5,096
Business License Specialist II	336	4,204	4,412	4,632	4,861	5,103	5,357
Buyer	344	5,115	5,369	5,635	5,915	6,209	6,517
Central Services Clerk	326	3,293	3,456	3,627	3,806	3,995	4,193
Code Enforcement & Collections Officer	345	5,240	5,500	5,773	6,060	6,361	6,677
Code Enforcement Aide	333	3,906	4,099	4,303	4,517	4,741	4,976
Code Enforcement Officer	342	4,869	5,111	5,364	5,631	5,910	6,204
Construction Inspector	339	4,526	4,751	4,987	5,234	5,494	5,766
Coord, Adult Sports I	341	4,752	4,988	5,235	5,495	5,768	6,054
Coord, Adult Sports II	343	4,990	5,237	5,498	5,771	6,058	6,359
Coord, Community Services I	341	4,752	4,988	5,235	5,495	5,768	6,054
Coord, Community Services II	343	4,990	5,237	5,498	5,771	6,058	6,359
Coord, Events	337	4,308	4,521	4,745	4,980	5,227	5,487
Coord, Records Management	339	4,526	4,751	4,987	5,234	5,494	5,766
Coord, Recreation	341	4,752	4,988	5,235	5,495	5,768	6,054
Coord, Recreation Permits I	341	4,752	4,988	5,235	5,495	5,768	6,054
Coord, Recreation Permits II	343	4,990	5,237	5,498	5,771	6,058	6,359
Coord, Seniors Assisted Living I	341	4,752	4,988	5,235	5,495	5,768	6,054
Coord, Seniors Assisted Living II	343	4,990	5,237	5,498	5,771	6,058	6,359
Coord, Seniors Recreation Program I	341	4,752	4,988	5,235	5,495	5,768	6,054
Coord, Seniors Recreation Program II	343	4,990	5,237	5,498	5,771	6,058	6,359
Coord, Seniors Services I	341	4,752	4,988	5,235	5,495	5,768	6,054
Coord, Seniors Services II	343	4,990	5,237	5,498	5,771	6,058	6,359
Coord, Special Needs Recreation I	341	4,752	4,988	5,235	5,495	5,768	6,054
Coord, Special Needs Recreation II	343	4,990	5,237	5,498	5,771	6,058	6,359
Coord, Transportation I	341	4,752	4,988	5,235	5,495	5,768	6,054
Coord, Transportation II	343	4,990	5,237	5,498	5,771	6,058	6,359
Coord, Youth Sports I	341	4,752	4,988	5,235	5,495	5,768	6,054
Coord, Youth Sports II	343	4,990	5,237	5,498	5,771	6,058	6,359
Custodian	325	3,213	3,372	3,539	3,714	3,898	4,090
Division Secretary	335	4,102	4,305	4,519	4,743	4,978	5,225
Division Secretary (Information Technology)	335	4,102	4,305	4,519	4,743	4,978	5,225



Appendix E
City of Carson
Monthly Salary Schedule
AFSCME

Resolution No. 14-100

All Non-Exempt Classifications
Effective June 21, 2014 (2.5% COLA and Professional Development Pay)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Early Childhood Instructor	330	3,630	3,810	3,998	4,196	4,404	4,623
Early Childhood Instructor (CPT)	330	20.75	21.79	22.87	24.02	25.22	26.48
Early Childhood Program Supervisor	346	5,370	5,637	5,918	6,212	6,520	6,844
Electrician	343	4,990	5,237	5,498	5,771	6,058	6,359
Employment & Business Development Asst.	330	3,630	3,810	3,998	4,196	4,404	4,623
Employment Specialist	341	4,752	4,988	5,235	5,495	5,768	6,054
Engineering Technician	340	4,637	4,868	5,109	5,363	5,629	5,909
Equipment Mechanic I	335	4,102	4,305	4,519	4,743	4,978	5,225
Equipment Mechanic II	338	4,413	4,633	4,862	5,104	5,358	5,624
Equipment Service Worker	331	3,721	3,904	4,098	4,301	4,514	4,737
Event Services Worker I	324	3,136	3,291	3,453	3,624	3,803	3,991
Event Services Worker II	326	3,293	3,456	3,627	3,806	3,995	4,193
Event Services Worker III	331	3,721	3,904	4,098	4,301	4,514	4,737
Facilities Maintenance Technician I	329	3,542	3,717	3,901	4,095	4,298	4,510
Facilities Maintenance Technician II	335	4,102	4,305	4,519	4,743	4,978	5,225
Graphic Designer I	335	4,102	4,305	4,519	4,743	4,978	5,225
Graphic Designer II	337	4,308	4,521	4,745	4,980	5,227	5,487
Groundswoker I	327	3,374	3,541	3,716	3,900	4,094	4,296
Groundswoker II	331	3,721	3,904	4,098	4,301	4,514	4,737
Heavy Equipment Operator	337	4,308	4,521	4,745	4,980	5,227	5,487
HVAC Technician	345	5,240	5,500	5,773	6,060	6,361	6,677
Irrigation Technician	335	4,102	4,305	4,519	4,743	4,978	5,225
Kids Club Site Director	330	3,630	3,810	3,998	4,196	4,404	4,623
Lead Facilities Maintenance Technician	338	4,413	4,633	4,862	5,104	5,358	5,624
Locksmith	338	4,413	4,633	4,862	5,104	5,358	5,624
Maintenance Worker I	326	3,293	3,456	3,627	3,806	3,995	4,193
Maintenance Worker II	331	3,721	3,904	4,098	4,301	4,514	4,737
Office Clerk	322	2,986	3,133	3,287	3,450	3,620	3,800
Offset Press Operator	330	3,630	3,810	3,998	4,196	4,404	4,623
Painter	338	4,413	4,633	4,862	5,104	5,358	5,624
Payroll Specialist I	334	4,001	4,200	4,408	4,626	4,855	5,096
Payroll Specialist II	336	4,204	4,412	4,632	4,861	5,103	5,357
Planning Secretary	337	4,308	4,521	4,745	4,980	5,227	5,487
Planning Technician I	339	4,526	4,751	4,987	5,234	5,494	5,766
Planning Technician II	341	4,752	4,988	5,235	5,495	5,768	6,054
Plumber	340	4,637	4,868	5,109	5,363	5,629	5,909
Pool Maintenance Specialist	337	4,308	4,521	4,745	4,980	5,227	5,487
Purchasing Specialist I	334	4,001	4,200	4,408	4,626	4,855	5,096
Purchasing Specialist II	336	4,204	4,412	4,632	4,861	5,103	5,357
Recreation Center Supervisor I	343	4,990	5,237	5,498	5,771	6,058	6,359
Recreation Center Supervisor II	346	5,370	5,637	5,918	6,212	6,520	6,844
Recreation Program Supervisor	346	5,370	5,637	5,918	6,212	6,520	6,844
Resource Center Technician	335	4,102	4,305	4,519	4,743	4,978	5,225
Revenue Inspector	343	4,990	5,237	5,498	5,771	6,058	6,359



Appendix E
City of Carson
Monthly Salary Schedule
AFSCME
All Non-Exempt Classifications
Effective June 21, 2014 (2.5% COLA and Professional Development Pay)

Resolution No. 14-100

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Senior Account Clerk I	334	4,001	4,200	4,408	4,626	4,855	5,096
Senior Account Clerk II	336	4,204	4,412	4,632	4,861	5,103	5,357
Senior Bus Driver	332	3,810	3,999	4,197	4,406	4,624	4,853
Senior Bus Driver (CPT)	332	21.79	22.88	24.02	25.22	26.48	27.81
Senior Clerk	330	3,630	3,810	3,998	4,196	4,404	4,623
Senior Code Compliance Specialist	346	5,370	5,637	5,918	6,212	6,520	6,844
Senior Construction Inspector	345	5,240	5,500	5,773	6,060	6,361	6,677
Senior Custodian	328	3,455	3,626	3,805	3,994	4,192	4,400
Senior Equipment Mechanic	341	4,752	4,988	5,235	5,495	5,768	6,054
Senior Groundswoker	334	4,001	4,200	4,408	4,626	4,855	5,096
Senior Maintenance Worker I	339	4,526	4,751	4,987	5,234	5,494	5,766
Senior Maintenance Worker II	341	4,752	4,988	5,235	5,495	5,768	6,054
Senior Offset Press Operator	334	4,001	4,200	4,408	4,626	4,855	5,096
Senior Rec Center Supervisor	349	5,780	6,067	6,369	6,685	7,018	7,367
Senior Storekeeper	334	4,001	4,200	4,408	4,626	4,855	5,096
Senior Tree Trimmer	340	4,637	4,868	5,109	5,363	5,629	5,909
Storekeeper	330	3,630	3,810	3,998	4,196	4,404	4,623
Tree Trimmer I	327	3,374	3,541	3,716	3,900	4,094	4,296
Tree Trimmer II	333	3,906	4,099	4,303	4,517	4,741	4,976
Typist Clerk I	324	3,136	3,291	3,453	3,624	3,803	3,991
Typist Clerk II	326	3,293	3,456	3,627	3,806	3,995	4,193
Youth Services Officer	341	4,752	4,988	5,235	5,495	5,768	6,054



Appendix F
City of Carson
Monthly Salary Schedule
AFSCME
All Non-Exempt Classifications
Effective June 20, 2015 (2.5% COLA)

Resolution No. 14-100

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Account Clerk	332	3,905	4,099	4,302	4,516	4,739	4,975
Accounts Payable Specialist I	334	4,101	4,305	4,518	4,742	4,977	5,223
Accounts Payable Specialist II	336	4,309	4,523	4,747	4,983	5,230	5,491
Administrative Secretary	338	4,524	4,749	4,984	5,231	5,492	5,765
Aquatics Program Supervisor	346	5,504	5,778	6,066	6,367	6,683	7,016
Assistant Events Coordinator	331	3,814	4,002	4,201	4,408	4,626	4,856
Assistant Facilities Maintenance Technician	327	3,459	3,630	3,809	3,997	4,196	4,404
Assistant Groundswoker	325	3,293	3,456	3,628	3,807	3,995	4,193
Assistant Maintenance Worker	324	3,214	3,373	3,540	3,714	3,898	4,091
Assistant Recreation Coordinator	335	4,204	4,413	4,632	4,862	5,102	5,356
Assistant Tree Trimmer	325	3,293	3,456	3,628	3,807	3,995	4,193
Bus Driver	330	3,721	3,905	4,098	4,301	4,515	4,738
Business License Specialist I	334	4,101	4,305	4,518	4,742	4,977	5,223
Business License Specialist II	336	4,309	4,523	4,747	4,983	5,230	5,491
Buyer	344	5,243	5,503	5,776	6,062	6,364	6,680
Central Services Clerk	326	3,375	3,542	3,718	3,902	4,095	4,298
Code Enforcement & Collections Officer	345	5,371	5,638	5,917	6,212	6,520	6,844
Code Enforcement Aide	333	4,003	4,202	4,411	4,630	4,859	5,100
Code Enforcement Officer	342	4,991	5,238	5,499	5,771	6,058	6,359
Construction Inspector	339	4,639	4,870	5,112	5,365	5,631	5,911
Coord, Adult Sports I	341	4,871	5,113	5,366	5,632	5,912	6,205
Coord, Adult Sports II	343	5,115	5,368	5,636	5,915	6,210	6,518
Coord, Community Services I	341	4,871	5,113	5,366	5,632	5,912	6,205
Coord, Community Services II	343	5,115	5,368	5,636	5,915	6,210	6,518
Coord, Events	337	4,415	4,634	4,864	5,105	5,358	5,624
Coord, Records Management	339	4,639	4,870	5,112	5,365	5,631	5,911
Coord, Recreation	341	4,871	5,113	5,366	5,632	5,912	6,205
Coord, Recreation Permits I	341	4,871	5,113	5,366	5,632	5,912	6,205
Coord, Recreation Permits II	343	5,115	5,368	5,636	5,915	6,210	6,518
Coord, Seniors Assisted Living I	341	4,871	5,113	5,366	5,632	5,912	6,205
Coord, Seniors Assisted Living II	343	5,115	5,368	5,636	5,915	6,210	6,518
Coord, Seniors Recreation Program I	341	4,871	5,113	5,366	5,632	5,912	6,205
Coord, Seniors Recreation Program II	343	5,115	5,368	5,636	5,915	6,210	6,518
Coord, Seniors Services I	341	4,871	5,113	5,366	5,632	5,912	6,205
Coord, Seniors Services II	343	5,115	5,368	5,636	5,915	6,210	6,518
Coord, Special Needs Recreation I	341	4,871	5,113	5,366	5,632	5,912	6,205
Coord, Special Needs Recreation II	343	5,115	5,368	5,636	5,915	6,210	6,518
Coord, Transportation I	341	4,871	5,113	5,366	5,632	5,912	6,205
Coord, Transportation II	343	5,115	5,368	5,636	5,915	6,210	6,518
Coord, Youth Sports I	341	4,871	5,113	5,366	5,632	5,912	6,205
Coord, Youth Sports II	343	5,115	5,368	5,636	5,915	6,210	6,518
Custodian	325	3,293	3,456	3,628	3,807	3,995	4,193
Division Secretary	335	4,204	4,413	4,632	4,862	5,102	5,356
Division Secretary (Information Technology)	335	4,204	4,413	4,632	4,862	5,102	5,356



Appendix F
City of Carson
Monthly Salary Schedule
AFSCME
All Non-Exempt Classifications
Effective June 20, 2015 (2.5% COLA)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Early Childhood Instructor	330	3,721	3,905	4,098	4,301	4,515	4,738
Early Childhood Instructor (CPT)	330	21.27	22.33	23.44	24.62	25.85	27.14
Early Childhood Program Supervisor	346	5,504	5,778	6,066	6,367	6,683	7,016
Electrician	343	5,115	5,368	5,636	5,915	6,210	6,518
Employment & Business Development Asst.	330	3,721	3,905	4,098	4,301	4,515	4,738
Employment Specialist	341	4,871	5,113	5,366	5,632	5,912	6,205
Engineering Technician	340	4,753	4,989	5,237	5,497	5,770	6,057
Equipment Mechanic I	335	4,204	4,413	4,632	4,862	5,102	5,356
Equipment Mechanic II	338	4,524	4,749	4,984	5,231	5,492	5,765
Equipment Service Worker	331	3,814	4,002	4,201	4,408	4,626	4,856
Event Services Worker I	324	3,214	3,373	3,540	3,714	3,898	4,091
Event Services Worker II	326	3,375	3,542	3,718	3,902	4,095	4,298
Event Services Worker III	331	3,814	4,002	4,201	4,408	4,626	4,856
Facilities Maintenance Technician I	329	3,631	3,810	3,999	4,197	4,405	4,623
Facilities Maintenance Technician II	335	4,204	4,413	4,632	4,862	5,102	5,356
Graphic Designer I	335	4,204	4,413	4,632	4,862	5,102	5,356
Graphic Designer II	337	4,415	4,634	4,864	5,105	5,358	5,624
Groundswoker I	327	3,459	3,630	3,809	3,997	4,196	4,404
Groundswoker II	331	3,814	4,002	4,201	4,408	4,626	4,856
Heavy Equipment Operator	337	4,415	4,634	4,864	5,105	5,358	5,624
HVAC Technician	345	5,371	5,638	5,917	6,212	6,520	6,844
Irrigation Technician	335	4,204	4,413	4,632	4,862	5,102	5,356
Kids Club Site Director	330	3,721	3,905	4,098	4,301	4,515	4,738
Lead Facilities Maintenance Technician	338	4,524	4,749	4,984	5,231	5,492	5,765
Locksmith	338	4,524	4,749	4,984	5,231	5,492	5,765
Maintenance Worker I	326	3,375	3,542	3,718	3,902	4,095	4,298
Maintenance Worker II	331	3,814	4,002	4,201	4,408	4,626	4,856
Office Clerk	322	3,060	3,211	3,370	3,536	3,711	3,895
Offset Press Operator	330	3,721	3,905	4,098	4,301	4,515	4,738
Painter	338	4,524	4,749	4,984	5,231	5,492	5,765
Payroll Specialist I	334	4,101	4,305	4,518	4,742	4,977	5,223
Payroll Specialist II	336	4,309	4,523	4,747	4,983	5,230	5,491
Planning Secretary	337	4,415	4,634	4,864	5,105	5,358	5,624
Planning Technician I	339	4,639	4,870	5,112	5,365	5,631	5,911
Planning Technician II	341	4,871	5,113	5,366	5,632	5,912	6,205
Plumber	340	4,753	4,989	5,237	5,497	5,770	6,057
Pool Maintenance Specialist	337	4,415	4,634	4,864	5,105	5,358	5,624
Purchasing Specialist I	334	4,101	4,305	4,518	4,742	4,977	5,223
Purchasing Specialist II	336	4,309	4,523	4,747	4,983	5,230	5,491
Recreation Center Supervisor I	343	5,115	5,368	5,636	5,915	6,210	6,518
Recreation Center Supervisor II	346	5,504	5,778	6,066	6,367	6,683	7,016
Recreation Program Supervisor	346	5,504	5,778	6,066	6,367	6,683	7,016
Resource Center Technician	335	4,204	4,413	4,632	4,862	5,102	5,356
Revenue Inspector	343	5,115	5,368	5,636	5,915	6,210	6,518



Appendix F
City of Carson
Monthly Salary Schedule
AFSCME
All Non-Exempt Classifications
Effective June 20, 2015 (2.5% COLA)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Senior Account Clerk I	334	4,101	4,305	4,518	4,742	4,977	5,223
Senior Account Clerk II	336	4,309	4,523	4,747	4,983	5,230	5,491
Senior Bus Driver	332	3,905	4,099	4,302	4,516	4,739	4,975
Senior Bus Driver (CPT)	322	22.33	23.45	24.62	25.86	27.15	28.50
Senior Clerk	330	3,721	3,905	4,098	4,301	4,515	4,738
Senior Code Compliance Specialist	346	5,504	5,778	6,066	6,367	6,683	7,016
Senior Construction Inspector	345	5,371	5,638	5,917	6,212	6,520	6,844
Senior Custodian	328	3,541	3,717	3,900	4,093	4,297	4,510
Senior Equipment Mechanic	341	4,871	5,113	5,366	5,632	5,912	6,205
Senior Groundswoker	334	4,101	4,305	4,518	4,742	4,977	5,223
Senior Maintenance Worker I	339	4,639	4,870	5,112	5,365	5,631	5,911
Senior Maintenance Worker II	341	4,871	5,113	5,366	5,632	5,912	6,205
Senior Offset Press Operator	334	4,101	4,305	4,518	4,742	4,977	5,223
Senior Rec Center Supervisor	349	5,924	6,219	6,528	6,852	7,194	7,551
Senior Storekeeper	334	4,101	4,305	4,518	4,742	4,977	5,223
Senior Tree Trimmer	340	4,753	4,989	5,237	5,497	5,770	6,057
Storekeeper	330	3,721	3,905	4,098	4,301	4,515	4,738
Tree Trimmer I	327	3,459	3,630	3,809	3,997	4,196	4,404
Tree Trimmer II	333	4,003	4,202	4,411	4,630	4,859	5,100
Typist Clerk I	324	3,214	3,373	3,540	3,714	3,898	4,091
Typist Clerk II	326	3,375	3,542	3,718	3,902	4,095	4,298
Youth Services Officer	341	4,871	5,113	5,366	5,632	5,912	6,205



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CARSON

AND

**THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION,
(CPSA) REPRESENTING THE PROFESSIONAL EMPLOYEES
BARGAINING UNIT AND THE SUPERVISORY EMPLOYEES
BARGAINING UNIT OF THE CITY OF CARSON,**

AND

**THE ASSOCIATION OF MANAGEMENT EMPLOYEES (AME)
REPRESENTING THE MANAGEMENT EMPLOYEE BARGAINING
UNIT OF THE CITY OF CARSON**

JULY 1, 2013– JUNE 30, 2015

RESOLUTION NO. 14-101

(RESCINDS AND REPLACES RESOLUTION NO. 14-015)

APPROVED OCTOBER 21, 2014

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ARTICLE I RECOGNITION

The City of Carson (hereinafter the "City") recognizes the Professional and Supervisors Association (CPSA) and the Association of Management Employees (AME) (hereinafter the "Association") as the sole exclusive bargaining agents for those City employees designated as being in the Professional and Supervisors Association (CPSA), and the Association of Management Employees (AME) bargaining units (hereinafter "Unit") for all matters concerning wages, hours and working conditions. The classifications contained in this Unit are set forth in Appendix A, B and C.

It is agreed that this Memorandum of Understanding (hereinafter the "MOU") was negotiated pursuant to Chapter 10 (Section 3500 et. seq.) of Division 4, Title 1 of the Government Code, and pursuant to City Resolution No. 85-107, adopting a revised Employer-Employee Relations Resolution (hereinafter the "EERR"). The Association recognizes the City Manager, his/her designee and/or the City's Employee Relations Officer as the exclusive representatives of the City for purposes of negotiating this MOU.

ARTICLE II DEFINITION OF TERMS

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

SECTION 1. ACTING DUTY:

On a temporary basis, the performance by Unit members 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. DAY:

A calendar day, unless otherwise designated.

SECTION 4. DEPARTMENT:

Any one of the five organizational departments of the City's organizational structure managed by a Director or the City Manager.

SECTION 5. DIRECTOR:

An individual assigned to any of the following classifications: Director of Administrative Services, Director of Public Works/City Engineer, Director of Community Development, or Director of Community Services and any other Director position created during the terms of this MOU.

ARTICLE II

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. EMPLOYEE:

An individual compensated through the City payroll and appointed to a City classification.

SECTION 8. 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 9. 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 10. LEAVE:

An absence from work.

SECTION 11. MANAGEMENT:

An employee in any classification designated by the City Manager as managerial.

SECTION 12. MANAGER:

For the purposes of this Memorandum of Understanding, a manager shall include those classifications listed in Appendix C of this document.

SECTION 13. PAY PERIOD:

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

SECTION 14. POSITION:

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

ARTICLE II

SECTION 15. 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 16. PROFESSIONAL EMPLOYEE:

For the purposes of this MOU, professional employee means employees in those positions found in Appendix A of this document.

SECTION 17. SENIORITY:

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

SECTION 18. SUPERVISOR:

For the purposes of this Memorandum of Understanding, a supervisor shall include those classifications listed in Appendix B of this document.

SECTION 19. TENURE:

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

SECTION 20. UNIT MEMBER:

An individual compensated through the City payroll, appointed to a City classification and designated to be within this Unit for labor bargaining purposes.

SECTION 21. WESTERN CONTINENTAL UNITED STATES:

The Western Continental United States shall be defined as west of the Continental Divide.

SECTION 22. WORKDAY:

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

SECTION 23. 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 concludes at 12:00 a.m. on the following Friday

SECTION 24. WORK SCHEDULE:

A full-time work schedule is a 40 hour per workweek schedule consisting of:

ARTICLE II

- 21.1 Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or
- 21.2 Ten (10) hours in a workday for four (4) consecutive workdays within a workweek.
- 21.3 Other work schedules necessary to better meet the needs or requirements of the position or the Unit members shall be permitted at the discretion of the Director of the Unit member's Department. For example, nine (9) hours in a workday for four (4) consecutive workdays followed by a four (4) hour workday on the fifth consecutive workday shall be considered an acceptable workweek.

ARTICLE III COMPENSATION

SECTION 1. SALARY:

- 1.1 FY 2013/14: On or before April 17, 2014, the City shall pay a one-time lump sum amount to eligible Unit members in the amount of four percent (4%) of the member's annual base salary after the six percent (6%) salary adjustment. Unit members that are on an approved leave of absence are eligible to receive the settlement payment. Unit members that left employment with the City prior to City Council's approval of this Memorandum of Understanding are not eligible to receive this one-time lump sum payment. The Lump sum payment shall be reported to CalPERS.
 - 1.2 6% increase to Unit members' prevailing pay rate in exchange for the elimination of all Employer Paid Member Contributions (EPMC), effective the pay period beginning March 15, 2014.
 - 1.3 FY 2014/15: 2.5% COLA effective June 21, 2014, contingent upon Unit members being current with the completion of performance evaluations for subordinate employees. Individual Unit members that as of June 21, 2014, are not current with the completion of performance evaluations for subordinate employees will not receive the 2.5% COLA as of June 21, 2014, 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.
 - 1.4 The City shall 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. This survey shall be for information purposes only for developing proposals for a successor MOU for FY 2015/16 and beyond. Coalition proposes agreement to meet and confer over process for city-wide salary and benefit study and to negotiate over parameters and implementation (i.e. comparable cities, benchmark positions, career families, y-rating).
- (APPLIES TO SUPERVISORS ONLY)**
- 1.5 Classifications within the Supervisory Employees Bargaining Unit, shall be assigned a salary range that is at least fifteen percent (15%) higher at Step F than Step F of the salary range of their highest paid subordinate classification.

ARTICLE III

SECTION 2. LONGEVITY PAY:

- 2.1 The City agrees to continue to pay Unit members 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 Unit members 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 Unit members 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. SHIFT DIFFERENTIAL: (APPLIES TO CPSA ONLY)

- 3.1 Non-exempt Unit members scheduled to work during the first shift from 6:30 a.m. to 6:30 p.m. shall not be paid shift differential pay for any hours worked.
- 3.2 Non-exempt Unit members scheduled to work during the second shift shall receive shift differential pay calculated as a five percent (5%) increase in the Unit member's prevailing pay rate for any hours worked from 2:00 p.m. to 11:00 p.m.
- 3.3 Non-exempt Unit members scheduled to work during the third shift shall receive shift differential pay calculated as a ten percent (10%) increase in the Unit member's prevailing pay rate for any hours worked from 11:00 p.m. to 7:00 a.m.
- 3.4 The City shall be able to establish schedules for the first, second, and third shifts in accordance with the City's operational requirements. Assignment to 9/80 or 4/40 shifts shall not require payment of shift differentials unless the majority of the hours worked fall within the hours shown in 3.2 or 3.3 above.

SECTION 4. ACTING DUTY PAY:

- 4.1 The City Manager, or his/her designee, may appoint a Unit member 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 4.2 through 4.18 below.
- 4.2 A Unit member 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 Unit members 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.
- 4.3 An acting duty appointment may be effective for a period of up to thirty (30) days, except for special circumstances as defined by the City Manager, or his/her designee. The City Manager, or his/her designee, may extend an acting duty appointment, at their sole



ARTICLE III

discretion. Special circumstances include, but are not limited to, needing required licenses, certificates, or degrees, or needing certain training or abilities.

- 4.4 A Unit Member 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 Unit member's prevailing pay rate.
- 4.5 A Unit Member appointed to acting duty status shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.
- 4.6 While serving in acting duty status a Unit member shall continue to receive any pay adjustments, advancements and fringe benefit increases granted to the Unit Member's regular classification. These adjustments or advancements may cause a Unit member's acting duty pay rate to increase correspondingly, if still under the maximum acting pay rate noted in this section 4.5 of Article III.
- 4.7 A Unit Member appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least one scheduled work week (40 consecutive work hours).
- 4.8 A Unit member has the right to refuse or discontinue any acting duty assignment with 72-hours written notice to the Unit member's Director with a "cc" copy to the Human Resources Department Head.
- 4.9 A Unit member may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.
- 4.10 A Unit member may be appointed to an acting duty assignment while serving in their initial probationary period in the City service, at the discretion of the City Manager, or his/her designee.
- 4.11 Unit members that are appointed to acting duty in positions that are FLSA exempt from overtime, will not be subject to those provisions provided by the FLSA and will receive overtime compensation.
- 4.12 A Unit member 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.
- 4.13 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 Unit member.
- 4.14 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 Unit members, within the respective division, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 3) from a list of Unit members, within the

ARTICLE III

respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 4) from a list of Unit members, 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 Unit member will be placed at the bottom of the acting rotation list. For a Unit member 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. Unit members may submit a statement of exception to the City Manager, or his/her designee, if the rotation of acting duty appointments as stated within this subsection is not followed.

- 4.15 A Unit member on an acting duty rotation list may only be by-passed by receipt of written memorandum from the Unit member's Director to the Unit member 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 Unit member 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. A Unit member may not be removed from an acting duty eligibility list without their written permission.
- 4.16 When a Unit member 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.
- 4.17 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 Human Resources Department Head prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.
- 4.18 Although Unit members 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.

(APPLIES TO AME ONLY)

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

SECTION 5. SALARY ADVANCEMENT:

- 5.1 Advancement shall mean a pay rate increase given to a Unit member contingent upon merit and performance, within the pay range established for the Unit member's classification. A

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Unit member'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"), Unit members 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 month in Step E

- 5.3 If a Unit member's performance evaluation has not been completed, discussed with the Unit member 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 of a Director, may grant an accelerated merit pay 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 receiving an "outstanding" rating on his/her most recent performance evaluation, such performance evaluation which is current.
- 5.5 The City shall retain its flexibility to hire employees with exceptional skills or qualifications at a pay rate above Step A.

SECTION 6. ALLOWANCE FOR MILEAGE:

- 6.1 The City shall reimburse Unit members for use of their personal automobile for official City business at the current IRS rate as adjusted from time to time, plus any parking fees or tolls associated with City business.
- 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. ALLOWANCE FOR UNIFORMS:

The City shall, in its sole discretion, determine eligibility standards for uniforms.



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SECTION 8. ALLOWANCE FOR SAFETY SHOES: (APPLIES TO CPSA ONLY)

Unit members including, but not limited to, the Building Maintenance Supervisor, Code Enforcement Supervisor, Construction Inspection Supervisor, Custodial Supervisor, Parks Maintenance Supervisor, Public Works Maintenance Supervisor, Public Works Maintenance-Tree Maintenance Supervisor, Warehouse Supervisor, Public Works Program Administrator, and Emergency Preparedness Analyst shall receive a safety shoe allowance of one hundred seventy-five (\$175) each fiscal year and will be solely responsible to ensure safety shoes are purchased on a timely basis and worn daily during the course of work.

SECTION 9. COMPENSATION FOR HOME TELEPHONE CALLS:

- 9.1 Non-exempt Unit members receiving or initiating work-related telephone calls at home as part of their regular duties 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, the compensation will be rounded up to the next one-half ($\frac{1}{2}$) hour increment.
- 9.2 Evidence of said telephone calls shall be provided by the Unit member's telephone bill and shall include a statement from the person making such call indicating the date, time, and purpose of the telephone call.

SECTION 10. OVERTIME COMPENSATION: (APPLIES TO CPSA ONLY)

Except for exempt Unit members, the City shall provide Unit members with overtime compensation subject to the Fair Labor Standards Act and the following conditions:

- 10.1 Unit members shall receive either pay, calculated at one and one-half ($1\frac{1}{2}$) times their prevailing pay rate, or compensatory leave credited at one and one-half ($1\frac{1}{2}$) hours, for each hour of overtime worked. Directors shall have the exclusive authority to schedule and authorize overtime work and the City shall not compensate Unit members for unauthorized overtime work. The choice between overtime pay or compensatory time will generally be allowed to be made at the discretion of the Unit member unless, with reasonable notice, the City determines that the Unit member must receive compensatory time, or unless not otherwise allowed by the Fair Labor Standards Act, as determined by the City.
- 10.2 Except as otherwise provided, overtime work shall be:
 - a. Work performed in excess of forty (40) hours in a workweek.
 - b. Work performed on the first, second or third scheduled days of rest.
- 10.3 For purposes of determining a Unit member's eligibility for overtime compensation only, authorized paid leave shall be considered as hours of work.
- 10.4 The first quarter hour of the first overtime hour shall not be considered overtime work unless the Unit member works more than a quarter hour of overtime.
- 10.5 When the City Manager or a Director decides that an emergency exists and requires that Unit members work more than four (4) hours between midnight and 8:00 a.m., such Unit

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member shall receive, at the discretion of the City Manager or Director, either overtime pay calculated at two and one-half ($2\frac{1}{2}$) times their prevailing pay rate, or compensatory leave, credited at two and one-half ($2\frac{1}{2}$) hours, for each hour of emergency work. When the City Manager or Director requires that a Unit member work more than eight (8) hours during an emergency, such Unit members shall not return to work for at least eight (8) hours following the completion of their emergency work. This section does not apply to hours worked between midnight and 8:00 a.m. if the hours worked are due to a schedule change during a declared state of emergency lasting more than twenty-four (24) hours.

- 10.6 Unit members called in to work at a time other than their scheduled shift shall receive overtime compensation for a minimum of three (3) hours regardless of the number of hours actually worked, except that if a Unit member does not report for work within sixty (60) minutes after being called in, such Unit member shall not be entitled to the three (3) hour minimum compensation, but shall be compensated only for the time actually worked.
- 10.7 When in a declared state of emergency it becomes necessary to schedule Unit members on twelve (12) hour shifts, they shall receive either pay, calculated at one and one-half ($1\frac{1}{2}$) times their prevailing pay rate, or compensatory leave, credited at one and one-half ($1\frac{1}{2}$) hours for each hour of work performed.
- 10.8 Unit members shall not be required to shift working hours to avoid receiving overtime or compensatory leave, except as it relates to voluntary attendance at conferences, conventions, or other training classes or workshops.
- 10.9 Overtime for hours in excess of eight (8) or ten (10) hours in a day shall be paid to all Unit members, including exempt Unit members, who incur overtime hours related to the absentee voter process during the conduct of municipal elections, provided that the City may submit claims to the State Controller's Office for reimbursement of costs incurred for state-mandated cost programs.

SECTION 11. COMPENSATED OVERTIME: (APPLIES TO AME ONLY)

Overtime for hours in excess of eight (8) or ten (10) hours in a day shall be paid to all AME Unit members, including exempt Unit members, who incur overtime hours related to the absentee voter process during the conduct of municipal elections, provided that the City may submit claims to the State Controller's Office for reimbursement of costs incurred for state-mandated cost programs.

SECTION 12. COURT SUMMONS/SUBPOENA/JURY DUTY:

12.1 Summons and Subpoenas.

- a. Any Unit member summoned to provide testimony on behalf of the City, or as a result of the performance of the course and scope of the Unit member's duties, or at the direction of the City Manager, City Attorney or any Director, 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, shall be paid their prevailing pay rate during such court service. To the extent that the Unit member is called by someone other than the City, the Unit member shall make the necessary arrangements to be on call for testimony.

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Unit members that are to be called as witnesses at the proceedings listed above shall make arrangements to be placed "on call" with at least two-hour notice of the need for their attendance.

- b. Any Unit member appearing to provide testimony on behalf of himself/herself, 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, shall be required to use approved accrued leave time, or shall take time off as approved leave without pay.
- c. Unless the absence due to a court appearance severally interferes with department operations, the Director will not unreasonably deny requests for approved leave for the purposes described in "b" above.

12.2 Jury Duty.

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

SECTION 13. HOLIDAY COMPENSATION: (APPLIES TO CPSA ONLY)

Non-exempt Unit members required to work on a holiday shall receive, at the discretion of their Director, either pay, calculated at two and one-half (2½) times their prevailing pay rate, or compensatory leave, credited at two and one-half (2½) hours, for each hour worked.

SECTION 14. BILINGUAL USAGE PAY:

- 14.1 The Human Resources Department Head may authorize compensation to a Unit member for using bilingual skills during the course of work upon receipt of a written justification from the Unit member's Director.
- 14.2 Unit members required to use bilingual skills during the course of work may petition for bilingual usage pay by submitting written justification, approved by the Unit member's Director, to the Human Resources Department Head.
- 14.3 Bilingual usage pay shall be fifty dollars (\$50.00) per month.
- 14.4 The City may, at its discretion, test Unit members for proficiency in a second language in order for such Unit members to receive bilingual usage pay.
- 14.5 No Unit member may qualify for more than one "second" language or more than one bilingual usage pay at any given time.

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SECTION 15. ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE:

The City agrees to provide Unit members with professional development pay, payable in the first quarter of the fiscal year, as an allowance towards expenditures for professional development in the following amounts:

Professional and Supervisory Unit Members – six hundred dollars (\$600.00)

Management Unit Members – six hundred-fifty dollars (\$650.00)

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 Unit member and promote the best interests of the City.

SECTION 16. PAYCHECK DISTRIBUTION:

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

SECTION 17. OVERPAYMENT REMEDY:

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

SECTION 18. ATTAINMENT OF PROFESSIONAL ENGINEER REGISTRATION:

Unit members in the Civil Engineering Assistant classification who attain registration as a California Professional Engineer shall be promoted to Associate Civil Engineer. A Unit member appointed to Associate Civil Engineer shall be paid at a rate that provides at least a five percent

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(5%) increase. Such appointment shall require completion of a six (6) month probationary period and verification of registration as a Professional Engineer.

SECTION 19. REDEMPTION OF ACCUMULATED LEAVE:

Unit members covered by this MOU 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:

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

SECTION 20. SICK LEAVE INCENTIVE PLAN:

- 20.1 Each eligible Unit member 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. At the Unit member's election, the payment for unused sick leave may be converted to equivalent annual leave.
- 20.2 The Unit member 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.
- 20.3 When a Unit member elects to receive payment in cash or annual leave, such Unit member'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.
- 20.4 To be eligible for this provision, a Unit member must have been a full-time regular Unit member for two full years prior to the calendar year during which the sick leave to be so converted is earned. The Unit member 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 21. SICK LEAVE BANK:

In accordance with the Person to Person Leave Donation Standard Management Procedure (SMP), Unit members may donate up to 25% of any combination of their accrued leave hours, provided the donation leaves the Unit member 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

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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 Unit members.

SECTION 22. CLASS A/B LICENSE PAY: (APPLIES TO SUPERVISORS ONLY)

- 22.1 The City agrees to pay Unit members who are required to possess and use a Class A or B California Driver's License during the course of employment, 5% of their prevailing pay rate per month, effective July 1, 2002. To qualify for such compensation, the Class A or B driver's license must be required to perform the duties of a Unit member's assigned classification.
- 22.2 Unit members required to operate vehicles that require the possession of a Class A or B driver's license shall be enrolled in the City's Federally mandated random drug testing program.
- 22.3 License fee for Class A and B driver's licenses shall be paid by the City.
- 22.4 The City shall pay the cost of the medical exam of those Unit members that possess a Class A and B Driver's License, if the Class A and B Driver's License is not a requirement of the job, but the Unit member is using it to perform work-related duties.

SECTION 23. SPECIAL COMPENSATION FOR CERTIFICATES/LICENSES: (APPLIES TO SUPERVISORS ONLY)

- 23.1 The Human Resources Department Head may authorize 5% additional compensation to Unit members who possess specialized licenses or certifications that are not required of their classification but are recognized and used by the City to provide needed services.
- 23.2 In order for the Unit member to qualify for the Special Compensation, the department will provide Human Resources with a written justification for the use of a Unit member's licenses or certifications in providing City services.
- 23.3 Unit members receiving special compensation shall submit copies of current valid licenses or certifications to Human Resources for verification and inclusion in their personnel files.

SECTION 24. SERVICE ORGANIZATION MEMBERSHIP: (APPLIES TO AME ONLY)

The City will pay up to one hundred fifty dollars (\$150.00) per fiscal year for membership in one Carson-based service organization for management Unit members.

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SECTION 1. ANNUAL LEAVE:

The City shall provide Unit members 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 Manager or the Unit member's Director has the exclusive authority to approve the use of annual leave. Unless the Unit member's use of annual leave interferes with work group operations, the City Manager or Director shall permit annual leave to be used at the Unit member's discretion.
- 1.3 Unit members 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 Unit members shall not be credited with annual leave for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
- 1.5 Unit members may use annual leave only after completing their initial six (6) months of service. Unit members shall not use less than one (1) hour of annual leave at any time.
- 1.6 Effective January 1, 2006, Unit members shall not accrue more than five hundred (500) hours of annual leave.

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- 1.7 When a Unit member separates from the City service they shall be compensated for any accrued annual leave, calculated using the Unit member'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 Unit members with sick leave subject to the following conditions:

- 2.1 Unit members 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. Unit members shall not be credited with sick leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.
- 2.2 Unit members failing to satisfactorily complete their probationary period or who resign during their probation period must reimburse the City for utilized sick leave. Sick leave may not be used in increments of less than one-half hour. Unit members may use accrued sick leave only after completing their initial one (1) month of service.
- 2.3 Unit members may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. The maximum amount of sick leave shall remain seven hundred sixty (760) hours for cash-out upon separation from the City.
- 2.4 Unit members may not use sick leave at their discretion, but only in cases of actual sickness, illness, injury or quarantine of the Unit member or actual sickness, illness, injury or quarantine of the Unit member's immediate family, or for bereavement. 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 Unit member or his/her immediate family. Unit members 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).
- 2.5 When a Unit member wishes to use accrued sick leave, the Unit member shall notify their Director, or his/her 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 the Unit member is incapacitated and physically unable to provide the required notification. Unit members on sick leave shall regularly inform the General Manager, or his/her designee, of their physical condition.
- 2.6 When a Unit member uses sick leave, the Unit member shall complete and submit a signed leave request form. When a Unit member uses sick leave in excess of three (3) consecutive working days, and there is a pattern of absenteeism, the City may require the Unit member to present upon return to work, a medical certification signed by a physician or licensed medical practitioner verifying the need for such sick leave.



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- 2.7 CPSA Unit members shall be paid one-half ($\frac{1}{2}$) the value of accrued sick leave up to seven hundred sixty (760) hours, using the Unit member's prevailing pay rate, plus longevity pay upon termination from the City during the duration of this MOU. 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, AME Unit members shall be compensated for one-half ($\frac{1}{2}$) the value of accrued sick leave, provided the Unit member 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 the Unit member's prevailing pay rate, plus longevity pay, on the date of the Unit member's separation from City service. A rejected probationary Unit member shall not be paid for any accrued sick leave.
- 2.9 The Unit member's Director may only approve the use of other leaves in lieu of sick leave when a Unit member has no sick leave available and the need for such leave is due to a catastrophic illness or injury to the Unit member or his/her immediate family.

SECTION 3. SICK LEAVE CREDIT: (APPLIES TO AME ONLY)

The City agrees to provide to new management Unit members hired into a position represented by the Association with thirty (30) days of sick leave upon initial appointment. Said sick leave credit shall be considered to be given on a loan basis to be repaid to the City if the Unit member uses more sick leave than would have been earned as of the date the Unit member leaves the service of the City.

SECTION 4. COMPENSATORY LEAVE:

The City shall provide Unit members not exempt from the provisions of the Fair Labor Standards Act with compensatory leave subject to the following conditions:

- 4.1 Unit members shall not use less than one (1) hour of compensatory leave at any time.
- 4.2 Unit members may accrue a maximum of eighty (80) hours of compensatory leave.
- 4.3 When a Unit member separates from the City service for any reason, the Unit member shall be compensated for any accrued compensatory leave calculated using the Unit member'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 Director. The Director shall permit compensatory leave to be used at the discretion of the Unit member, unless the Director determines, in his/her sole discretion, that the Unit member's use of compensatory leave on the date and/or times requested interferes with work group operations.

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SECTION 5. ADMINISTRATIVE LEAVE:

The City shall provide exempt Unit members 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 Unit members who are designated exempt shall be credited with ten (10) hours of administrative leave per month. Exempt Unit members may accrue a maximum of one hundred sixty (160) hours of administrative leave.
- 5.2 Use of administrative leave shall require the prior written approval of the Director. The Director shall permit administrative leave to be used at the discretion of the Unit member, unless the Director determines that the Unit member's use of administrative leave on the date and/or times requested interferes with work group operations.
- 5.3 When a Unit member who is exempt separates from the City service for any reason, the City shall compensate the Unit member for all accrued administrative leave. The value of accrued administrative leave shall be calculated using the Unit member'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.
- 5.4 Unit members 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 Manager has the exclusive authority to approve a Unit member's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the Unit member 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 Unit member shall not lose any seniority or tenure for such leave of absence. After the expiration of an approved leave of absence without pay, Unit members shall be reassigned to their former classification. A leave of absence without pay will not be granted in excess of one (1) year. Unit member shall be responsible for paying for the cost of his/her benefits from the COBRA effective date.
- 6.2 The City Manager has the authority to grant or deny a Unit member'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 Unit member or a member of his/her immediate family. In accordance with federal and/or state laws, the City has the right to grant a Unit member's request for up to twelve (12) weeks of unpaid, job protected leave to eligible Unit members for certain family and medical reasons under the Family and Medical Leave Act of 1993 (FMLA).



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- 6.3 The continuation of City paid benefits period for Unit members 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 Unit members not covered by FMLA, CFRA and/or PDL shall not be eligible for the 90 day continuation of benefits.

SECTION 7. WORKERS' COMPENSATION LEAVE:

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

- 7.1 Except as otherwise provided, Unit members 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 Unit member returning to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time the disabled Unit member is receiving the 17 weeks of paid Workers' Comp leave, the Unit member shall continue to accrue annual leave, sick leave, seniority and tenure for purposes of pay adjustments or advancements.
- 7.2 Unit members who are still disabled after seventeen (17) weeks may apply for long term disability leave and long term disability benefits in accordance with Article V, Section 4.
- 7.3 The City shall make all reasonable efforts to provide Unit members with light duty assignments when the Unit member is still disabled after seventeen (17) weeks from the date of disability.
- 7.4 As used in this Section 6, the term "disabled" or "disability" shall have that meaning set forth in California workers' compensation law.
- 7.5 If in the opinion of the City, the City's claims administrator, or the Workers Compensation Appeals Board, a Unit member 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 Unit member into another vacant position of an equal or lower level. The Unit member must be able to perform the essential duties of that position. Nothing herein shall be construed to prevent such Unit member from applying for and competing for a position of a higher class.

SECTION 8. MILITARY LEAVE:

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

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SECTION 9. TIME OFF FOR VOTING:

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

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

SECTION 10. LUNCH PERIOD (APPLIES TO CPSA ONLY):

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

SECTION 11. REST PERIOD:

The Director shall provide Unit members with a compensated rest period of fifteen (15) minutes for each half work period as determined by standard management procedures. Unit members 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. HOLIDAY LEAVE:

The City shall provide Unit members with the following ten (10) holidays with pay subject to the following conditions:

- 12.1 January 1st (New Year's Day)
The third Monday in January (Dr. Martin Luther King Jr. 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.



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- 12.2 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 Unit members 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, the Unit member must work his or her full regularly-scheduled workday immediately before and after the holiday unless the Unit member is absent from any portion or all of his or her regularly-scheduled workday immediately before or after the holiday on authorized paid leave. A Unit member shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by the Unit member on his or her regularly-scheduled workday immediately before or after the holiday.
- 12.3 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 Unit member must use such additional holiday leave when granted, and such leave cannot be accrued. Unit members absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. A Unit member shall not receive holiday pay for this half-day holiday if any leave without pay was used by the Unit member during his or her regularly-scheduled workday immediately before or after the half-day holiday.
- 12.4 All designated holidays shall be compensated for in ten (10) hour increments, for a total of one hundred (100) hours annually regardless of a Unit member's work schedule.
- 12.5 When a Unit member 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.
- 12.6 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 Unit members accrue the same number of holiday hours.

SECTION 13. BEREAVEMENT LEAVE:

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

ARTICLE V INSURANCE AND RETIREMENT BENEFITS

SECTION 1. HEALTH INSURANCE PREMIUM:

- 1.1 Effective January 1, 2013, the City shall pay up to, but not exceed, one thousand three hundred eighty-five dollars (\$1,385.00) per month, based on the CalPERS highest full family HMO rate for health insurance provided by the City for each full-time Unit member and his/her eligible dependents, with a cafeteria cap on the use of excess monies of one



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hundred fifty-five dollars (\$155.00) per month for Unit member-only coverage and one hundred forty-four dollars (\$144.00) per month for Unit member-plus-one coverage.

- 1.2 Effective January 1, 2014, the City shall pay up to, but not exceed, one thousand four hundred thirty-five dollars (\$1,435.00) 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 Unit member and his/her eligible dependents.
- 1.3 Effective January 1, 2015, the City shall pay the highest full family HMO premium for the Los Angeles region up to a cap of seven and one-half percent (7.5%) over the January 1, 2014 allowance.
- 1.4 Effective the second month following adoption of this MOU, the cafeteria cap for the use of excess monies shall be one hundred fifty-five dollars (\$155.00) per month for all Unit members regardless of the number of dependents.
- 1.5 Unit members 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.
- 1.6 Unit members may elect to discontinue or not elect health insurance coverage provided that they submit written proof of equivalent health insurance coverage. Unit members electing to discontinue or not electing health insurance coverage shall receive either sixty-five percent (65%) of the amount previously paid on the premium or sixty-five percent (65%) of the lowest 2-party premium, whichever is greater, to be put into a City-sponsored deferred compensation plan credited to the Unit member. Effective the month following the adoption of the MOU, Unit members 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 Unit member. Unit members 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 Unit member. Unit members 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.
- 1.7 Unit members 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.
- 1.8 Spouse and dependent coverage shall continue to be available as provided through CalPERS. A Unit member'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 MOU, subject to any contract changes by CalPERS.

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- 1.9 Eligible retired Unit members shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For Unit members hired prior to January 1, 2014, the effective date of Assembly Bill No. 1144 providing for a postretirement health insurance vesting schedule, the City shall pay the monthly health insurance premium for eligible retired Unit members' health insurance in the same monthly amount as provided for active full-time Unit members for the term of this MOU. For Unit members hired on or after January 1, 2014, the City shall pay a monthly health insurance premium for eligible retired Unit members' health insurance in accordance with the following schedule:

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

SECTION 2. DENTAL INSURANCE PREMIUM:

- 2.1 The City shall pay up to, but not exceed, the amount of eighty-seven dollars (\$87.00) per month for dental insurance provided by the City for each Unit member and his/her eligible dependents.
- 2.2 Unit members may elect to discontinue or not enroll in the dental insurance program provided that they submit written proof of equivalent coverage. Unit members electing to discontinue or not enroll in the dental insurance program 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 the Unit member. Unit members 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 Unit member with term life insurance coverage of not less than one hundred thousand (\$100,000.00), subject to the requirements of the insurance carrier. A Unit member 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 Unit member's health insurance. The City shall continue to offer additional life insurance programs already offered for Unit member 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 each full-time Unit member ("covered Unit member") 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, after meeting and consulting with the bargaining units. .
- 4.2 The City shall provide short term disability insurance (or "STD") benefits for each covered Unit member solely to provide the benefit during the 90-day LTD benefit waiting period, the City shall provide a STD insurance plan for each covered Unit member 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 Unit member who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her 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 Unit member who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her 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 Unit member who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66⅔%) of his/her 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 a Unit member 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.
 - d. 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:

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- 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 Unit member is disabled from his or her own occupation, shall be determined by the insurance carrier, not by the City.
 - c. Eligibility for and administration of benefits for existing LTD claimants, including the determination whether a Unit member is disabled from his or her own occupation, shall be determined by the City after consultation with the existing insurance carrier.
- 4.5 Except as to the existing LTD claimants discussed in 4.1b, above, the City is not required to provide LTD and/or STD coverage or benefits on a self-funded basis, now or in the future. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interests.
- 4.6 For injuries and other disabilities covered under California workers compensation laws, Unit members shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability (“workers compensation leave”) or until the City’s workers compensation administrator terminates workers compensation leave either due to payment of a “compromise and release” settlement, a disability and/or service retirement, the Unit member returns to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member’s temporary disability status, such dispute shall be resolved in accordance with applicable California Workers’ Compensation laws. If a Unit member is approved for workers’ compensation leave, the Unit member shall not be eligible for STD or LTD benefits during the period of such workers’ compensation leave. LTD eligibility for Unit members who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 4.1, above.
- 4.7 While on short term or long term disability, Unit members may use sick leave, comp time, administrative leave or annual leave, in the order specified herein, to equal 100% of the Unit member’s regular salary in conjunction with the disability benefit payment.

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

- 5.1 For those Unit members hired before the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include Unit members in the CalPERS “3% at 60” Plan with the following optional public agency contract provisions:

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- 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 Unit member's own cost.
- 5.2 Effective March 15, 2014, Unit members shall pay the full percentage of the member contributions.
- 5.3 For those Unit members hired on or after the effective date of the CalPERS contract amendment providing (May 6, 2011) for a tiered retirement benefit, and defined by Assembly Bill 340 – Pension Reform as “Classic Members”, the City shall include such Unit members 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 Unit member's own cost.
- 5.4 Effective March 15, 2014, Unit members shall pay the full percentage of the member contribution.
- 5.5 For those Unit members hired on or after January 1, 2013, defined by Assembly Bill 340 – Pension Reform, as “New Members”, the City shall include such Unit members in the CalPERS “2% at 62” Plan with a three year final compensation period, and with the following optional contract provisions:

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- 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 Unit member's own cost.

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

SECTION 6. DEFERRED COMPENSATION PROGRAM:

The City will continue to match Unit member's annual contributions to their deferred compensation account, dollar for dollar, as follows:

- a. Professional Association Unit members: One thousand dollars (\$1,000.00) per calendar year.
- b. Supervisors Association Unit members: One thousand five hundred dollars (\$1,500.00) per calendar year.
- c. Association of Management Employees Unit members: Two thousand four hundred (\$2,400.00) per calendar year.

Funds shall be electronically transferred each payday.

SECTION 7. VISION CARE PROGRAM:

The City will sponsor a vision care program. Unit members 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 Unit member to deduct excess insurance premiums, unreimbursed medical expenses, and child care payments before taxes.

ARTICLE VI SAFETY

SECTION 1. SAFETY RESPONSIBILITIES:

- 1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.



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- 1.2 Unit members shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by any law, occupational safety or health standards, safety orders, or safety rules and regulations. Unit members shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.
- 1.3 The City shall not require nor permit any Unit member to go to or be in any employment or place of employment not reasonably safe and healthful.
- 1.4 The City shall not discipline any Unit member for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated; if such violation would create a real and substantial risk of harm to the Unit member.

SECTION 2. SAFETY DEVICES AND SAFEGUARDS:

The City shall furnish, and the Unit member shall use, safety devices and safeguards. The City shall adopt and use practices, means, methods, operations and processes which are reasonably adequate to render City employment safe and healthful.

SECTION 3. SAFETY COMMITTEE:

The City and the Association shall jointly participate in an advisory safety committee. The safety committee membership shall include at least two (2) Association representatives. The safety committee shall make good faith efforts in an advisory capacity to provide and maintain a safe and healthful place of employment. The safety committee shall meet on a monthly basis or other agreed schedule.

SECTION 4. USE OF VETERANS PARK SPORTS COMPLEX:

All Unit members and their families shall be entitled to use all facilities and programs at Veterans SportsComplex at the rates below:

Unit member – one hundred dollars (\$100.00) per year

Unit member and family – one hundred fifty (\$150.00) per year

Unit members who renew memberships 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.

ARTICLE VII CITY RIGHTS

SECTION 1. EXCLUSIVE CITY RIGHTS AND AUTHORITY:

The City retains the exclusive right to manage and direct the performance of City services and the work force performing such services. The City retains the exclusive right to exercise its right to manage and direct the performance of the City services and the work force performing such

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services. The following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The Association expressly and specifically agrees that except to the extent that the City's rights are expressly and specifically limited by the terms of this MOU, the Association has waived any and all of its rights to meet and confer on any of the City's rights or effects of the exercise of any of its rights.

The consideration of the merits, necessity, or organization of any service or activity conducted by the City shall include but not be limited to the City's right to:

- a. Determine issues of public policy;
- b. Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;
- c. Expand or diminish services;
- d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract out any work or operation;
- e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
- f. Determine job classifications;
- g. Appoint, transfer, promote, demote, and lay off Unit members for lack of work or other appropriate reasons;
- h. Initiate disciplinary action;
- i. Determine policies, procedures and standards for selection, training and promotion of employees;
- j. Establish Unit member performance standards, including but not limited to quality and quantity standards;
- k. Maintain the efficiency of governmental operations;
- l. Exercise complete control and discretion over its organization and the technology of performing its work and services;
- m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and,
- n. Determine any and all necessary actions to carry out its mission in emergencies.

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The exclusive decision making authority of the City and management on matters involving the City rights and authority shall not be in any way, directly or indirectly, subject to the grievance procedure. Unit members may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

SECTION 2. CONCERTED REFUSAL TO WORK:

- 2.1 If a Unit member participates in any manner in any strike, sympathy strike, work stoppage, slowdown, sick-in, or other concerted refusal to work or participates in any manner in any picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-in or other concerted refusal to work or induces other Unit members or employees of the City to engage in such activities, such Unit member shall be subject to discharge by the City.
- 2.2 In the event the Association calls, engages in, encourages, assists or condones in any manner, any strike, work stoppage, slowdown, sick-in or other concerted refusal to work by Unit members or other employees of the City or any picketing or work impediment in support thereof, or any form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions available to it, may suspend any and all of the rights and privileges accorded the Association under any ordinance, resolution, rules or procedures of the City, including, but not limited to, the suspension of recognition of the Association, and the use of the City's bulletin boards and facilities.
- 2.3 The City shall not lock out Unit members.

ARTICLE VIII ASSOCIATION SECURITY

SECTION 1. AGENCY SHOP: (APPLIES TO CPSA ONLY)

- 1.1 Association Dues/Service Fees:
 - a. The City shall provide any newly hired Professional and Supervisors Unit members , with an authorization notice advising them that agency shop for the Association has been implemented pursuant to vote of the bargaining unit's members in accordance with state law, that said agency shop is covered by an agreement between the City and the Association, and that all Unit members subject to that agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the Unit member's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association. Said Unit members shall have fourteen (14) calendar days from the date they receive the form to fully execute it and return it to the City's human resources division.



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- b. If the form is not completed properly or returned within fourteen (14) calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such Unit member. The effective date of Association dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing fourteen (14) calendar days after receipt of the authorization form by the Unit member.
- c. The Unit member's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When a Unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of a Unit member in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of a Unit member who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In addition to the above, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

1.2 Religious Exemption:

- a. Any Unit member who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, upon presentation to the City of active membership in such religion, body, or sect, shall not be required to join or financially support any public employee organization as a condition of employment pursuant to Government Code section 3502.5(c). The Unit member may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the Unit member from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Association, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the Unit member. In instances where a Unit member makes direct payment to a nonreligious, nonlabor charitable fund, the Unit member shall provide proof of the payment on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.
- b. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within fourteen (14) calendar days of receipt by the City. The Association shall then have fourteen (14) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the Unit member's choice shall commence, but shall be held in escrow pending resolution of the challenge through means of a meeting between the Association representatives and City Manager, with the City Manager making the final determination.



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Charitable contributions shall be made by regular payroll deductions unless otherwise provided for in subsection (1) above.

- c. The Association has selected the following three nonreligious, nonlabor charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code from which the Unit member establishing religious exemption may choose: The Boys & Girls Club of Carson, Charlotte's House, and the Child Guidance Center. This list may change from time to time, but only upon written notice and agreement by both parties.

1.3 Rescission:

- a. The agency shop provision in this Agreement may be rescinded by a simple majority of votes cast by eligible bargaining unit members provided that:
 - (1) A request for such a "rescission vote" is supported by a petition containing the signatures at least thirty (30) percent of the Unit members in the bargaining unit;
 - (2) The vote is by secret ballot; and
 - (3) The vote may be taken only once per City fiscal year. (If a "rescission vote" is requested, conducted and results in rescission of agency shop, then the Association agrees not to request, petition for, negotiate for, or otherwise seek agency shop for one calendar year from the date of the payroll check covering the pay period in which the agency shop deductions actually cease following a rescission vote.)

1.4 Records:

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the Association, within sixty (60) days after the end of the Association's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

1.5 Indemnification:

The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation, including but not limited to claims relating to any election or vote, improper deductions, and the Association's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

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SECTION 2. DUES DEDUCTIONS: (APPLIES TO AME ONLY)

The Association of Management Employees (AME) may collect membership dues from Unit members through City payroll deduction upon receipt of written authorization of Unit members in classifications covered by this MOU if AME so chooses.

SECTION 3. LEGAL COUNSEL:

The City agrees to provide Unit members with legal counsel in accordance with the obligations imposed on public entities by Government Code Sections 825 and 995. The City agrees that Unit members have the right to their own legal representation in all disciplinary actions, but at their own expense.

SECTION 4. MEET AND CONFER IN GOOD FAITH - SCOPE:

The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law.

SECTION 5. RELEASE TIME:

The City shall provide Unit members with release time leave subject to the following conditions:

- 5.1 Upon advance written notice and unless the Unit member's or designated representative's use of release time interferes with work group operations, the immediate supervisor shall permit a Unit member and one designated representative to use release time as time off from work with pay in order to prepare a formal grievance or to appeal a disciplinary action.
- 5.2 The immediate supervisor may approve release time requests for up to one (1) hour for both the Unit member and one (1) designated representative for each formal grievance. The immediate supervisor may approve release time requests for up to two (2) hours for both the Unit member and one (1) designated representative for each pre-disciplinary conference or disciplinary hearing. Additional request for release time to prepare for a formal grievance or to appeal a disciplinary action must be approved in advance by the appointing authority.
- 5.3 A Unit member's designated representative may use release time to be present at the presentation of a formal grievance, a pre-disciplinary conference or disciplinary hearing.
- 5.4 Up to 4 representatives and/or officers of each Association will be permitted to use release time to attend meet and confer sessions. Up to 2 representatives and/or officers of each Association will be permitted to use release time to attend Personnel Committee meetings or Labor/Management meetings scheduled by the City during work hours. The City shall not be liable for overtime payments for sessions or meetings beyond regular work schedules.
- 5.5 Release time is not available for external grievance or legal procedures, such as PERB, court hearings, etc.

SECTION 6. CONFERENCE ATTENDANCE:

The City agrees to permit Professional and Management Unit members to attend one work-related professional conference of their choosing during each fiscal year, with the approval of the Unit member's Director, 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 Unit member's Director may require the Unit member to attend. The Unit member will receive no additional compensation or consideration if the Unit member chooses not to make use of this opportunity in a given fiscal year.

SECTION 7. FAIR LABOR STANDARDS ACT:

- 7.1 The Association affirms the City's right and obligation to determine the jobs in the City of Carson that are exempt according to the provisions of the Fair Labor Standards Act.
- 7.2 The Association agrees that management classifications and positions represented by the Association are exempt as defined in the Fair Labor Standards Act.
- 7.3 The Association agrees that supervisors classifications and positions represented by the Association are non-exempt as defined in the Fair Labor Standards Act.
- 7.4 The Association agrees that the positions marked as exempt in Appendix A are currently defined by the City as exempt in accordance with the Fair Labor Standards Act.
- 7.5 The Association agrees that these positions determined 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 and the overtime provisions of the City of Carson Personnel Rules.

SECTION 8. REORGANIZATION OR RECLASSIFICATION:

The City agrees to meet and consult with the Association in the event of any reorganization and/or reclassification impacting on the members of the Association. The decision to reclassify job classifications shall remain within the sole discretion of the City.

SECTION 9. FLEXIBLE WORK SCHEDULES:

The City will work with Unit members 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 VIII

SECTION 10. LATERAL TRANSFERS: (APPLIES TO AME ONLY)

- 10.1 Unit members who wish to be considered for lateral transfer must complete a lateral transfer form and place it on file with the HR Department. When the HR Department receives an approved requisition for a position where a Unit member has filed a lateral transfer form, the HR Department will notify that Unit member of the recruitment during the promotional recruitment period, and provide the Unit member with a recruitment flyer. Testing requirements will be waived if the candidate meets the minimum requirements of the open position.
- 10.2 Unit member lateral transfer candidates shall be advanced directly to an interview with the hiring authority, at a time that is to be determined by the hiring authority. The selection decision shall be at the discretion of the hiring authority. Lateral transfer candidates shall not have superior rights to the open position over the rights of the promotional candidates.

ARTICLE IX GRIEVANCE PROCEDURE

SECTION 1. PURPOSE:

The purpose of the Grievance Procedure is to establish channels of communication between Unit members, supervisors, and management. The City encourages any Unit member having a grievance related to his or her working conditions to discuss the matter informally with his or her immediate supervisor without undue delay in order to resolve the issue. The purpose of these preliminary discussions is to settle disagreements fairly, as quickly as possible, and to eliminate problems before they evolve to grievances.

SECTION 2. DEFINITION:

A grievance is a timely written complaint by one or more Unit members concerning the application or interpretation of the provisions of this MOU affecting Unit members' wages, hours, and working conditions.

SECTION 3. GRIEVANCE STEPS:

The grievance procedure shall be used to resolve a Unit member's complaints as defined in Section 2 above. The grievance procedure shall consist of the following "Steps."

- Step 1. A Unit member shall have the right to present a grievance, in writing, within five (5) working days of the action or incident causing the grievance. Such grievance shall be provided to the immediate supervisor of the Unit member. All grievances shall state the violation of this MOU, how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's requested remedy. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall render a written decision responding to the grievance and return the completed grievance form to the Unit member. Failure of the immediate supervisor to render a written



response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If denied, and the Unit member wishes to move the grievance to the next Step in the grievance process, then the Unit member shall move the grievance to the next immediate supervisor within the chain of command, in accordance with Section 3, Step 2 of this Article. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the immediate supervisor.

Step 2. If the immediate supervisor's response does not satisfactorily resolve the complaint, and/or the grievance is denied, then the Unit member and/or the Unit member's designated representative may submit the grievance to the next immediate supervisor within the chain of command, within five (5) working days of the immediate supervisor's actual or constructive decision on the grievance. The next immediate supervisor shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative and shall discuss the grievance with the Unit member's immediate supervisor. Within ten (10) working days after receipt of the grievance, the next immediate supervisor shall render a written response to the grievance and the completed grievance form shall be returned to the Unit member. Failure of the next immediate supervisor to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If the next immediate supervisor's response does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the grievance to the next succeeding supervisor within the chain of command, within five (5) working days of the next immediate supervisor's response to or constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the next immediate supervisor. Prior to submitting any grievance to the Director in accordance with Step 3, all Unit members are required to submit their grievance to each next immediate supervisor within the chain of command, and in order of the chain of command, in accordance with the timing requirements and procedures of this Step 2.

Step 3. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's supervisors pursuant to Step 2, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to the Director of his/her work group, within five (5) working days of the last supervisor's response or constructive denial of the grievance. The Director shall contact and discuss

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the grievance with the Unit member and/or the Unit member's designated representative, and shall discuss the grievance with the Unit member's immediate supervisor and others within the Unit member's chain of command. Within ten (10) working days after receipt of the grievance, the Director shall render a written decision on the grievance and the completed grievance form shall be returned to the Unit member. Failure of the Director to render a written decision on the grievance within ten (10) working days constitutes a constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after the receipt of the response to or constructive denial of the grievance by the Director.

- Step 3a. Before moving a grievance to the City Manager's step, a Unit member may request an advisory mediation session. The cost of mediation will be shared by the City and the Association(s) on a 50/50 basis, with both parties bearing their own legal costs, including but not limited to attorneys' fees.
- Step 4. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's Director pursuant to Step 3, or through advisory mediation pursuant to step 3a, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to the a non-involved Director or the Human Resources Department Head in lieu of the City Manager. The hearing officer shall be mutually agreed upon by both parties. When the Unit member presents a grievance to a non-involved Director or the Human Resources Department Head in lieu of the City Manager, the selected person shall discuss the grievance with the Unit member and/or the Unit member's designated representative. The selected person shall also discuss the grievance with the Unit member's immediate supervisor and others within the chain of command, up to and including the Director. Within ten (10) working days after receipt of the grievance, the selected person shall render a written decision on the grievance. Failure of the selected person to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. The decision or constructive denial of the selected person shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Thereafter, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.

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SECTION 4. NON-DEPARTMENTAL GRIEVANCES:

Grievances resulting from decisions or actions outside the work group chain-of-command shall be initiated by the Unit member and/or Unit member's representative with the Director of the work group from which the decisions or actions occurred, and will follow the procedures as detailed in Section 3 of this Article.

SECTION 5. EXTENSIONS OF TIME:

Extensions of any of the time limits on the presentation of, or responses to, a grievance as set forth in the grievance procedure may be mutually agreed to by the parties involved with the grievance, but must be evidenced in writing by both sides.

SECTION 6. REPRISALS:

The City shall not institute any reprisals against any Unit member or designated representative resulting from the use of the grievance procedure.

SECTION 7. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE:

- 7.1 Those matters not specifically provided for under the definition in Section 2 above.
- 7.2 Disputes involving the content of performance reviews arising from the application of the provisions of SMP No. 6.4.

ARTICLE X APPEAL PROCEDURES

SECTION 1. REQUEST FOR DISCIPLINARY HEARING:

Unit members who have passed probation shall have the right to appeal the imposition of disciplinary action. As used herein, the term "disciplinary action" shall mean discharge, involuntary demotion or suspension of a Unit member, in accordance with the City of Carson Personnel Rules, as such Personnel Rules may be amended from time to time. When a Unit member requests a disciplinary hearing, the request shall be in writing, signed by the Unit member, and presented to the Human Resources Department Head within ten (10) calendar days after the notification date of the imposition of the disciplinary action. Any such request shall be addressed to the Human Resources Department Head and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the Unit member. All disciplinary hearings shall be considered in private unless the Unit member requests, in writing, a public hearing. If the Unit member fails to request a disciplinary hearing within the prescribed time, the Unit member shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2. SCHEDULING OF DISCIPLINARY HEARING:

The Human Resources Department Head shall be responsible for scheduling any disciplinary hearing within a reasonable time after the filing of the Unit member's request, considering the

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availability of a hearing officer and the convenience of the Unit member and witnesses. If the disciplinary action taken by the Unit member's Director is discharge, the parties shall commence proceedings to select a hearing officer under Section 3 within fifteen (15) calendar days after the filing of the Unit member's request, unless a time extension is agreed to in writing by both the City and the affected Unit member and/or his/her representative.

SECTION 3. HEARING OFFICER:

- 3.1 The appointing authority shall be the hearing officer for disciplinary hearings except for those involving discharge. The appointing authority may designate a Director, as mutually agreed upon by the City and the Association, as the hearing officer for any disciplinary hearing that does not involve discharge.
- 3.2 In any disciplinary hearing involving discharge, a neutral hearing officer shall be selected from an outside source pursuant to a method mutually agreed upon by the City and the Association, unless the Unit member and/or his/her representative and the appointing authority mutually agree in writing that the hearing officer may be the City Manager.
- 3.3 Where a neutral hearing officer is selected from an outside source, the cost for the hearing officer shall be shared equally by the City and the Association.
- 3.4 The City Manager or his/her designee shall be the final hearing officer on all matters of discharge brought forward by a Unit member without the support or involvement of the Unit member's Association.

SECTION 4. REPRESENTATION AT DISCIPLINARY HEARING:

- 4.1 At the disciplinary hearing, the Unit member may appear personally and shall have the right to be represented by counsel and any other person(s) allowed by the hearing officer, but during the disciplinary hearing only one person shall have the right to present the appeal on behalf of the Unit member.
- 4.2 The Unit member and the City shall each have the right to produce and confront witnesses and to present any relevant oral or documentary evidence.
- 4.3 Subsections 4.1 and 4.2 are not intended to, and shall not preclude, the hearing officer from questioning any witness, or asking any representative or other person present at the hearing, any questions that the hearing officer may deem appropriate and relevant to the subject matter of the appeal.

SECTION 5. BURDEN OF PROOF AND EVIDENCE:

The City shall have the burden of proof and shall be required to prove the charges against the Unit member by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

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SECTION 6. CONDUCT OF THE DISCIPLINARY HEARING:

The conduct of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of the parties. During the examination of a witness, the hearing officer may exclude from the hearing any and all other witnesses. The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7. HEARING OFFICER'S DECISION:

Within thirty (30) calendar days after the conclusion of the evidentiary and argument portions of the disciplinary hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law. The hearing officer shall have the authority to affirm, revoke, or reduce the disciplinary action imposed against the Unit member. The hearing officer's decision constitutes a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

ARTICLE XI LAYOFF

SECTION 1. PREREQUISITE FOR LAYOFF:

If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Association that the seniority rule shall mean that when any classification having two or more Unit members is subject to less than a complete lay off, then the Unit members shall be laid off in order of reverse seniority based first upon actual service time in the classification, and in instances where that is equal, then on tenure, defined as cumulative actual City service time.

Reductions in the City's work force for reasons other than solely economic reasons shall continue to observe the layoff order as set forth below in subsections 1.1 through 1.4, and Section 2:

- 1.1 All temporary, seasonal, and/or recurrent and probationary Unit members have been released from the classification.
- 1.2 Unit members in the classification have been given an opportunity to seek lateral transfer or voluntarily demote to existing vacant positions, for which they meet minimum qualifications.
- 1.3 Management will meet and consult with the representative of the Association over alternative courses of action to avoid such layoff.
- 1.4 Notice of actual layoffs shall be given no less than twenty-eight (28) calendar days before the date of implementation. Such notice shall include:
 - a. Classification where layoff is to occur;
 - b. Seniority list by total actual City service in the affected classification;



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- c. List of current permanent vacancies in all classifications represented by the Association; and,
- d. Separate notice to any Unit member in the classification who has two (2) or more below standard evaluations within the preceding three (3) years.

SECTION 2. ORDER OF LAYOFF:

- 2.1 Unit members who have two or more below standard evaluations within the preceding three (3) years shall be laid off first.
- 2.2 Next layoff shall occur on the basis of seniority, the least senior Unit member based on total actual employment in a classification represented by the Association shall be laid off first and any subsequent layoff shall proceed to the next least senior.
- 2.3 Ties in Seniority – Where the seniority of two (2) Unit members is of the same length, the Unit member with the shorter tenure shall be laid off first.
- 2.4 Ties in Tenure - Where the actual seniority and tenure of two (2) Unit members are of the same length, tenure shall be decided by the drawing of lots.
- 2.5 Title changes and/or amended class specifications for classes with multiple positions will not change or alter the seniority rights of the incumbents in the original classification when subject to layoff, provided such prior classification is the same salary range.

SECTION 3. VOLUNTARY DEMOTION:

A Unit member so laid off may choose voluntary demotion so as to avoid layoff.

- 3.1 Such voluntary demotion can be to a lower or equal class of previous standing or to a lower or equal class that is vacant provided they meet the minimum qualifications for those positions.
- 3.2 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article.

SECTION 4. RECALL:

Unit members who laterally transfer, take a voluntary demotion or are laid off pursuant to the provisions of this Article, shall have their names entered onto a recall list for the classification of original standing.

- 4.1 Such a list shall be inverse order of layoff, lateral transfer or voluntary demotion.
- 4.2 The recall list shall be kept by Human Resources and shall be used in order when any vacancy for that classification is to be filled.



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- 4.3 The list shall be maintained until all names have been offered an opportunity for recall or at the end of three (3) years, whichever comes first.
- 4.4 The appointing authority shall offer appointment to the first name on said list. If the individual accepts and he or she shall be appointed after sixty (60) days from the date of layoff, the Unit member may be required to take a medical examination so as to ensure the Unit member is medically and mentally capable of performing duties of the classification. The individual shall still be required to meet the minimum qualifications of the classification.

SECTION 5. SEVERANCE PACKAGE:

The City shall provide laid off Unit members a severance package in exchange for release of all claims as follows:

- 5.1 Severance pay calculated at thirty (30) hours for each year of service with a minimum benefit of 173.33 hours pay and a maximum benefit of 520 hours pay.
- 5.2 Medical and dental benefits will be provided through the regular insurance and/or COBRA reimbursement for the time period equivalent to the number of days as the severance pay.

ARTICLE XII OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1. STATUS OF GRANT FUNDED EMPLOYEES:

Full-time, non-general fund Unit members shall be considered City employees and will receive all benefits and rights conferred by this MOU. This includes, but is not limited to, Unit members funded through the Carson Successor Agency, Carson Housing Authority, Community Development Block Grant, AQMD funds and Proposition A or C funds.

SECTION 2. PROMOTIONAL OPPORTUNITIES:

- 2.1 The City shall make a good faith effort to promote and transfer from within the City service.
- 2.2 The City shall recruit for and establish eligibility lists for all vacant budgeted positions, unless they are temporarily frozen by the City Manager. At his/her sole discretion, the City Manager may fill a position by reinstatement or voluntary demotion.
- 2.3 A Unit member who is rejected during the probationary period shall be reinstated to the position from which he or she had been promoted. A rejected promotional probationary Unit member does not waive their right to appeal within the City's administrative appeal process. A promotional probationary period shall be used for the evaluation of a Unit member in the promotional capacity and can in no way be used to revoke rights or benefits gained by the prior passage of the Unit member's initial probationary period within the City.

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SECTION 3. CITY COUNCIL PERSONNEL COMMITTEE:

The City agrees to inform the Association of any issues going before the City Council Personnel Committee and City Council concerning the Association. The Association will be given this information and the right to attend said meetings on release time, limited to one or two members, as appropriate.

SECTION 4. JOB SERIES STUDY:

4.1 The City acknowledges the Job Series and will create advancement criteria for:

- a. Planning Technician/Assistant Planner/Associate Planner

SECTION 5. JOB SHARING:

5.1 Job Sharing Definition:

Bifurcation of the job duties (essential functions) of a full-time classification into two equal ½-time jobs that total full-time work, generally 40 hours per week, 52 weeks per year.

5.2 Benefits:

A Job Sharing Unit member shall receive, as applicable, benefits on the basis of one-half the rate accorded to comparable full-time employees. No other method of pro-ration shall apply. For benefits that have a time or service requirement to qualify to receive them, a year shall be defined as successful completion of 2,080 hours of service. Under Job Sharing, this will generally be 104 weeks at 20 hours per week.

5.3 Job Sharing Unit member:

One of a pair of Unit members, each of whom job shares by performing one-half of the essential functions of a full-time classification and who works ½ of the hours of the full-time class, generally 20 hours per week, 52 weeks per year.

5.4 Vacancy of Job Share Position:

If one person occupying half of a job share position leaves the city or takes an extended leave, the City may compel the person occupying the other half to convert to full time. If the person chooses not to convert to full time, the City has the option to eliminate both the job share positions and commence recruitment for a full-time position.

5.5 Resumption of Full-Time Status.

If a Job Sharing Unit member wishes to resume full-time work with the City, he or she shall seek reassignment or transfer to a full-time position in the Unit member's department, for which he or she meets the minimum qualifications. Should the Unit member's department be unable to effect such reassignment, the Unit member shall seek a transfer as prescribed under the Personnel Rules.

5.6 Involuntary Conversion to or from Job Sharing Status.

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Neither management nor Unit members shall convert full-time positions to job-sharing positions, or the converse, without first consulting with the other party. If both parties are in agreement, as well as the affected Unit members, the decision shall be memorialized via Personnel Action Request forms.

5.7 Salary Anniversary Date.

If a Unit member's appointment to a Job Sharing position is either as a new hire or by promotion, the salary anniversary date shall be defined as that date which occurs upon successful completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. Such Unit members may be considered for a merit increase after successful completion of 1,040 hours of service, generally 52 weeks at 20 hours per week. Subsequent salary anniversary dates shall be defined as those dates which occur upon completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. If a Unit member's appointment to a Job Sharing position is not a new hire or promotion, the salary anniversary date shall be based on his or her prior service, in accordance with the Personnel Rules.

ARTICLE XIII DRAFTING PROVISIONS AND DURATION

SECTION 1. FULL UNDERSTANDING:

This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and/or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU. This MOU contains all the terms, covenants and stipulations of employment for Professional Unit members and supersedes all prior resolutions adopting MOUs for this Unit and practices except for those contained in the City's written rules and regulations, resolutions, ordinances and policies. It remains the parties understanding that the City's Personnel Rules, however, do not apply to unclassified persons covered by this MOU.

SECTION 2. SEVERABILITY:

Notwithstanding any other provisions of this MOU, in the event that any article, section, or subsection of this MOU shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the Association shall meet and confer on the affected article, section, or subsection. In such event, all other articles, sections or subsections of this MOU not affected shall continue in full force and effect.

SECTION 3. EMERGENCY WAIVER:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of

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this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on Unit members of the suspension of provisions in the MOU during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

SECTION 4. JOINT DRAFTING:

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 5. MODIFICATION:

This MOU may only be modified or amended by written agreement between the parties which then must be approved by Council resolution.

SECTION 6. DURATION:

- 6.1 This Memorandum of Understanding shall be binding on the City and the Association when adopted by the City Council.
- 6.2 The City and the Association agree that negotiations on a successor contract shall begin in the first week of March, 2015. The Association will submit a list of requests to the City no later than February 16, 2015.

Except as otherwise provided herein, this MOU shall be in full force and effect from July 1, 2013 and shall remain in full force and effect up to and including June 30, 2015.

SECTION 7. REOPENERS:

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues. These reopeners are not contingent upon the execution of any successor MOU and no successor MOU is contingent upon agreement on these reopeners:

- a. Changes and/or revisions to the City's Personnel Rules and Regulations, including related SMPs;
- b. Changes and/or revisions to the City's Employer Employee Relations Resolution (EERR);
- c. Changes to Unit member job specifications;
- d. Changes to Donated Sick Leave Bank policies and procedures;
- e. Acting Duty Pay Modification;



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- f. Overtime for exempt Unit members pay related to elections and declared emergencies;
- g. Court Summons/Subpoena/Jury Duty – pay to exempt Unit members for attending court on a non-work days; and
- h. Lateral Transfers for CPSA.

ARTICLE XIV CITY COUNCIL APPROVAL

The City Manager and Employee Relations Officer of the City and the Association have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Unit members represented by the Association and have reached agreements which are set forth in this MOU. This MOU constitutes a joint recommendation by the City's negotiators and the Association, after ratification of its membership, to be submitted to the City Council for its determination and approval by one or more resolutions, as the City Council may deem fit and proper. This MOU is of no force or effect unless or until ratified and approved by a resolution of the City Council.

[SIGNATURES ON FOLLOWING PAGE]



IT IS SO AGREED:

PROFESSIONAL ASSOCIATION

CITY OF CARSON

Kenneth P. Freschauf
President – CPSA

Nelson Hernandez
City Manager/Employee Relations Officer

Ky Truong
President - AME

Cecil Rhambo
Assistant City Manager

Debbie Torres
Secretary

Elvia Parra
Senior Human Resources Analyst

Colin J. Tanner
Deputy City Attorney

PASSED, APPROVED and ADOPTED this 21st day of October 2014.

MAYOR JIM DEAR

ATTEST:

CITY CLERK DONESIA L. GAUSE

APPROVED AS TO FORM:

CITY ATTORNEY

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

I, Donesia L. Gause, City Clerk of the City of Carson, California, do hereby certify that the whole number of members of the City Council is five; that the foregoing resolution, being Resolution No. 14-101 was duly and regularly adopted by said Council at a regular meeting duly and regularly held on the 21st of October, 2014, and that the same was passed and adopted by the following vote:

AYES:	COUNCIL MEMBERS: Mayor Dear, Santarina, Gipson, Davis-Holmes and Robles
NOES:	COUNCIL MEMBERS: None
ABSTAIN:	COUNCIL MEMBERS: None
ABSENT:	COUNCIL MEMBERS: None

City Clerk Donesia L. Gause, CMC



Appendix A
City of Carson
Monthly Salary Schedule
Professional Unit
Effective July 1, 2013 (No COLA)

TITLE	BARG	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Accountant I	Non-Exempt	242	4,342	4,559	4,787	5,026	5,277	5,541
Accountant II	Non-Exempt	246	4,792	5,032	5,284	5,548	5,825	6,116
Administrative Analyst	Exempt	150	5,137	5,394	5,664	5,947	6,244	6,556
Administrative Specialist	Non-Exempt	144	4,431	4,652	4,885	5,129	5,385	5,654
Assistant Planner	Non-Exempt	146	4,652	4,885	5,129	5,385	5,654	5,937
Associate Civil Engineer	Non-Exempt	156	5,959	6,257	6,570	6,898	7,243	7,605
Associate Planner	Non-Exempt	152	5,398	5,668	5,951	6,248	6,560	6,888
Business Development Analyst	Exempt	154	5,671	5,954	6,252	6,564	6,892	7,236
Civil Engineering Assistant	Non-Exempt	152	5,398	5,668	5,951	6,248	6,560	6,888
Computer Systems Support Technician	Non-Exempt	144	4,431	4,652	4,885	5,129	5,385	5,654
Emergency Preparedness Analyst	Exempt	153	5,531	5,807	6,097	6,402	6,722	7,058
GIS Analyst	Exempt	152	5,398	5,668	5,951	6,248	6,560	6,888
GIS Technician	Non-Exempt	144	4,431	4,652	4,885	5,129	5,385	5,654
Housing Analyst	Exempt	150	5,137	5,394	5,664	5,947	6,244	6,556
Housing Program Manager	Exempt	161	6,741	7,078	7,432	7,803	8,193	8,603
Principal Administrative Analyst	Exempt	154	5,671	5,954	6,252	6,564	6,892	7,236
Public Information Analyst	Exempt	150	5,137	5,394	5,664	5,947	6,244	6,556
Public Safety Specialist	Non-Exempt	144	4,431	4,652	4,885	5,129	5,385	5,654
Public Works Programs Administrator	Exempt	155	5,812	6,102	6,407	6,727	7,063	7,416
Redevelopment Project Analyst	Non-Exempt	152	5,398	5,668	5,951	6,248	6,560	6,888
Redevelopment Project Manager	Non-Exempt	161	6,741	7,078	7,432	7,803	8,193	8,603
Rehab Financial Counselor	Non-Exempt	143	4,321	4,537	4,764	5,002	5,252	5,514
Senior Administrative Analyst	Exempt	152	5,398	5,668	5,951	6,248	6,560	6,888
Senior Administrative Specialist	Non-Exempt	146	4,652	4,885	5,129	5,385	5,654	5,937
Senior Civil Engineer	Exempt	162	6,908	7,253	7,615	7,996	8,396	8,816
Senior Engineering Technician	Non-Exempt	141	4,112	4,317	4,533	4,760	4,998	5,248
Senior Redevelopment Project Manager	Non-Exempt	165	7,441	7,813	8,203	8,613	9,043	9,495
Systems Analyst	Exempt	158	6,259	6,572	6,900	7,245	7,607	7,987
Systems Specialist	Non-Exempt	150	5,137	5,394	5,664	5,947	6,244	6,556
Telecommunications and Systems Analyst	Exempt	155	5,812	6,102	6,407	6,727	7,063	7,416
Web Developer	Non-Exempt	155	5,812	6,102	6,407	6,727	7,063	7,416



Appendix B
City of Carson
Monthly Salary Schedule
Supervisors Unit
All Non-Exempt Classifications
Effective July 1, 2013 (No COLA)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Program Manager-Comm. Svcs.	150	5,137	5,394	5,664	5,947	6,244	6,556
Recreation Program Manager	157	6,108	6,413	6,733	7,069	7,422	7,793
Senior Accountant	153	5,531	5,807	6,097	6,402	6,722	7,058
Senior Buyer	152	5,398	5,668	5,951	6,248	6,560	6,888
Senior Planner	158	6,259	6,572	6,900	7,245	7,607	7,987
Supv., Building Maintenance	153	5,531	5,807	6,097	6,402	6,722	7,058
Supv., Central Services	145	4,540	4,767	5,005	5,255	5,518	5,794
Supv., Code Enforcement	150	5,137	5,394	5,664	5,947	6,244	6,556
Supv., Community Center	148	4,890	5,134	5,391	5,660	5,943	6,240
Supv., Construction Inspection	153	5,531	5,807	6,097	6,402	6,722	7,058
Supv., Custodial	145	4,540	4,767	5,005	5,255	5,518	5,794
Supv., Employment Development	149	5,012	5,263	5,526	5,802	6,092	6,396
Supv., Equipment Maintenance	150	5,137	5,394	5,664	5,947	6,244	6,556
Supv., Events	148	4,890	5,134	5,391	5,660	5,943	6,240
Supv., Parks Maintenance	149	5,012	5,263	5,526	5,802	6,092	6,396
Supv., Public Works Maint.	151	5,267	5,530	5,806	6,096	6,401	6,721
Supv., PW Maint.-Tree Maint.	151	5,267	5,530	5,806	6,096	6,401	6,721
Supv., Rehabilitation	151	5,267	5,530	5,806	6,096	6,401	6,721
Supv., Transportation	149	5,012	5,263	5,526	5,802	6,092	6,396
Supv., Warehouse	145	4,540	4,767	5,005	5,255	5,518	5,794



Appendix C
City of Carson
Monthly Salary Schedule
Association of Management Employees (AME)
All Exempt Classifications
Effective July 1, 2013 (No COLA)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Chief Deputy City Clerk	163	7,082	7,436	7,808	8,198	8,608	9,038
Chief Deputy City Treasurer	163	7,082	7,436	7,808	8,198	8,608	9,038
GIS Administrator	161	6,741	7,078	7,432	7,803	8,193	8,603
Mgr., Accounting	163	7,082	7,436	7,808	8,198	8,608	9,038
Mgr., Business Development	171	8,627	9,058	9,511	9,986	10,485	11,009
Mgr., Community Center	163	7,082	7,436	7,808	8,198	8,608	9,038
Mgr., Human Services	164	7,260	7,623	8,004	8,404	8,824	9,265
Mgr., Information Technology	170	8,417	8,838	9,280	9,744	10,231	10,742
Mgr., Public Information	163	7,082	7,436	7,808	8,198	8,608	9,038
Mgr., Public Safety & Community Services	165	7,441	7,813	8,203	8,613	9,043	9,495
Mgr., Public Safety Services	165	7,441	7,813	8,203	8,613	9,043	9,495
Mgr., Public Works Operations	166	7,626	8,007	8,407	8,827	9,268	9,731
Mgr., Purchasing	163	7,082	7,436	7,808	8,198	8,608	9,038
Mgr., Redevelopment	171	8,627	9,058	9,511	9,986	10,485	11,009
Mgr., Revenue	163	7,082	7,436	7,808	8,198	8,608	9,038
Mgr., Storm Water Quality Programs	163	7,082	7,436	7,808	8,198	8,608	9,038
Principal Civil Engineer	170	8,417	8,838	9,280	9,744	10,231	10,742
Superintendent, Landscape & Bldg. Maint.	166	7,626	8,007	8,407	8,827	9,268	9,731
Superintendent, Public Works Maintenance	166	7,626	8,007	8,407	8,827	9,268	9,731
Superintendent, Recreation	166	7,626	8,007	8,407	8,827	9,268	9,731
Traffic Engineer	166	7,626	8,007	8,407	8,827	9,268	9,731



Appendix D
City of Carson
Monthly Salary Schedule
Professional Association
Effective March 15, 2014
Effective March 15, 2014 (6% Salary Increase in lieu of elimination of EMPC)

TITLE	FLSA	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Accountant I	Non-Exempt	242	4,603	4,833	5,074	5,328	5,594	5,873
Accountant II	Non-Exempt	246	5,080	5,334	5,601	5,881	6,175	6,483
Administrative Analyst	Exempt	150	5,445	5,718	6,004	6,304	6,619	6,949
Administrative Specialist	Non-Exempt	144	4,697	4,931	5,178	5,437	5,708	5,993
Assistant Planner	Non-Exempt	146	4,931	5,178	5,437	5,708	5,993	6,293
Associate Civil Engineer	Non-Exempt	156	6,317	6,632	6,964	7,312	7,678	8,061
Associate Planner	Non-Exempt	152	5,722	6,008	6,308	6,623	6,954	7,301
Business Development Analyst	Exempt	154	6,011	6,311	6,627	6,958	7,306	7,670
Civil Engineering Assistant	Non-Exempt	152	5,722	6,008	6,308	6,623	6,954	7,301
Computer Systems Support Technician	Non-Exempt	144	4,697	4,931	5,178	5,437	5,708	5,993
Emergency Preparedness Analyst	Exempt	153	5,863	6,155	6,463	6,786	7,125	7,481
GIS Analyst	Exempt	152	5,722	6,008	6,308	6,623	6,954	7,301
GIS Technician	Non-Exempt	144	4,697	4,931	5,178	5,437	5,708	5,993
Housing Analyst	Exempt	150	5,445	5,718	6,004	6,304	6,619	6,949
Housing Program Manager	Exempt	161	7,145	7,503	7,878	8,271	8,685	9,119
Principal Administrative Analyst	Exempt	154	6,011	6,311	6,627	6,958	7,306	7,670
Public Information Analyst	Exempt	150	5,445	5,718	6,004	6,304	6,619	6,949
Public Safety Specialist	Non-Exempt	144	4,697	4,931	5,178	5,437	5,708	5,993
Public Works Programs Administrator	Exempt	155	6,161	6,468	6,791	7,131	7,487	7,861
Redevelopment Project Analyst	Non-Exempt	152	5,722	6,008	6,308	6,623	6,954	7,301
Redevelopment Project Manager	Non-Exempt	161	7,145	7,503	7,878	8,271	8,685	9,119
Rehab Financial Counselor	Non-Exempt	143	4,580	4,809	5,050	5,302	5,567	5,845
Senior Administrative Analyst	Exempt	152	5,722	6,008	6,308	6,623	6,954	7,301
Senior Administrative Specialist	Non-Exempt	146	4,931	5,178	5,437	5,708	5,993	6,293
Senior Civil Engineer	Exempt	162	7,322	7,688	8,072	8,476	8,900	9,345
Senior Engineering Technician	Non-Exempt	141	4,359	4,576	4,805	5,046	5,298	5,563
Senior Redevelopment Project Manager	Non-Exempt	165	7,887	8,282	8,695	9,130	9,586	10,065
Systems Analyst	Exempt	158	6,635	6,966	7,314	7,680	8,063	8,466
Systems Specialist	Non-Exempt	150	5,445	5,718	6,004	6,304	6,619	6,949
Telecommunications and Systems Analyst	Exempt	155	6,161	6,468	6,791	7,131	7,487	7,861
Web Developer	Non-Exempt	155	6,161	6,468	6,791	7,131	7,487	7,861

Appendix E
City of Carson
Monthly Salary Schedule
Supervisors Association
All Non-Exempt Classifications
Effective March 15, 2014 (6% Salary Increase in lieu of elimination of EMPC)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Program Manager-Comm. Svcs.	150	5,445	5,718	6,004	6,304	6,619	6,949
Recreation Program Manager	157	6,474	6,798	7,137	7,493	7,867	8,261
Senior Accountant	153	5,863	6,155	6,463	6,786	7,125	7,481
Senior Buyer	152	5,722	6,008	6,308	6,623	6,954	7,301
Senior Planner	158	6,635	6,966	7,314	7,680	8,063	8,466
Supv., Building Maintenance	153	5,863	6,155	6,463	6,786	7,125	7,481
Supv., Central Services	145	4,812	5,053	5,305	5,570	5,849	6,142
Supv., Code Enforcement	150	5,445	5,718	6,004	6,304	6,619	6,949
Supv., Community Center	148	5,183	5,442	5,714	6,000	6,300	6,614
Supv., Construction Inspection	153	5,863	6,155	6,463	6,786	7,125	7,481
Supv., Custodial	145	4,812	5,053	5,305	5,570	5,849	6,142
Supv., Employment Development	149	5,313	5,579	5,858	6,150	6,458	6,780
Supv., Equipment Maintenance	150	5,445	5,718	6,004	6,304	6,619	6,949
Supv., Events	148	5,183	5,442	5,714	6,000	6,300	6,614
Supv., Parks Maintenance	149	5,313	5,579	5,858	6,150	6,458	6,780
Supv., Public Works Maint.	151	5,583	5,862	6,154	6,462	6,785	7,124
Supv., PW Maint.-Tree Maint.	151	5,583	5,862	6,154	6,462	6,785	7,124
Supv., Rehabilitation	151	5,583	5,862	6,154	6,462	6,785	7,124
Supv., Transportation Services	156	6,317	6,632	6,964	7,312	7,678	8,061
Supv., Warehouse	145	4,812	5,053	5,305	5,570	5,849	6,142



Appendix F
City of Carson
Monthly Salary Schedule
Association of Management Employees (AME)
All Exempt Classifications
Effective March 15, 2014 (6% Salary Increase in lieu of elimination of EMPC)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Chief Deputy City Clerk	163	7,507	7,882	8,276	8,690	9,124	9,580
Chief Deputy City Treasurer	163	7,507	7,882	8,276	8,690	9,124	9,580
GIS Administrator	161	7,145	7,503	7,878	8,271	8,685	9,119
Mgr., Accounting	163	7,507	7,882	8,276	8,690	9,124	9,580
Mgr., Business Development	171	9,145	9,601	10,082	10,585	11,114	11,670
Mgr., Community Center	163	7,507	7,882	8,276	8,690	9,124	9,580
Mgr., Human Services	164	7,696	8,080	8,484	8,908	9,353	9,821
Mgr., Information Technology	170	8,922	9,368	9,837	10,329	10,845	11,387
Mgr., Public Information	163	7,507	7,882	8,276	8,690	9,124	9,580
Mgr., Public Safety & Community Services	165	7,887	8,282	8,695	9,130	9,586	10,065
Mgr., Public Safety Services	165	7,887	8,282	8,695	9,130	9,586	10,065
Mgr., Public Works Operations	166	8,084	8,487	8,911	9,357	9,824	10,315
Mgr., Purchasing	163	7,507	7,882	8,276	8,690	9,124	9,580
Mgr., Redevelopment	171	9,145	9,601	10,082	10,585	11,114	11,670
Mgr., Revenue	163	7,507	7,882	8,276	8,690	9,124	9,580
Mgr., Storm Water Quality Programs	163	7,507	7,882	8,276	8,690	9,124	9,580
Principal Civil Engineer	170	8,922	9,368	9,837	10,329	10,845	11,387
Superintendent, Landscape & Bldg. Maintenance	166	8,084	8,487	8,911	9,357	9,824	10,315
Superintendent, Public Works Maintenance	166	8,084	8,487	8,911	9,357	9,824	10,315
Superintendent, Recreation	166	8,084	8,487	8,911	9,357	9,824	10,315
Traffic Engineer	166	8,084	8,487	8,911	9,357	9,824	10,315

Appendix G
City of Carson
Monthly Salary Schedule
Professional Association
Effective June 21, 2014
(2.5% COLA)

TITLE	FLSA	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Accountant I	Non-Exempt	242	4,718	4,953	5,201	5,461	5,733	6,020
Accountant II	Non-Exempt	246	5,207	5,467	5,741	6,028	6,329	6,645
Administrative Analyst	Exempt	150	5,581	5,861	6,154	6,461	6,784	7,123
Administrative Specialist	Non-Exempt	144	4,814	5,054	5,308	5,573	5,851	6,143
Assistant Planner	Non-Exempt	146	5,054	5,308	5,573	5,851	6,143	6,451
Associate Civil Engineer	Non-Exempt	156	6,474	6,798	7,138	7,495	7,870	8,263
Associate Planner	Non-Exempt	152	5,865	6,158	6,466	6,788	7,127	7,484
Business Development Analyst	Exempt	154	6,162	6,469	6,793	7,132	7,488	7,862
Civil Engineering Assistant	Non-Exempt	152	5,865	6,158	6,466	6,788	7,127	7,484
Computer Systems Support Technician	Non-Exempt	144	4,814	5,054	5,308	5,573	5,851	6,143
Emergency Preparedness Analyst	Exempt	153	6,009	6,309	6,624	6,956	7,303	7,669
GIS Analyst	Exempt	152	5,865	6,158	6,466	6,788	7,127	7,484
GIS Technician	Non-Exempt	144	4,814	5,054	5,308	5,573	5,851	6,143
Housing Analyst	Exempt	150	5,581	5,861	6,154	6,461	6,784	7,123
Housing Program Manager	Exempt	161	7,324	7,690	8,075	8,478	8,902	9,347
Principal Administrative Analyst	Exempt	154	6,162	6,469	6,793	7,132	7,488	7,862
Public Information Analyst	Exempt	150	5,581	5,861	6,154	6,461	6,784	7,123
Public Safety Specialist	Non-Exempt	144	4,814	5,054	5,308	5,573	5,851	6,143
Public Works Programs Administrator	Exempt	155	6,315	6,630	6,961	7,309	7,674	8,057
Redevelopment Project Analyst	Non-Exempt	152	5,865	6,158	6,466	6,788	7,127	7,484
Redevelopment Project Manager	Non-Exempt	161	7,324	7,690	8,075	8,478	8,902	9,347
Rehab Financial Counselor	Non-Exempt	143	4,695	4,929	5,176	5,435	5,706	5,991
Senior Administrative Analyst	Exempt	152	5,865	6,158	6,466	6,788	7,127	7,484
Senior Administrative Specialist	Non-Exempt	146	5,054	5,308	5,573	5,851	6,143	6,451
Senior Civil Engineer	Exempt	162	7,506	7,880	8,274	8,688	9,122	9,579
Senior Engineering Technician	Non-Exempt	141	4,468	4,690	4,925	5,172	5,430	5,702
Senior Redevelopment Project Manager	Non-Exempt	165	8,085	8,489	8,913	9,358	9,825	10,316
Systems Analyst	Exempt	158	6,800	7,140	7,497	7,872	8,265	8,678
Systems Specialist	Non-Exempt	150	5,581	5,861	6,154	6,461	6,784	7,123
Telecommunications and Systems Analyst	Exempt	155	6,315	6,630	6,961	7,309	7,674	8,057
Web Developer	Non-Exempt	155	6,315	6,630	6,961	7,309	7,674	8,057



Appendix H
City of Carson
Monthly Salary Schedule
Supervisors Association
All Non-Exempt Classifications
Effective June 21, 2014 (2.5% COLA)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Program Manager-Comm. Svcs.	150	5,581	5,861	6,154	6,461	6,784	7,123
Recreation Program Manager	157a	6,647	6,977	7,324	7,688	8,071	8,472
Senior Accountant	153	6,009	6,309	6,624	6,956	7,303	7,669
Senior Buyer	151	5,723	6,008	6,308	6,623	6,955	7,302
Senior Planner	158	6,800	7,140	7,497	7,872	8,265	8,678
Supv., Building Maintenance	153a	6,026	6,325	6,639	6,970	7,315	7,679
Supv., Central Services	145	4,933	5,179	5,438	5,710	5,995	6,295
Supv., Code Enforcement	150a	5,599	5,877	6,169	6,475	6,797	7,135
Supv., Community Center	148	5,313	5,578	5,857	6,150	6,457	6,780
Supv., Construction Inspection	153a	6,026	6,325	6,639	6,970	7,315	7,679
Supv., Custodial	145	4,933	5,179	5,438	5,710	5,995	6,295
Supv., Employment Development	149a	5,465	5,736	6,021	6,319	6,633	6,962
Supv., Equipment Maintenance	150	5,581	5,861	6,154	6,461	6,784	7,123
Supv., Events	148	5,313	5,578	5,857	6,150	6,457	6,780
Supv., Parks Maintenance	149	5,446	5,718	6,004	6,304	6,619	6,949
Supv., Public Works Maint.	151	5,723	6,008	6,308	6,623	6,955	7,302
Supv., PW Maint.-Tree Maint.	151	5,723	6,008	6,308	6,623	6,955	7,302
Supv., Rehabilitation	151	5,723	6,008	6,308	6,623	6,955	7,302
Supv., Transportation Services	156	6,474	6,798	7,138	7,495	7,870	8,263
Supv., Warehouse	145	4,933	5,179	5,438	5,710	5,995	6,295



Appendix I
City of Carson
Monthly Salary Schedule
Association of Management Employees
All Exempt Classifications
Effective June 21, 2014 (2.5% COLA)

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
GIS Administrator	161	7,324	7,690	8,075	8,478	8,902	9,347
Chief Deputy City Clerk	163	7,695	8,079	8,483	8,907	9,353	9,820
Chief Deputy City Treasurer	163	7,695	8,079	8,483	8,907	9,353	9,820
Mgr., Accounting	163	7,695	8,079	8,483	8,907	9,353	9,820
Mgr., Community Center	163	7,695	8,079	8,483	8,907	9,353	9,820
Mgr., Public Information	163	7,695	8,079	8,483	8,907	9,353	9,820
Mgr., Purchasing	163	7,695	8,079	8,483	8,907	9,353	9,820
Mgr., Revenue	163	7,695	8,079	8,483	8,907	9,353	9,820
Mgr., Storm Water Quality Programs	163	7,695	8,079	8,483	8,907	9,353	9,820
Mgr., Transportation Services	163	7,695	8,079	8,483	8,907	9,353	9,820
Mgr., Human Services	164	7,888	8,282	8,696	9,131	9,587	10,066
Mgr., Public Safety & Community Services	165	8,085	8,489	8,913	9,358	9,825	10,316
Mgr., Public Safety Services	165	8,085	8,489	8,913	9,358	9,825	10,316
Mgr., Public Works Operations	166	8,286	8,700	9,134	9,591	10,070	10,573
Superintendent, Landscape & Bldg. Maint.	166	8,286	8,700	9,134	9,591	10,070	10,573
Superintendent, Public Works Maintenance	166	8,286	8,700	9,134	9,591	10,070	10,573
Superintendent, Recreation	166	8,286	8,700	9,134	9,591	10,070	10,573
Traffic Engineer	166	8,286	8,700	9,134	9,591	10,070	10,573
Mgr., Housing & Neighborhood Development	169	8,923	9,369	9,837	10,329	10,845	11,388
Mgr., Information Technology	170	9,145	9,602	10,083	10,587	11,116	11,671
Principal Civil Engineer	170	9,145	9,602	10,083	10,587	11,116	11,671
Mgr., Business Development	171	9,373	9,842	10,334	10,850	11,392	11,961
Mgr. Planning	171	9,373	9,842	10,334	10,850	11,392	11,961
Mgr., Redevelopment	171	9,373	9,842	10,334	10,850	11,392	11,961

