



**TENTATIVE AGREEMENT**  
**Per California Government Code Section 3505.1**

**Between**  
**the City of Carson and**  
**the American Federation Of State, County, And Municipal Employees Union, Council 36,**  
**Local 809, Representing the Unclassified Part-Time Employees Bargaining Unit**

**October 28, 2021**

The previous Memorandum of Understanding (“MOU”) between the City of Carson (“City”) and the American Federation Of State, County, And Municipal Employees Union, Council 36, Local 809, (“Union” or “AFSCME”) representing the Unclassified Part-Time Employees Bargaining Unit expired on June 30, 2017 (“AFSCME MOU 2013-17”). (Attachment 1.) The City and Union representatives have not met to negotiate a successor AFSCME 809 Part-Time MOU. However, the parties recently reached an agreement on updated salary tables for represented part-time employees in response to an Unfair Practice Charge filed by AFSCME 809 with the Public Employment Relations Board, which will eventually be part of any successor AFSCME 809 Part-Time MOU. Section 36506 of the California Government Code requires that the City Council fix the compensation of all appointive officers and employees by resolution or ordinance. Accordingly, this Tentative Agreement is intended to amend and restate the salary tables for the “Unclassified Part-Time” employees bargaining unit retroactively for the period January 1, 2020 through and including December 31, 2022 for City employees still employed by the City as of November 3, 2021. This Tentative Agreement shall not become effective until accepted, approved, and adopted by the City of Carson by resolution of the City Council per California Government Code Section 36506 and per California Government Code Section 3505.1, the latter of which provides:

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

All terms and conditions of the prior AFSCME MOU 2013-17 shall be maintained unless expressly modified or changed herein or otherwise negotiated between the parties until a successor AFSCME 809 Part-Time MOU is accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

1. Salaries and Compensation: Update Article II, Section 1 as follows:

1.3 Replace outdated existing language with the following contingencies:

The City shall provide certain agreed upon salary equity adjustments as reflected in the Salary Tables in Attachments 1, 2 and 3 for part-time represented unit members.

Any Local 809 part-time represented employee who has left the City's employment and/or is not on payroll at the time of City Council approval of Resolution No. 21-149 implementing the Settlement Agreement shall not be entitled to any retroactive payment as a result of City Council's approval of the retroactive 2020 and 2021 salary schedules. Employees that served in a Local 809-represented part-time classification after January 1, 2020 and at some point received a promotion out of the part-time bargaining unit shall be entitled to any applicable retroactive pay from January 1, 2020 up to the day prior to the effective date of said employee's new role, if still actively employed by the City at the time of City Council approval of this Settlement Agreement

Salary Tables in Attachments 1, 2 and 3 shall be the final salary tables to be implemented and made effective November 3, 2021 after City Council approval as follows –

- a. AFSCME Local 809 Part-Time Retroactive Salary Schedule, 1/1/20 – 12/31/20;
- b. AFSCME Local 809 Part-Time Retroactive Salary Schedule, 1/1/21 – 12/31/21; and
- c. AFSCME Local 809 Part-Time Salary Schedule, 1/1/22 – 12/31/22.

2. Successor MOU Language Updates: After City Council adoption of this Tentative Agreement and direction given to the parties to prepare a successor AFSCME 809 Part Time MOU that reflects the contents herein, the parties agree that said successor AFSCME 809 Part-Time MOU shall be reviewed and language updated with any proposed changes not mentioned herein requiring mutual agreement by City and AFSCME Local 809.

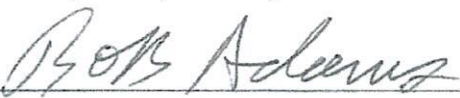
**[SIGNATURES ON NEXT PAGE]**

AFSCME MOU LOCAL 809 2013-2017 Tentative Agreement  
October 28, 2021

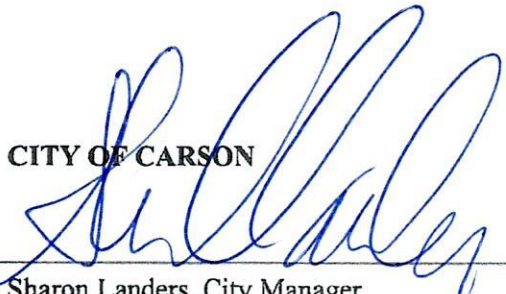
**AFSCME LOCAL 809**

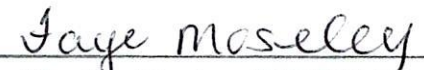
  
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Salvador Ortega, President

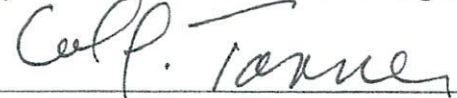
  
\_\_\_\_\_  
Nancy Rusas, Secretary

  
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Bob Adams, Business Representative

**CITY OF CARSON**

  
\_\_\_\_\_  
Sharon Landers, City Manager

  
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Faye Moseley, Director of HR/Risk Mgmt.

  
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Colin Tanner, Deputy City Attorney

Attachments:

1. AFSCME MOU 2013-2017, Resolution 16-041;
2. AFSCME 809 Part-Time Retroactive Salary Schedule, 01/01/20 – 12/31/20;
3. AFSCME 809 Part-Time Retroactive Salary Schedule, 01/01/21 – 12/31/21;
4. AFSCME 809 Part-Time Salary Schedule, 01/01/22 – 12/31/22.