

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CARSON

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME) UNION, COUNCIL 36,
LOCAL 809,
FOR THE UNCLASSIFIED PART-TIME EMPLOYEES
BARGAINING UNIT OF THE CITY OF CARSON**

JULY 1, 2013 THROUGH JUNE 30, 2017

RESOLUTION NO. 16-041

APPROVED MAY 17, 2016

ATTACHMENT 2

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - RECOGNITION	1
ARTICLE II - SALARIES & COMPENSATION	1
Section 1. Salaries.....	1
Section 2. Step Increases & New Salary Range	1
Section 3. Holiday Pay	2
Section 4. Class A and B Driver's License Pay.....	3
Section 5. Bilingual Usage Pay	3
Section 6. Acting Duty Assignment	4
Section 7. Mileage Reimbursement	5
ARTICLE III - MEDICAL AND RETIREMENT BENEFITS	5
Section 1. Health Insurance Benefits.....	5
Section 2. Sick Leave Mandated By Healthy Workplace Healthy Family Act of 2014	5
Section 3. Retirement Benefits	6
ARTICLE IV - MISCELLANEOUS BENEFITS	9
Section 1. Uniforms	9
Section 2. Safety Shoes.....	9
Section 3. Service Award Program.....	10
ARTICLE V - SAFETY RULES	10
Section 1. General Safety Rules	10
Section 2. First Aid Kits	10
ARTICLE VI - GRIEVANCE PROCEDURE	10
Section 1. Grievance Defined	10
Section 2. Grievance Steps	10
Section 3. Grievance Process.....	10
ARTICLE VII - CITY RIGHTS.....	11
Section 1. Exclusive City Rights And Authority.....	11
Section 2. Concerted Refusal To Work	12
ARTICLE VIII - UNION RIGHTS	13
Section 1. Bulletin Boards	13

Section 2.	Release Time	13
Section 3.	Right to Representation	14
Section 4.	Personnel File	14
Section 5.	Unit Member Performance Evaluations	14
Section 6.	Dues Deductions	14
Section 7.	Agency Shop.....	14
Section 8.	Recruitments	15
ARTICLE IX - EMPLOYEE STATUS		15
ARTICLE X - REOPENERS		15
ARTICLE XI - DRAFTING PROVISIONS		16
Section 1.	Savings Clause.....	16
Section 2.	Full Understanding	16
Section 3.	Joint Drafting	16
Section 4.	Modification	16
ARTICLE XII - CITY COUNCIL APPROVAL		16
ATTACHMENT 1 Salary Schedule – Effective May 28, 2016		18
ATTACHMENT 2 Salary Schedule – Effective May 28, 2016		19

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 bargaining agent for City employees in the "Unclassified Part-Time" bargaining unit (hereinafter "Unit") in all matters concerning wages, hours and working conditions.

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 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.

ARTICLE II

SALARIES & COMPENSATION

Section 1. Salaries

- 1.1 FY 2013/14: No cost of living adjustment (COLA).
- 1.2 FY 2014/15: No cost of living adjustment (COLA).
- 1.3 FY 2015/16: The City shall provide certain agreed upon salary equity adjustments as reflected in the Salary Table in Attachment 1 and a 1.4% cost of living adjustment (COLA) for all Unit members as adjusted and reflected in the second Salary Table in Attachment 2. Salary Table in attachment 2 shall be the final salary table to be implemented and made effective May 28, 2016, after City Council approval.
- 1.4 FY 2016/17: No cost of living adjustment (COLA).

Section 2. Step Increases & New Salary Range

- 2.1 Step increases are based on satisfactory performance, attendance, and punctuality and shall be effective on the first day of the pay period closest to the effective date. If a step increase is processed late, the City agrees to pay it retroactively.
- 2.2 Effective January 1, 2013, as the result of a grievance settlement agreement between the City and AFSCME, the City's part-time salary ranges shall consist of six (6) steps (A-F) which require the minimum number of hours in the preceding step as set forth in the following table before eligibility to the next step:

Step "A"	Step "B"	Step "C"	Step "D"	Step "E"	Step "F"
Date of Appointment	1,040 hours paid at Step "A"	1,040 hours paid at Step "B"	2,080 hours paid at Step "C"	2,080 hours paid at Step "D"	2,080 hours paid at Step "E"

- 2.3 When a Unit member is appointed to a classification within the Unit that has a higher salary range, the Unit member will be advanced to the first step on the new salary range that provides at least a five percent (5%) increase above the Unit member's prevailing pay rate in their prior classification.

Section 3. Holiday Pay

- 3.1 Effective calendar year 2012, Unit members will receive five (5) hours of holiday pay for each of the following holidays: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day. Unit members will receive holiday pay only if they are scheduled to work during the pay period in which the holiday falls.

- a. The City reserves the right to schedule Unit members to work holidays in order to keep City facilities open for operation, provide City services, or in the event of an emergency.
- b. Unit members required to work on a holiday will receive holiday pay, at their prevailing pay rate, regardless of number of hours worked. For example, if a Unit member works four (4) hours on a holiday, they will be compensated at their prevailing pay rate for those four (4) hours, plus they will receive five (5) hours of holiday pay at their prevailing pay rate. If a Unit member works six (6) hours on a holiday, they will be compensated at their prevailing pay rate for those six (6) hours, plus they will receive five (5) hours of holiday pay at their prevailing pay rate.

- 3.2 If the Mayor declares a holiday and the City facility you work at is closed:

- a. Unit members will receive holiday pay for the number of hours that they were scheduled to work on that day, prior to the declaration of the holiday, but could not work due to the closing of the facility at which they work. While there are many varying part-time schedules, the intent of the parties is that Unit members will get holiday pay for any hours not worked from the time the facility closed through the end of their scheduled work shift. For example, if a Unit member is normally scheduled to work at City Hall on Thursdays from 10:00 a.m. to 4:00 p.m. and City Hall closes at 12:00 p.m. due to a declared holiday, the Unit member would be paid two (2) hours of regular pay (10:00 a.m. to 12:00 p.m.) plus four (4) hours of holiday pay (12:00 p.m. to 4:00 p.m.), for a total of six (6) hours.

- b. Unit members not scheduled to work on the day declared a holiday will not receive holiday pay.
- 3.3 If the Mayor declares a holiday and the City facility you work at is not closed:
- a. Unit members required to work on a day declared to be a holiday will receive holiday pay for the number of hours worked during the time the declared holiday is in effect. For example, if the Mayor declares a half-day holiday (5 hours) beginning at 12:00 p.m. and a Unit member works four (4) hours that day from 8:00 a.m. to 12:00 p.m., they will be compensated for those four (4) hours; no holiday pay will be paid. However, if the Unit member works from 8:00 a.m. to 2:00 p.m. (presuming a ½ hour lunch period is taken), they will be paid for five and one half (5½) hours of regular pay (8:00 a.m. to 2:00 p.m.) plus two (2) hours of holiday pay (12:00 p.m. to 2:00 p.m.), for a total of seven and one half (7½) hours. Or, if the Mayor declares a half-day holiday (5 hours) beginning at 12:00 p.m. and a Unit member works eight (8) hours from 10:00 a.m. to 6:30 p.m. (presuming a ½ hour lunch period is taken), they will be paid eight (8) hours of regular pay (10:00 a.m. to 6:30 p.m.) plus five (5) hours of holiday pay (1:00 p.m. to 6:00 p.m.), for a total of thirteen (13) hours.
 - b. Unit members not scheduled to work on the day declared a holiday will not receive holiday pay.

Section 4. Class A and B Driver's License Pay

Those Unit members required by their classification to have a Class A or B license will receive an additional five percent (5%) per month.

Section 5. Bilingual Usage Pay

- 5.1 Those Unit members who work an average of twenty (20) hours or more per week throughout the fiscal year, and are required to use this skill in the course of their job, will receive thirty-five dollars (\$35.00) per month.
- 5.2 The City Manager, his or her designee, or the Director of Human Resources and Risk Management, may authorize compensation to a Unit member for using bilingual skills during the course and scope of work upon receipt of a written justification from the Unit member's Director or Division Manager. Unit members required to use bilingual skills during the course and scope of work may petition for bilingual pay by submitting written justification, approved by the Director, to the Director of Human Resources and Risk Management.

- 5.3 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. No Unit member may qualify for more than one “second” language or more than one usage pay at any given time.

Section 6. Acting Duty Assignment

- 6.1 The City Manager, his/her designee, and/or a Unit member’s Director may temporarily appoint a Unit member to an “acting” duty assignment to perform the duties of a full-time position in the City that is anticipated to be vacant for at least one week. If the full-time position is anticipated to be vacant for at least 60 days, the City Manager, his/her designee, and/or the Unit member’s Director may consider rotating the acting assignment on a 30-day basis.
- 6.2 A Unit member may serve in acting duty status only until such time as the City makes a regular appointment to the new or vacant classification or until such time as the incumbent employee returns to work.
- 6.3 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 (5%) percent more than the Unit member’s prevailing pay rate immediately prior to acquiring acting duty status. However, a Unit member shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.
- 6.4 While serving in acting duty status, the Unit member shall continue to be eligible to receive any pay adjustments, advancements and fringe benefit increases granted to the Unit member’s part-time 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 subsection 6.3 above.
- 6.5 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 for the full-time acting position). A Unit member in an acting duty appointment shall not receive leave and holiday pay at the acting rate. The acting rate will only be paid for actual hours worked by the Unit member in the acting duty appointment.
- 6.6 A Unit member has the right to refuse any acting duty assignment but such refusal must be in writing.

- 6.7 A Unit member appointed to acting duty status can discontinue the acting duty assignment by notifying the immediate supervisor in writing two (2) days in advance of the Unit member's intention to return to regular status.
- 6.8 A Unit member may be removed from acting duty status at any time, at the discretion of the City Manager, his/her designee, or the Unit member's Director.
- 6.9 During the time that a Unit member serves in an acting duty status, the Unit member shall remain an unclassified part-time employee, serving in an at-will capacity with the City, and as such shall not be entitled to any rights, benefits, notice and/or appeal procedures of full-time employees of the City except as otherwise expressly provided for by this MOU.

Section 7. Mileage Reimbursement

Unit members shall be entitled to mileage reimbursement for use of their personal automobile for official City business at the current IRS rate, as adjusted periodically.

**ARTICLE III
MEDICAL AND RETIREMENT BENEFITS**

Section 1. Health Insurance Benefits

- 1.1 The City shall pay the required monthly minimum towards the monthly health insurance premium for Unit members who are enrolled in CalPERS retirement and who elect to participate in the City's health insurance plans.
- 1.2 For those unit members who have eight (8) years or more of consecutive service with the City and currently working 1,000 hours or more per fiscal year, the City will provide an optional benefit package (medical and vision) and, effective May 28, 2016, the City will provide an additional three hundred and fourteen dollars (\$314.00) per month to be used toward these optional benefits. The Unit member shall not be entitled to receive any of these monies not used for the optional benefits.

Section 2. Sick Leave Mandated By Healthy Workplace Healthy Family Act of 2014

Unit members shall be provided paid sick leave in accordance with the Healthy Workplace Healthy Family Act of 2014 and in the manner established by City of Carson Resolution No. 16-046 amending Resolution No. 15-093, which established paid sick leave to part-time and temporary City employees. Paid sick leave shall be provided to Unit members as follows:

- a. Paid sick leave shall accrue at the rate of one (1) hour for each 30 hours worked to a maximum of 24 hours per year.

- b. Unused sick leave accrual shall be carried over annually, subject to a 48 hour limit. Unit members later appointed to full-time positions will be allowed to carry over their accrued sick leave to their new position.
- c. Unit members shall be entitled to use accrued paid sick time beginning on the 90th day of employment, defined as the number of days worked.
- d. Unit members who have not worked in a 12 month period shall be considered a new employee for purposes of sick leave accrual and usage.
- e. Unit members who have separated from City employment and rehired within 12 months shall have their sick leave reinstated. Employees shall not be paid for accrued sick leave balance at separation.
- f. Paid sick leave shall be taken in increments of not less than one (1) hour.
- g. Calculation of paid sick leave for non-exempt Unit members shall be calculated in the same manner as the regular rate of pay for the workweek in which the Unit member uses paid sick time, whether or not the Unit member actually works overtime in that workweek OR by dividing the Unit member's total wages, not including overtime premium pay, by the Unit member's total hours worked in the full pay periods of the prior 90 days of employment.
- h. Calculation of paid sick leave for exempt Unit members shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.
- i. Retired annuitants of a public agency are not eligible for this benefit.
- j. Paid sick leave benefits have been effective since July 1, 2015, and shall remain in effect until modified, terminated, or rescinded by subsequent Resolution of the City Council, or by changes to applicable state or federal law.

Section 3. Retirement Benefits

- 3.1 Pursuant to Government Code §§ 53216 et seq., the City participates in the Public Agency Retirement System (PARS) retirement plan. The City's participation in PARS may be in addition to, and not necessarily in lieu of, the City's participation in the California Public Employees' Retirement System (CalPERS), as addressed in the following subsections. All payments to PARS are made solely by the Unit member, with no City match or contribution.
- 3.2 Pursuant to Government Code §§ 53216 et seq., the City is also a contracting agency of CalPERS. Unit member eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS

heretofore approved by the City Council. Unit members may, in some instances, be eligible for CalPERS retirement, and where eligible, shall be enrolled in CalPERS by the City. Unit members enrolled in CalPERS shall be responsible for paying the employee's contribution for CalPERS enrollment and shall do so by means of a payroll deduction.

- 3.3 Provided that PARS and CalPERS allow joint or concurrent enrollment in both programs, Unit members age forty years or older at the time of the signing of this MOU who are eligible for enrollment or are enrolled in a CalPERS retirement plan may, at their sole discretion, continue to pay into PARS. Such choice would mean that the Unit member would be paying into two separate retirement plans, at the Unit member's cost.
- 3.4 For those Unit members entering CalPERS membership before the effective date (May 6, 2011) 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 provision 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 allowing Full-Time employees, who were previously Part-Time employees, the ability to purchase service time for part-time hours previously worked. This benefit shall be at no cost to the City and the full cost shall be completely paid by the Unit member from their own sources, which may include, but are not limited to, a rollover of the Unit member's PARS monies, a transfer from the Unit member's deferred compensation account, or Unit member-paid payroll deductions.
 - e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.
- 3.5 For those Unit members entering CalPERS membership on or after the effective date (May 6, 2011) of the CalPERS contract amendment providing for a tiered retirement benefit, 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 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 allowing Full-Time employees, who were previously Part-Time employees, the ability to purchase service time for part-time hours previously worked. These benefits shall be at no cost to the City and the full cost shall be completely paid by the Unit member from their own sources, which may include, but are not limited to, a rollover of the Unit member's PARS monies, a transfer from the Unit member's deferred compensation account, or Unit member-paid payroll deductions.
- e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

3.6 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.

3.7 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 allowing Full-Time employees, who were previously Part-Time employees, the ability to purchase service time for part-time hours previously worked. These benefits shall be at no cost to the City and the full cost shall be completely paid by the Unit member from their own sources, which may include, but are not limited to, a rollover of the Unit member's

PARS monies, a transfer from the Unit member's deferred compensation account, or Unit member-paid payroll deductions.

- d. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

ARTICLE IV
MISCELLANEOUS BENEFITS

Section 1. Uniforms

The City will provide uniforms to the designated classifications below as follows:

- 1.1 Recreation staff (Recreation Assistant III, Recreation Assistant IV, Recreation Specialist, and Assistant Recreation Center Supervisor) – five (5) polo shirts or t-shirts (as determined by the City); four (4) pairs of Bermuda shorts or pants, per fiscal year; and one jacket per fiscal year (if requested by the eligible Unit member).
- 1.2 Bus Driver – five (5) short-sleeved or long-sleeved buttoned-down shirts (any combination, at the choice of the Unit member), and four (4) pants, per fiscal year.
- 1.3 Maintenance Staff (Senior Maintenance Aide, Maintenance Aide, Utility Worker I, and Utility Worker II) – five (5) t-shirts or polo shirts (as determined by the City), four (4) pants, and one (1) jacket per fiscal year.
- 1.4 Custodians – five (5) shirts, four (4) pants and one (1) jacket, per fiscal year.
- 1.5 Storekeeper – seven (7) shirts, seven (7) pants per fiscal year and one (1) jacket, per fiscal year (if requested by the eligible Unit member).
- 1.6 All uniform items will be provided by the City, using a vendor of the City's choice. The City reserves the right to change vendors depending on cost and need. Pants shall be slack pants or docker-style pants. Shorts shall be docker-style shorts. Jeans and other denim pants and shorts, and sweat pants or athletic warm-up suits are not permitted.

Section 2. Safety Shoes

The City agrees to provide one pair of safety shoes per fiscal year, from a vendor selected by the City, to Unit members in the classifications listed below. The City reserves the right to change vendors depending on need and cost. Style and cost shall be determined by the City, based on safety issues and nature of job duties.

Utility Worker I	Senior Maintenance Aide	Bus Driver
Utility Worker II	Maintenance Aide	
Storekeeper	Custodian	

Section 3. Service Award Program

City to acknowledge Unit members who reach 5, 10, 15, 20, + years of City service.
City to decide how to implement this program during term of this MOU.

**ARTICLE V
SAFETY RULES**

Section 1. General Safety Rules

The City will strive to provide safe and healthy working conditions for all Unit members.

Section 2. First Aid Kits

The City will ensure that first aid kits are available at all City facilities.

**ARTICLE VI
GRIEVANCE PROCEDURE**

Section 1. Grievance Defined

Definition: A grievance is a complaint that there has been a violation of this MOU. Unit members shall also be entitled to grieve disciplinary actions, up to and including termination from employment. The Unit member, and/or a designated AFSCME Local 809 representative, bringing such a claim shall state how the violation affects their wages, hours, working conditions, or job security as provided in this MOU. A grievance shall be reduced to writing for Steps 2 and 3 of the process set forth below.

Section 2. Grievance Steps

- 2.1 Step 1: Supervisor's Level - Discussion between the Unit member, and/or a designated AFSCME Local 809 representative, and the supervisor.
- 2.2 Step 2: Workgroup Level - Discussion between the Unit member, and/or a designated AFSCME Local 809 representative, and the Director.
- 2.3 Step 3: City Manager's Level - Discussion between the Unit member, and/or a designated AFSCME Local 809 representative, and the City Manager.

Section 3. Grievance Process

- 3.1 Grievances shall be initially presented to the City at Step 1 by AFSCME within fifteen (15) calendar days from the occurrence of the dispute.
- 3.2 No grievance shall remain unresolved at any step for longer than ten (10) calendar days; after ten (10) calendar days, AFSCME shall have the right to

take such grievance to the next step. Any grievance not responded to in ten (10) calendar days by the City shall be deemed to have been denied. An unresolved grievance not moved to the next step shall be considered untimely after twenty (20) calendar days.

- 3.3 There shall not be reprisals of any kind against the grievant(s) or participants in the grievance process.
- 3.4 If the decision of the City Manager does not resolve the grievance to AFSCME's satisfaction, AFSCME or the Unit member may sue for redress of grievance.
- 3.5 Any deadline set forth in this Article may be extended by mutual agreement of the parties involved which must be confirmed in writing by both parties.

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 following list of City rights, which are representative, but not intended to be all inclusive or exhaustive, shall be within the exclusive authority of the City as they involve the consideration of the merits, necessity, or organization of City services or activities. Accordingly, the City shall have the exclusive authority and right to:

- 1.1 Determine issues of public policy;
- 1.2 Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;
- 1.3 Expand or diminish services;
- 1.4 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;
- 1.5 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, including but expressly not limited to, determine work schedules, the hours of work, the quantity of hours to be worked, and the assignment to work sites;
- 1.6 Determine job classifications;

- 1.7 Appoint, transfer, promote, demote, and lay off Unit members for lack of work or other appropriate reasons;
- 1.8 Initiate disciplinary action;
- 1.9 Determine policies, procedures, and standards for selection, training and promotion of Unit members;
- 1.10 Establish Unit member performance standards, including but not limited to quality and quantity standards;
- 1.11 Maintain the efficiency of governmental operations;
- 1.12 Exercise complete control and discretion over its organization, and the technology of performing its work and services;
- 1.13 Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and
- 1.14 Determine any and all necessary actions to carry out its mission in emergencies.

The exclusive decision making authority of the City and the management on matters involving City rights and authority shall not be in any way, directly or indirectly, subject to the grievance procedure. The Unit member may, however, 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, 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 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 Union 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 employees of the City or any picketing or other 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 VIII **UNION RIGHTS**

Section 1. Bulletin Boards

AFSCME shall have the right to post on existing City bulletin boards located in:

- a. City Hall;
- b. Community Center;
- c. All Parks;
- d. Sports Complex; and
- e. Boxing Center.

Section 2. Release Time

- 2.1 Upon advance notice and unless the Unit member's use of release time interferes with workgroup operations, the immediate supervisor(s) shall permit a Unit member to use one (1) hour of release time as time off work with pay in order to prepare a grievance.
- 2.2 The AFSCME Executive Board may include two members of this Unclassified Part-Time bargaining unit. These two members shall be authorized to use up to three (3) non-cumulative hours per month of release time, as follows:
 - a. To attend the monthly Part-Time Executive Board meeting, and/or
 - b. To attend the monthly Part-Time membership meeting, and/or
 - c. To assist a Unit member with the preparation of a grievance, and/or
 - d. To perform other Union-related duties.
- 2.3 These two members shall be authorized to use additional release time for:
 - a. Grievance discussions in accordance with Article VI, Section 2, and/or
 - b. Labor negotiations or labor/management meetings.
- 2.3 In order for release time to be granted for the matters described above, the time spent on those matters must have been within the Unit members normal work shift.

Section 3. Right to Representation

The City recognizes the Unit member's right to representation by a designated AFSCME Local 809 representative at such time as the City contemplates disciplinary action or any time thereafter.

Section 4. Personnel File

A Unit member is entitled to review the content of her/his Personnel file. An AFSCME representative may assist such Unit member in reviewing the file.

Section 5. Unit Member Performance Evaluations

Unit members will receive a written performance evaluation at least once during each calendar year.

Section 6. Dues Deductions

Upon receipt of an authorization card, membership dues of AFSCME members shall be deducted by the City from the paycheck of the member. Dues so deducted shall be remitted to AFSCME in a timely manner.

Section 7. Agency Shop

- 7.1 Agency shop shall be in effect for all Unit members. The parties shall comply with all relevant statutory and case law on this matter. In the event of bona-fide religious objections, the City Council shall select the charity, except that in no event shall the "charity" be a non-profit organization which systematically opposes unions or promotes social issues not generally accepted by the general public.
- 7.2 As a condition of employment, all members of the bargaining unit represented by AFSCME shall become a member of AFSCME or pay the agency shop fee as set by AFSCME. The agency shop fee shall not be higher than membership dues. Unit members new to the City (or new to this bargaining unit) shall, within ninety (90) calendar days of the date of hire, become a member of AFSCME or commence payment of the agency shop fee.
- 7.3 In regard to the agency shop fee, the non-member may either pay such fee directly to AFSCME or authorize in writing the City to pay such fee through payroll deductions. If a non-member does not pay such fee through payroll deduction or pay AFSCME directly, the City shall withhold such fee without authorization and pay such fee promptly to AFSCME.
- 7.4 The City shall distinguish fees from dues when transmitting same to AFSCME.

- 7.5 The union agrees to cooperate with the City in furnishing the City any information needed to enforce this section.
- 7.6 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.

Section 8. Recruitments

- 8.1 When a vacancy exists in the competitive service for an entry-level position, or a closed promotional recruitment has not filled a vacancy, the Human Resources Department shall, with the approval of the appointing authority, post a notice of examination (job announcement) open to current part-time and temporary employees only (internal recruitment). Part-time and temporary employees must have been employed for a minimum of six (6) months by the time the recruitment announcement closes. An internal employment list shall be prepared after an examination is administered to qualified part-time and temporary employee applicants. Unit members shall also have those rights afforded by Rule V, Section 6 of the City's Personnel Rules.
- 8.2 For internal and open recruitments, the City shall post a notice of these openings on City bulletin boards at the locations specified in Section 1.1 of this Article.

ARTICLE IX
EMPLOYEE STATUS

Unit members remain at-will employees and are not afforded any rights, benefits, notice and/or appeal procedures afforded full-time employees except as expressly provided herein, but instead may be discharged by the Unit member's Director or the appointing authority (as defined in the Carson Municipal Code) at any time with or without notice or cause. In addition, Unit members as part-time employees are not guaranteed any specific number of hours per day or week and work those hours determined by the City as necessary to its functions in its sole discretion. In turn, all Unit members subject to this MOU are entitled to end their employment relationship with the City at any time, with or without notice or cause. No provision of this MOU shall be deemed to confer upon any Unit members any property rights in employment. All Unit members serve at the pleasure of the City Manager.

ARTICLE X
REOPENERS

The parties do specifically agree to reopen the meet and confer process during the term of this MOU to discuss changes to the acting duty assignments process (Article II, Section 6), if the Union can demonstrate documented problems or conflicts which have arisen during the term of this MOU

related to acting duty assignments. This reopener is not contingent upon the execution of any successor MOU and no successor MOU is contingent upon agreement on this reopener.

ARTICLE XI
DRAFTING PROVISIONS

Section 1. Savings Clause

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. 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.

Section 3. 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 4. Modification

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

ARTICLE XII
CITY COUNCIL APPROVAL

The Employee Relations Officer of the City and the Union have met and conferred in good faith on wages, hours and other terms and conditions of employment for the employees represented by the Union and have reached agreements which are set forth in this MOU. This MOU constitutes a mutual recommendation by the City Manager, the City's negotiators and the Union, after ratification by 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 shall be for the period commencing July 1, 2013, and terminating at midnight, June 30, 2017; provided, however, that

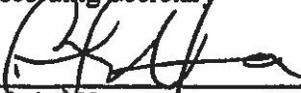
specific sections of this MOU may have earlier or later effective dates as specified herein. This MOU is of no force or effect unless or until ratified and approved by a resolution of the City Council. Negotiations for a successor agreement shall begin no later than March 1, 2017.

IT IS SO AGREED:

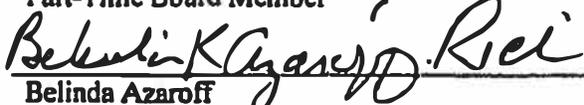
AFSCME LOCAL 809



Nancy Rusas
Recording Secretary



Cristina Herrera
Part-Time Board Member



Belinda Azaroff
Part-Time Board Member



Terry Banes
Unit Member

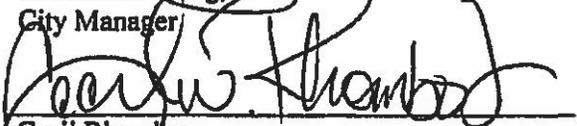


Bob Adams
Business Rep. Counsel 36

CITY OF CARSON



Kenneth Farfing,
City Manager



Cecil Rhambo
Assistant City Manager



Gail McMahon
Director of HR/Risk Mgmt.



Elvia Parra,
Senior Human Resources Analyst



Colin J. Tanner
Chief Negotiator/Deputy City Attorney