**CITY OF CERRITOS**

**RESOLUTION NO. 2020-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CERRITOS PROVIDING FOR CERTAIN ADJUSTMENTS IN THE EMPLOYMENT SYSTEM AND THE PERSONNEL POLICIES, FOR FULL-TIME NON-EXEMPT EMPLOYEES REPRESENTED BY THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 619, AND REPEALING RESOLUTION NO. 2017-24.**

WHEREAS, in the interest of maintaining harmonious and stable relationships between the City of Cerritos and the employees thereof, the City, through its representatives, met with employee representatives to confer in good faith concerning wages, benefits and working conditions; and

WHEREAS, the management representatives have reached an understanding with the representatives of the full-time bargaining unit as to certain recommendations to be made to the City Council of the City of Cerritos and have agreed that the parties will jointly urge City Council to adopt the appropriate resolution providing for the changes concerning salaries, fringe benefits, and other terms and conditions of employment as contained in these joint recommendations.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CERRITOS DOES RESOLVE AS FOLLOWS:

**Section 1**. For all full-time, non-exempt employees covered by the full-time, non-exempt Union and classified as "full-time permanent", Resolution No. 2017-24 is hereby rescinded and superceded by the attached Memorandum of Understanding agreed upon by the City and AFSCME Local 619 District Council 36 (Exhibit 1).

PASSED, APPROVED AND ADOPTED this 24th day of September, 2020.

Naresh Solanki, Mayor

ATTEST:

Vida Barone, City Clerk/Treasurer

Human Resources &
Risk Management
Division

# MEMORANDUM OF UNDERSTANDING

## FOR REPRESENTED NON-EXEMPT, FULL-TIME EMPLOYEES

between

The City of Cerritos

and

The American Federation of State, County, and Municipal Employees

Local 619

District Council 36

JULY 1 2020 TO JUNE 30 2021

**EXHIBIT 1**

TABLE OF CONTENTS


| Subject | | Page Number |
|---|---|---|
| Article 1 | Recognition | 1 |
| Article 2 | Non-Discrimination Policy | 1 |
| Article 3 | Employee Rights | 1-2 |
| Article 4 | City Rights | 2-4 |
| Article 5 | General Compensation and Classification | 4 |
| Article 6 | Full-Time Salary Administration Policies | 4-5 |
| Article 7 | Pay for Serving in Higher Job Classification | 5 |
| Article 8 | Working Hours | 5 |
| Article 9 | Compensation for Overtime | 5-6 |
| Article 10 | Court Time Related to City Business | 6 |
| Article 11 | Emergency Standby and Callback | 6 |
| Article 12 | Pay Periods and Pay Days | 6 |
| Article 13 | Payroll Deductions | 7-8 |
| Article 14 | Sick Leave | 8-9 |
| Article 15 | Pregnancy Disability Leave | 9 |
| Article 16 | Family and Medical Leave | 9-11 |
| Article 17 | Coordination of Leave for Pregnancy | 11-12 |
| Article 18 | Bereavement Leave | 13 |
| Article 19 | Military Leave | 13 |
| Article 20 | Administrative Leave | 13 |
| Article 21 | Jury Duty and Leave to Appear in Court Unrelated to City Business | 13-14 |
| Article 22 | Failure to Return From Leave in Timely Manner, Absence Without Leave | 14 |
| Article 23 | Workers' Compensation | 14 |
| Article 24 | Holidays | 14-15 |
| Article 25 | Fringe Benefit Administration | 15 |
| Article 26 | Health and Life Insurance | 15-16 |
| Article 27 | Retirement System | 16-18 |
| Article 28 | Long Term Disability | 18 |
| Article 29 | Annual Vacation Leave | 18-19 |
| Article 30 | Probationary Period | 19 |
| Article 31 | Demotion, Dismissal, Reduction in Pay, Suspension | 20 |
| Article 32 | Transfer, Promotion, Demotion, Suspension and Reinstatement | 20-21 |
| Article 33 | Separation from Service (Discharge, Layoff, Resignation) | 21 |
| Article 34 | Layoff and Re-employment | 21-23 |
| Article 35 | Contracting of Full-Time Positions | 23 |
| Article 36 | Rules of Appeal to Personnel Review Board | 23-24 |
| Article 37 | Full-Time Employee Grievance Procedure and Personnel Review Procedure | 24-25 |
| Article 38 | Personnel Review Board | 25-26 |
| Article 39 | Service Awards | 26 |
| Article 40 | Mileage Reimbursement | 26 |
| Article 41 | Uniforms | 27 |
| Article 42 | Tuition Reimbursement | 27 |
| Article 43 | Safety and Health | 27-28 |
| Article 44 | Strikes and Work Stoppages | 28 |
| Article 45 | Personnel Rules and Regulations, Policies and Practices Incorporated | 28 |
| Article 46 | Sole and Entire MOU | 28 |
| Article 47 | Waiver of Bargaining During the Term of MOU | 29 |
| Article 48 | Emergency Waiver Provision | 29 |
| Article 49 | Severability | 29 |
| Article 50 | Authorized Agents and Notices | 29 |
| Article 51 | Term of MOU | 30 |

**Document Date: August 26, 2020**
**July 1, 2020 to June 30, 2021**

**A MEMORANDUM OF UNDERSTANDING BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE OF THE CITY OF CERRITOS AND THE REPRESENTATIVES OF AFSCME LOCAL 619, DISTRICT COUNCIL 36 FOR THE CITY OF CERRITOS REPRESENTED FULL-TIME, NON-EXEMPT EMPLOYEES.**

## ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code section 3500 et seq. the City of Cerritos, hereinafter referred to as the "City" recognizes AFSCME Local 619, District Council 36, as the recognized exclusive representative of employees classified "full-time, non-exempt" (salary grades 23-38) for the purpose of meeting and conferring and when City rules, regulations, or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed. Whenever the word employees or employee is used in this agreement it shall mean the regular, active, full-time employee in the bargaining unit as described above.

## ARTICLE 2 NON-DISCRIMINATION POLICY

The City and the Union shall engage in no act of discrimination against any employee of the City, regardless of bargaining unit or representation, because of political opinions or affiliations, race, color, ancestry, national origin, religious creed, age, sex, sexual orientation, and/or disability or because of the employee's exercise or refusal to exercise his/her rights under the Meyers-Milias-Brown Act, Government Code section 3500 et seq.

## ARTICLE 3 EMPLOYEE RIGHTS

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters within the scope of representation.

Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of the exercise of these rights.

Professional employees shall have the right to be represented separately from non-professional employees.

Management and confidential employees may not represent any employee organization that represents other employees of the City on matters within the scope

of representation and management, and confidential employees may not engage in any activity with or on behalf of any employee organization that would result in an actual or apparent conflict of interest.

As provided for in Section 3507.5 of the Meyers-Milias-Brown Act, the City has designated the following positions as confidential: non-exempt positions assigned to the City Manager's Office, Assistant City Manager's Office, Administrative Services Director's Office, the Human Resources Division, and City Clerk's Office.

## ARTICLE 4 CITY RIGHTS

Section 1. In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the work force performing such services:

1. To determine issues of public policy.

2. To determine the merits, necessity or organization of any service or activity conducted by the City.

3. To determine and change the facilities, methods, means and personnel by which City operations are to be conducted.

4. To expand or diminish services.

5. To 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 subcontract out any work performed by City employees, except as modified under Article 35.

6. To 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 schedules and assignments, and to establish the days and hours when employees shall work.

7. To relieve employees from duty because of lack of work or other non-disciplinary reasons.

8. To discharge, suspend or otherwise discipline employees for proper cause.

9. To determine job classifications.

10. To hire, transfer, promote and demote employees for non-disciplinary reasons.

11. To determine policies, procedures and standards for selection, training and promotion of employees.

12. To establish employee performance standards, including, but not limited to quality and quantity standards.

13. To maintain the efficiency of government operations.

14. To take any and all necessary actions to carry out its mission in emergencies.

15. To exercise complete control and discretion over its organization and the technology of performing its work and services.

16. To establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

17. To determine the existence or nonexistence of facts that are the basis of the City decision.

18. To determine methods of financing.

19. To determine types of equipment or technology to be used.

20. To assign work and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.

21. To establish and modify productivity and performance programs and standards.

22. To reclassify employees.

23. To establish and promulgate and/or modify rules and regulations.

24. To maintain order and safety in the City that are not in contravention with this agreement.

Section 2. Except in emergencies or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of City rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with the representatives of the Union regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in the Personnel Rules and Regulations of the City, Drug and Alcohol Policy, Medical Certification Policy, Policy Against Harassment, Nepotism Policy, No Smoking Policy, No Facial Hair Policy, Seatbelt Policy, Trip Reduction Policy, Ordinances and Resolutions of the City, and current practices of the City relating to the management of City employees and the operations of City departments which are incorporated into this MOU. By agreeing to meet and confer with the Union, the City will meet and confer over the impact of the exercise of the foregoing rights to the extent that the exercise of such rights are not presently covered by the terms of the MOU and substantially affects the wages, hours and/or other terms and conditions of employees represented by the Union. However, by agreeing to meet and confer regarding the impact of the exercise of the foregoing rights, the City does not agree to diminish its right to exercise its discretion regarding the foregoing City

management rights. Where the exercise of any of the rights set forth above is mandated by law and/or an emergency condition, the City may be required to act on an immediate basis. In that event the City agrees to meet and confer with the Union about the impact of its actions, as soon as practicable after the emergency is contained.

## ARTICLE 5 GENERAL COMPENSATION and CLASSIFICATION

The general salary schedule shall consist of ten steps within each grade and is applicable to positions and classifications in the City.

The salary classification steps for employee classifications represented by the Union for the 2020/2021 fiscal year is presented in Exhibit 1 and reflects a 0% salary increase, effective July 1, 2020.

The full-time classification table and salary grades, effective July 1, 2020 are included in Exhibit 2. The attached classification plan shall be modified as necessary to include newly budgeted positions that fall between salary grades 23-38.

CalPERS has sole discretion in determining pensionable compensation.

All employees shall receive an additional $2.00 per hour above base pay for any hour, or portion thereof, they work between 12:00 a.m. and 4:00 a.m. This benefit only applies to the hours worked between 12:00 a.m. and 4:00 a.m. and excludes any hours in which standby and/or callback pay is earned.

## ARTICLE 6 FULL-TIME SALARY ADMINISTRATION POLICIES

The following salary policies shall govern the administration of the salary schedule for all full-time, non-exempt classifications of employees covered by this MOU.

a. The first step is the minimum rate and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the normal entering salary step upon the recommendation of the Department Head and the Personnel Manager, and with approval of the City Manager when it is decided that such action is in the best interest of the City.

b. The next step is an adjustment that may be given at the end of the employee's probationary period. Employees are normally eligible for this adjustment after the completion of a minimum of six months of service at the first or starting step. The adjustment shall be made only if recommended by the Department Head and the Personnel Manager, and, if approved by the City Manager. Such approval by the City Manager signifies that the employee is considered a permanent City employee.

c. The remaining steps are incentive adjustments based on performance evaluation to encourage an employee to improve his/her work and to recognize seniority and increased skill on the job. Employees are normally eligible for these adjustments any time after the completion of six months of

service at the preceding step. This period may be modified in conjunction with the performance appraisal recommendations and if approved by the Department Head, the Personnel Manager and the City Manager. Employees who do not receive their performance evaluation within seven (7) months of the due date will receive their incentive adjustment automatically. Any incentive adjustment owed to the employee will be processed automatically. This process does not apply to probationary employees.

d. All rates shown are in full payment for services rendered and cover full payment for the number of hours now being regularly worked in each class.

e. The comprehensive wage and salary plan, as outlined herein, is based on a 40-hour workweek for all full-time employees. The workweek for FLSA purposes is defined by the City's Human Resources Division current payroll reporting periods.

## ARTICLE 7 PAY FOR SERVING IN HIGHER JOB CLASSIFICATION

An employee who is required, on the basis of an acting appointment or other reason, to serve in a class with a higher salary range than that of the class in which he/she is normally assigned, shall receive the entrance salary rate of the higher salary range or one rate higher than the rate he/she normally receives, whichever is greater, provided the employee performs the majority of the duties and assumes the majority of responsibility of the higher class and meets the minimum qualifications for the clerical positions, and only after the employee has served for 10 consecutive days in the higher classification. The City will not avoid the assignment of an acting appointment by reassigning duties to more than one employee or for less than 10 days.

## ARTICLE 8 WORKING HOURS

The City operates on a 40-hour workweek. Actual working hours will be determined on the basis of operational efficiency and employee preference. Management will establish working schedules subject to approval of Department Directors and the City Manager.

Uninterrupted lunch periods shall be provided to full-time employees. The lunch period is determined by the supervisor and based on business necessity and will be assigned between the hours of 11:00 a.m. and 3:00 p.m. for day shift employees.

## ARTICLE 9 COMPENSATION FOR OVERTIME

Subject to approval of the City Manager and to the following provisions, a Department Head may prescribe reasonable periods of overtime work to meet the operational needs of the department. Overtime is defined as work required by an authorized management supervisor in excess of 40 hours in one week. Except as otherwise provided herein, overtime shall be paid at one and one-half times the

hourly equivalent of the employee's monthly salary rate based on the number of overtime hours actually worked.

## ARTICLE 10 COURT TIME RELATED TO CITY BUSINESS

Employees who are required to appear in court during their off-duty hours in connection with City business shall receive overtime compensation at one and one-half times the number of hours they spend in court.

## ARTICLE 11 EMERGENCY STANDBY AND CALLBACK

Employees assigned to a specific department for which an employee is required to participate in an emergency standby or callback program will be compensated according to the following schedule.

Section 1. **Emergency Standby**. For a 24-hour period -- three hours per day at a pay rate equal to time and one-half. For less than a 24-hour period -- at a rate proportionate to that of a 24-hour period.

Section 2. **Callback**. Employees who are called back to work will be compensated for a minimum of three hours at time and one-half regardless of actual time expended or the number of calls received on the job for every three-hour "window". The first three-hour "window" begins with the first call that requires the employee to return to work. A second three-hour "window" begins and occurs with the subsequent call that requires the employee to return to work after the first three-hour "window" is complete. All subsequent calls will follow the same rules. One hour before start time and one-half hour after end time is not considered callback and is overtime pay and will be calculated in accordance with overtime pay rules. Callback pay does not apply to regular or pre-scheduled work. Callback pay is not earned for scheduled tasks, regardless of the time and/or day. A callback list does not qualify as a standby assignment.

Section 3. **Laptop Computer Time**. Employees who are assigned the use of a lap-top computer at home will be compensated in the following manner: Employees will be compensated for actual time worked. Overtime will be calculated only for actual hours worked in excess of 40 hours.

Effective July 1, 2011, the practice of taking the City truck home will end and will not be allowed.

## ARTICLE 12 PAY PERIODS AND PAY DAYS

All officers and employees of the City of Cerritos shall be paid once every two weeks. Compensation shall be made available by the City to employees and officers of the City on an every-other-Friday basis. In the event that a payday falls on a holiday, all warrants or checks in payment of compensation shall be made available to the City employees on the first day preceding the holiday.

## ARTICLE 13 PAYROLL DEDUCTIONS

The following payroll deductions may be made from the salary of employees where applicable:

Section 1. **Obligations to the City**. The City, if deemed necessary by the City Manager, may deduct from the employee's pay, amounts equal to obligations incurred through cash advances and damage to City property entrusted in the care of the employee if said damage results from proven negligence on the part of the employee.

Section 2. **Health and Life Insurance Benefits**. The City will make deductions of those amounts authorized by the employee equal to the employee's share of the health and life insurance benefits as identified in Article 26.

a. **Suspensions**. The City will make deductions from the employee's salary for health insurance benefits on a prorated basis, with a minimum of one day, beginning with day two that the employee is suspended without pay. Partial days will count as full days for health insurance deduction purposes. The employee will not lose holiday pay. There will be no loss of vacation leave and sick leave accruals for suspensions less than two weeks.

b. **Family and Medical Leave**. The City will make deductions from the employee's salary for health insurance benefits on a prorated basis, with a minimum of one day, beginning with the first day of week thirteen of the leave. Partial days will count as full days for health insurance deduction purposes. The employee will not accrue vacation leave or sick leave for the full pay period beginning with the first day of their leave of absence without pay.

c. **Personal Leave**. The City will make deductions from the employee's salary for health insurance benefits on a prorated basis, with a minimum of one day, beginning with the first day of their leave of absence without pay. Partial days will count as full days for health insurance deduction purposes. This includes vacation leave without pay and any time without pay in which the employee reports late to work. The employee will not accrue vacation leave or sick leave for the full pay period in which the absence occurs.

Section 3. **Income Taxes**. The City shall make deductions from the salary in the amount required by Federal and State law for income tax purposes and to make payment thereof as required.

Section 4. **Public Employees' Retirement System**. The City shall deduct from the employee's salary the amount required to contribute to the Public Employees' Retirement System.

Section 5. **Credit Union Deductions**. The City shall deduct from the employee's salary authorized deductions to the Credit Union and pay such amounts to the Credit Union.

Section 6. **Charitable Deductions**. The City shall deduct charitable contributions periodically when authorized by employees and the City Manager.

Section 7. **Dues Deductions**. The City shall deduct dues and assessments and other monies, provided there is no more than one deduction per pay period, from the pay of represented employees. The total amount of all such deductions shall be remitted by the City to the recognized employee organization.

Section 8. **Union Sponsored Short Term Disability.** The City shall deduct from the employee's salary authorized deductions from the pay of those represented employees who individually request in writing that such deductions be made. The total amount of all such deductions shall be remitted by the City to the Union to provide a Short Term Disability policy for employees who elect to authorize such deductions. The Union will provide the City an annual audit of the deductions and payments to the provider. Any over payment will be returned directly to the affected employee.

## ARTICLE 14 SICK LEAVE

The granting of sick leave shall be determined by the following rules:

1. Sick leave with pay for all non-exempt employees shall accrue at the rate of one working day for each full calendar month of the employee's service and any such leave may accrue without limit. At termination, the City will compensate the employee leaving City service for one-half of all accrued sick leave earned.

2. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

    a. Personal illness or physical incapacity.

    b. Enforced quarantine of the employee in accordance with community health regulations.

    c. If an employee is required to be absent over three days due to a death in the family, additional days may be charged against earned or accrued sick leave.

    d. Doctor and dental appointments.

    e. Kin Care Leave. Up to a maximum of six days per calendar year to attend to an illness of a child, parent, spouse, sibling, grandparent, grandchild, or registered domestic partner.

    f. Pregnancy Maternity Leave. Non-exempt employees shall be able to apply sick leave to pregnancy maternity leave in the amount of their accrued sick leave to date.

    g. Paternity Leave. Up to a maximum of five days per individual situation.

    h. Where permitted by federal and or state law.

3. Eligibility for sick leave shall commence when earned or accrued.

Any employee requesting sick leave shall inform their immediate supervisor of the fact and the reason therefore within 30 minutes of the regularly scheduled starting time. Failure to do so may be cause for denial of sick leave with pay for the period of absence.

Sick Leave Incentive Program. Employees who have accumulated more than 360 hours of sick leave may sell all or part of those hours in excess of 360 back to the City at the rate of 1/2 to one. Eligible leave would be based on accumulated leave as of the first pay period in November. Payment would be made at the written request of the employee and would be received by the first pay period of December.

## ARTICLE 15 PREGNANCY DISABILITY LEAVE

A pregnant employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from pregnancy, miscarriage, childbirth or recovery there from. Such reasonable leave of absence shall not exceed four months. All provisions regarding medical leave shall apply equally to pregnancy disability leave.

Employees shall take an unpaid leave of absence during such leave of absence, except that accrued vacation pay and sick leave may be taken at the option of the employee.

As with all other temporary disabilities, a physician's certificate is required to verify the extent and duration of the temporary disability.

An employee who plans to take a pregnancy leave must give a reasonable notice (not less than four weeks) before the date she will take the leave and the estimated duration of the leave. As with other health related leaves of absence, health insurance coverage will be continued for only thirty (30) calendar days; thereafter, an employee must pay the entire cost of the health insurance for the duration of the leave, unless the employee is eligible for payment of the employer's contribution, if any, for three (3) months under the California Family Rights Act.

Employees returning from pregnancy leave will be returned to the same or similar position they occupied prior to taking leave providing the above requirements have been met. Employees not meeting the above requirements will be judged to have voluntarily resigned.

## ARTICLE 16 FAMILY AND MEDICAL LEAVE

Under the Federal Family and Medical Leave Act of 1993, employees who have worked continuously for at least one year and for 1,250 hours over the previous twelve months, may take an unpaid leave of absence for up to twelve weeks in any twelve month period for the birth of a child and to care for such child, the placement of a child for adoption or foster care, to care for the employee's seriously ill spouse, child, parent, or registered domestic partner or for the

employee's own serious health condition that prevents the employee from performing his/her job.

Under California law, regular employees with more than one year of continuous service and who have worked at least 1,250 hours during the previous twelve months may be eligible to take an unpaid family care leave, up to a total of 12 weeks in a 12-month period to care for a newborn or recently adopted child; or to care for a seriously ill child under 18, adult dependent child, spouse, parent, or registered domestic partner. Note, the California family leave law also applies to leaves of absence due to an employee's own serious health condition, except for the "separate", up to four month pregnancy disability leave.

The twelve week federal family care leave runs concurrently with the twelve week California family care leave, except in the case of a leave taken due to pregnancy disability.

A physician's certificate is required to verify the extent and duration of the employee's own illness or the serious health condition necessitating the leave to care for an ill spouse, child, parent, or registered domestic partner. An employee who plans to take a family care leave must give a thirty-day notice when the leave is foreseeable.

The employee must use all vacation pay while on family leave. Sick pay, if any is provided to an employee, may be used while an employee is on family leave, if the leave is taken due to the employee's own illness or injury. An employee may also use up to a maximum of six days of sick pay per calendar year to attend to an illness of a child, parent, spouse, sibling, grandparent, grandchild, or registered domestic partner.

Under Federal and California law, an employee's group benefit plans will be maintained for the first twelve weeks of the family care leave at the same level it was prior to the leave, provided the employee makes his or her contribution in the same amount as required prior to the leave of absence. After twelve weeks, if the employee remains on leave on an unpaid basis, the City's contribution towards the medical plan will be discontinued and the employee may make arrangements to pay the premiums. If the employee is receiving compensation, medical coverage will be continued through the end of the last calendar month that an employee is compensated for the equivalent of 120 hours. Thereafter, an employee may make arrangements to pay for medical insurance.

If an employee fails to return from family care or medical leave, for a reason other than a serious health condition of the employee or the employee's immediate family member, or another reason beyond the employee's control, the City may recover from the employee the health coverage premiums paid for that employee while he/she was out on unpaid leave. The recovery by the City of paid insurance premiums, when appropriate, will be deducted from the employee's final paycheck as authorized by the necessities of life exception to the assignment of wages pursuant to California Labor Code section 300 (g).

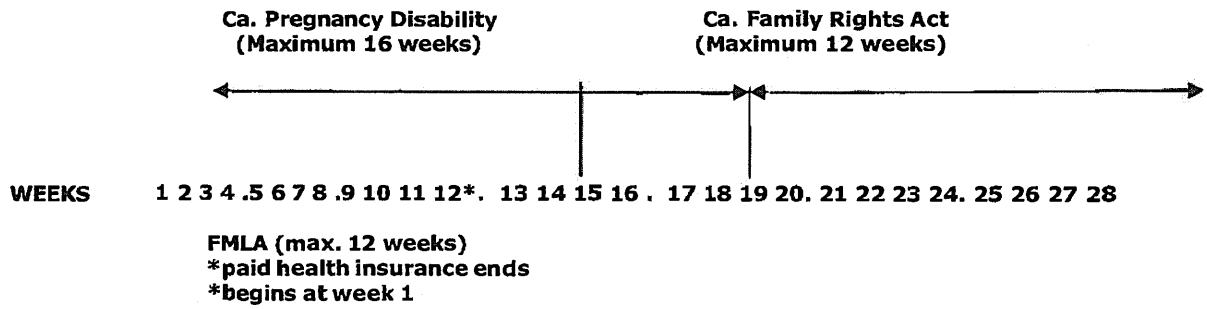
Upon return from family leave, eligible employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Request for family care leave may be refused, if this refusal is necessary to prevent undue hardship to the City's operations. Leave may not be taken for the care of a child, if the child's other parent is also taking family care leave and is employed by the City.

## ARTICLE 17 COORDINATION OF LEAVE FOR PREGNANCY

Employees may be eligible for leave under the California Pregnancy Disability Act (CPDA); the California Family Rights Act and the Family and Medical Leave Act (FMLA). The CPDA and the CFRA run consecutively. The FMLA runs concurrently with the CPDA and the CFRA. If the employee qualifies for FMLA, paid health insurance coverage is limited to 12 weeks for all leave types (excluding paid sick leave).

| Coverage | Eligibility | Begins | Time Provided | Leave | Notice | Health insurance continued | Note |
|---|---|---|---|---|---|---|---|
| **CPDA**<br><br>**California Pregnancy Disability Act** | Physicians certificate required to verify the extent and duration of the employee's temporary disability | Pregnancy | Maximum of 4 months | Unpaid, unless the employee elects to use accrued sick leave and vacation | At the beginning of the temporary disability | For 30 days unless the employee qualifies for FMLA, then 12 weeks of paid insurance is provided | Runs concurrently with FMLA<br><br>Runs consecutively with the CFRA |
| **CFRA**<br><br>**California Family Rights Act** | Care of newborn, adoption or foster care | Does not cover pregnancy | Up to 3 months | Vacation time must be used<br><br>Unpaid if there is no vacation time | Not less than 4 weeks<br><br>Duration to be stated | If qualified under the FMLA a maximum of 12 weeks beginning with the FMLA time | Runs concurrently with FMLA<br><br>Runs consecutively with the CPDA |
| **FMLA**<br><br>**Family and Medical Leave Act** | Must have worked more than 1-year continuous service<br><br>Limited to 12 weeks in a 12-month period<br><br>CPDA verification required for the employee's own illness | Begins with the CPDA<br><br>If the employee does not qualify for the CPDA then begins with the CFRA | Up to 3 months | Sick pay if the leave is due to the employee's own disability<br><br>Vacation time must also be used | 30-day notice when the leave is foreseeable<br><br>Duration to be stated | For 12 weeks if the employee makes their contribution<br><br>Note: maximum 12 weeks under all leave types noted above | Runs concurrently with CPDA and CFRA |
| **Sick Pay**<br><br>**(Includes Kin Care Leave)** | Employees own illness<br><br>Care of child, parent, spouse, registered domestic partner, sibling, grandparent, or grandchild | Depends on leave type selected | Accrued sick leave<br><br>Up to 6 days | Accrued sick pay available for the employee's own illness | Beginning of illness | Same as regular sick leave | |




**FMLA (max. 12 weeks)**
***paid health insurance ends**
***begins at week 1**

## ARTICLE 18 BEREAVEMENT LEAVE

Full-time employees are eligible for a maximum of three days bereavement in the event of the death of a member of the employee's immediate family. Immediate family is limited to current definition and to members covered under applicable law. Immediate family is limited to any relative by blood or marriage who is a member of the employee's household, under the same roof, and any parent, spouse, child, registered domestic partner, brother or sister, mother-in-law or father-in-law, grandfather or grandmother, grandchild, son-in-law or daughter-in-law of the employee, regardless of residence. Employees are also eligible for one day bereavement leave in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, great-grandparent, or great-grandchild. Additional leave may be granted under Article 14. Bereavement shall not be for the purpose of a vacation.

## ARTICLE 19 MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of Chapter 7 Division 2. Part 1, of the California Military and Veteran's Code. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

## ARTICLE 20 ADMINISTRATIVE LEAVE

***Leave of Absence Without Pay.*** The City Manager may grant a regular employee a leave of absence without pay or seniority, not to exceed three months. After three months, the leave of absence may be extended if authorized by the City Council. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and such approval shall be made in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly after the leave has expired or within a reasonable time after notice to return to duty, shall be cause for discharge. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of residence, shall be reasonable notice.

Department heads may grant a regular or probationary employee leave of absence without pay for not more than one calendar week. Such leaves shall be reported to the Personnel Manager.

## ARTICLE 21 JURY DUTY AND LEAVE TO APPEAR IN COURT UNRELATED TO CITY BUSINESS

Section 1. **Jury Duty.** An employee required to serve as a trial juror shall be compensated for the difference between their normal salary and the compensation for jury duty, less travel pay, during the period of such service. Employees assigned an 8-hour swing/graveyard shift shall be granted leave for the entire work shift on

any day in which court appearance is required for 4 hours or more for the days they work. Employees will be required to submit a daily court time-stamped attendance slip, verifying their arrival and departure time.

Section 2. **Court Appearance Unrelated to City Business.** Employees required to appear in court on their own behalf during working hours may have the option of utilizing accrued vacation or floating holiday or take leave without pay, provided that sufficient notice has been given to an authorized supervisor.

## ARTICLE 22 FAILURE TO RETURN FROM LEAVE IN TIMELY MANNER, ABSENCE WITHOUT LEAVE

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. All departments shall keep attendance records of employees which shall be reported to the Personnel Manager at the time, and in the manner he/she specifies. Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return, shall be cause for immediate discharge, and except as required by law such employee automatically waives all rights under the Personnel Ordinance and the City's Personnel Rules and Regulations. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of residence, shall be reasonable notice.

## ARTICLE 23 WORKERS' COMPENSATION

In the event that a permanent employee incurs a job-related accident or injury while in the conduct of official City business, and said accident or injury renders the employee unable to fulfill the requirements of his or her position classification for an extended period of time, the City will compensate the employee to insure against loss of income in an amount equaling the differential between any workers' compensation payments made to the employee as a result of said accident or injury and the employee's monthly salary up to the equivalent of 10 working days from the first day of lost time at the employee's then current monthly salary. After the expiration of 10 working days, the employee may also supplement fractional use of earned sick leave or vacation time.

## ARTICLE 24 HOLIDAYS

Employees shall have the following holidays as vacation with pay:

New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve Day
Christmas Day

One additional floating holiday per fiscal year scheduled with supervisor authorization. Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday.

Employees required to work a City recognized holiday may elect to:

a. Receive compensation at one and one-half times the number of hours actually worked in excess of 40 hours in the workweek or,

b. Take a day off within the same workweek as the scheduled holiday.

## ARTICLE 25 FRINGE BENEFIT ADMINISTRATION

Section 1. **Administration**. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this MOU.

Section 2. **Selecting and Funding**. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits provided under the terms of this Resolution, provided that the benefits to the employees shall be no less than those in existence as of the implementation of this MOU.

Section 3. **Changes**. If, during the term of this MOU, any voluntary change of insurance carrier by the City is considered, the City will obtain input from the Union.

## ARTICLE 26 HEALTH AND LIFE INSURANCE

Plan Types and Enrollment

All full-time employees will be covered as a primary insured under PERS for medical, surgical and hospital insurance.

All full-time employees will be covered as a primary insured under a dental, optical and life insurance plan provided by the City. The dental plan will include a $2,000 annual cap and orthodontia coverage.

City Contribution

The City will contribute monthly to active and retired employees of PERS the cost of PERS Choice family coverage, which can be applied towards any PERS health insurance plan.

For employees hired to full-time permanent positions, the City will contribute monthly to active employees the amount necessary to pay up to the full cost of his/her family enrollment in the City's PERS medical, dental, vision and life plan; however the following exception applies: Employees hired after June 30, 2004 will be required to pay $30/month toward their dental and vision plan.

Effective with the PERS amendment, employee retiree health benefits will be based on the member's completed years of credited years of service at retirement. The percentage of employer contribution payable for postretirement health benefits for employees hired after the PERS contract amendment date shall be based on the employee's years of credited PERS service at retirement as follows:

| Credited Years of Service | Percentage of Employer Contribution |
|---|---|
| 10 | 50 |
| 11 | 55 |
| 12 | 60 |
| 13 | 65 |
| 14 | 70 |
| 15 | 75 |
| 16 | 80 |
| 17 | 85 |
| 18 | 90 |
| 19 | 95 |
| 20 or more | 100 |

The eligibility requirements, benefit provisions and effective date, will be in accordance with PERS rules and regulations.

Health Rebate

Active employees hired prior to July 1, 2002 as a full-time employee will be eligible to receive a cash rebate for the unused portion of $780/month, the City's PERS Health contribution. For purposes of calculating the rebate the City's contribution utilized to determine the rebate is $780/month. All other current and future employees are excluded from this benefit. The qualified employee's rebate will be based on the difference between their PERS medical plan cost and $780/month.

Life Insurance

Subject to the terms and conditions set forth in the policies of insurance all full-time employees shall be entitled to life insurance coverage as follows:

| | | |
|---|---|---|
| Grade | 23-38 | $50,000 |

## ARTICLE 27 RETIREMENT SYSTEM

Section 1. **Public Employee's Retirement System (PERS).** Employees covered by this agreement participate in the Public Employees Retirement – the PERS program. Employees eligibility for benefit options and formulas are in accordance with PERS contract with the City of Cerritos, PERS rules and regulations and the effective dates (as determined by PERS) of each amendment.

**Retirement Formula**

Effective December 1, 2002, the City amended its contract with PERS to provide the PERS 3% at age 60 benefit formula.

Effective with the Memorandum of Understanding of 2004-2006, the City amended its contract with PERS to provide the PERS 2.5% at age 55 benefit formula to employees hired by the City after the PERS contract is amended. Employees hired after this amendment will not be eligible for the 3% at age 60 benefit formula.

Effective with the PERS amendment, the City will provide the PERS 2% at 60 benefit formula to employees hired by the City after the PERS contract is amended. Employees hired after this amendment will not be eligible for the 3% at age 60 or the 2.5% at age 55 benefit formulas.

In compliance with the California Public Employees Pension Reform Act of 2013 (PEPRA), the City will provide "New Members", hired by the City on or after January 1, 2013 and that meet the CalPERS "New Member" definition, the CalPERS 2% at age 62 benefit formula. All "New Members" will be subject to the terms and conditions of PEPRA and will not be eligible for the 3% at age 60 or the 2.5% at age 55 or the 2% at age 60 benefit formulas.

**Member Contributions**

The CalPERS required percentage of the employee's base salary shall be applied by the City to the employee's contribution to the Public Employee's Retirement System and included in the Employer Paid Member Contributions in the manner permitted by PERS, including reporting the contribution as compensation earnable. The following exception applies: Employees hired after July 1, 2011 will be required to pay seven percent (7%) of their base salary to be applied by the City to the employee's contribution to the Public Employee's Retirement System.

Effective with the California Public Employees Pension Reform Act of 2013 (PEPRA), "New Members" hired after January 1, 2013 as defined by CalPERS shall pay 50% of the pension contribution rate. This contribution rate is calculated by CalPERS and is subject to change.

**Optional Benefits**

The following PERS options are also included in the City's contract with PERS. Benefit details, eligibility and effective dates are specified by CalPERS. PEPRA limits the availability of some or all of these options for those defined by CalPERS as "New Members".

| | | |
|---|---|---|
| Section 20042 | 1. | Final Compensation – Single Highest Year |
| Section 21024 | 2. | Military Service Credit – Buy-Back (1976) |
| Section 21427 | 3. | Disability Retirement Allowance – Maximum 50% |
| Section 21620 | 4. | Retired Death Benefit $500 |
| Section 21329 | 5. | COLA 2% |
| Section 21574 | 6. | 4th Level 1959 Survivor Benefit |
| Section 21551 | 7. | Death Benefit continues if spouse remarries |
| Section 21624/26/28 | 8. | Post Retirement Survivor Allowance (PRSA) 50% |
| Section 21635 | 9. | PRSA continues if spouse remarries |
| Section 21548 | 10. | Optional Settlement 2 Death Benefit |

Section 2. **Public Agency Retirement System (PARS).** Employees hired by the City in a position classified as permanent full-time prior to July 1, 2004 will be eligible for the following benefit (all other employees are excluded):

1. Effective with the PERS 3% at 60 amendment, non-retired employees and members of PERS who retire with a service retirement through PERS and Cerritos City service concurrently will be provided a coordinated 0.5% supplement to their PERS retirement program for their years of service with Cerritos. The coordinated PERS and PARS benefit is limited to the 3% maximum earned by age 60 in the PERS plan and is subject to the terms and conditions set forth in the PARS plan document for currently employed, full-time, non-exempt employees.

## ARTICLE 28 LONG TERM DISABILITY

Subject to the terms and conditions set forth in the policies of insurance all full-time employees shall be entitled to benefits under a Long Term Disability Plan provided by the City. Subject to a full-time employee meeting the terms and conditions of the long-term disability policy the employee will receive 66 2/3% of the employee's monthly pay subject to the maximum amount set forth in the policy. Employees will be required to apply for Long Term Disability prior to satisfying the 60 day qualifying period.

## ARTICLE 29 ANNUAL VACATION LEAVE

After twelve months of continuous service, each employee earns and is eligible for a vacation of 12 working days. Commencing with the second year of employment, each employee begins to accrue 12 working days vacation. Commencing with the fifth year of employment, accrual will begin at the rate of 17 working days vacation. Commencing with the eleventh year of employment, an employee begins to accrue 18 working days vacation. For each year thereafter, vacation accrual will increase by one day per year to a maximum of 22 days accrual commencing with the fifteenth year of employment.

Vacations are expected to be taken within one year of the date earned. However, accumulation of up to twice annual accrued vacation leave may be authorized by the Department Directors. Accumulation of more than twice annual accrued vacation leave requires approval of the City Manager. Earned vacation pay shall be compensated upon termination at the rate of one-to-one.

Employees, grades 23 through 38, with a minimum of five years of service, and who have used at least one week of vacation during the preceding fiscal year, are eligible to sell a maximum of one week vacation leave back to the City at the rate of one-to-one – AND/OR – may contribute up to the yearly maximum allowed by the Internal Revenue Service (IRS) into his/her 457(b) account. This buyback and/or deferred compensation contribution is available during July and the first payperiod in December and must be at the written request of the employee.

All vacation requests must be approved by the employee's immediate manager. The employee's manager may deny the employee's request to take vacation at the time requested by the employee based on the needs of the department to efficiently perform City services and/or because of the adverse effect the employee's absence would have on the performance of City operations.

## ARTICLE 30 PROBATIONARY PERIOD

All regular appointments, including promotional appointments, shall be for a probationary period of not less than three (3) months or more than twelve (12) months. During the probationary period, the employee may be rejected at any time without the right of appeal or hearing.

An employee rejected during the probationary period from a position to which he has been promoted, shall be reinstated to a position in the class from which he was promoted unless he is discharged from the City service as provided in the City of Cerritos Personnel Rules and Regulations.

Section 1. **Purpose of Probationary Period.** The primary purpose is to provide an effective environmental orientation for the employee, educating him/her in prevailing management attitudes, policies and procedures, and training him/her in the tasks associated with the assignment.

Section 2. **Objective of Probationary Period.** The probationary period shall be regarded as a part of the testing process, and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for determining if he/she is capable of meeting the requirements of the assignment.

Section 3. **Regular Appointment Following Probationary Period.** All original and promotional appointments shall be tentative and subject to a probationary period of at least 6 months actual service, to be determined for each class by the Department Director involved and the Personnel Manager. If the service of the probationary employee has not been satisfactory, the appointing authority shall file with the Personnel Manager a statement in writing which requests termination of the employee at the end of his/her scheduled probationary period, or an extension of the period of probation if more on-the-job training is warranted.

Section 4. **Rejection of Probationer.** During the probationary period, an employee may be rejected at any time by the appointing power without cause and without the right of appeal. Notification of rejection in writing shall be given to the employee and a copy filed with the Personnel Manager.

Section 5. **Rejection Following Promotion.** Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he was promoted unless charges are filed and he/she is discharged in the manner provided in the Personnel Ordinance and the City of Cerritos Personnel Rules and Regulations for positions in the community service.

## ARTICLE 31 DEMOTION, DISMISSAL, REDUCTION IN PAY, SUSPENSION

Any appointing power shall have the right, for due cause, to demote, dismiss, reduce in pay, or suspend any regular employee with or without pay for a period of up to 30 calendar days. Notice of such intended action must be in writing and served personally on such employee or delivered by certified mail, postage prepaid, ten days prior to the taking of such action; except that if an emergency situation exists, then the notice shall be served within ten working days after the action is taken. Such notice shall specify the penalty and contain a statement or reason therefore. A copy of said notice shall likewise be forwarded to the City Council Personnel Committee.

## ARTICLE 32 TRANSFER, PROMOTION, DEMOTION, SUSPENSION AND REINSTATEMENT

Section 1. **Transfer.** No person shall be transferred to a position for which he does not possess the minimum qualifications. Upon notice to the Personnel Manager, an employee may be transferred by the appointing power, at any time, from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties, and requires substantially the same basic qualifications.

If the transfer involves a change from one department to another, both department heads must consent thereto, unless the City Manager orders the transfer for purposes of economy and efficiency. Transfer shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in the Personnel Ordinance and the City of Cerritos Personnel Rules and Regulations. Employee may appeal denial of transfer by the releasing department to the Personnel Review Board. The Board will review such actions to insure that equal consideration is given to employee rights and operational requirements of the City administration, and advise the City Manager accordingly. In such cases, the decision of the City Manager shall be final.

Section 2. **Promotion.** Insofar as consistent with the best interests of the service, all vacancies in the community service shall be filled by promotion from within the community service.

Section 3. **Demotion.** The appointing power may demote an employee whose ability to perform his required duties falls below standard. Upon request of the employee and with the consent of the appointing power, demotion may be made to a vacant position. No employee shall be demoted to a position for which he does not possess the minimum qualifications. Written notice of the demotion shall be given the employee, ten working days before the effective date of the demotion, and a copy filed with the Personnel Manager. Demotions are subject to appeal to the Personnel Review Board, if requested by the employee.

Section 4. **Suspension.** The appointing power may suspend an employee from his position at any time for a disciplinary purpose. Suspension without pay shall not exceed 30 calendar days, nor shall any employee be penalized by suspension for

more than 30 calendar days in any fiscal year. Suspensions shall be reported immediately to the Personnel Manager. Any employee who has been suspended for more than five working days shall receive a written statement of the reasons for such action, ten working days before the effective date of the suspension. An employee shall be entitled to a hearing if he so requests, as provided in the Personnel Ordinance and the City of Cerritos Personnel Rules and Regulations.

Section 5. **Reinstatement**. With the approval of the appointing power and the Personnel Manager, a regular employee or probationary employee who has completed at least six months of probationary service and who has resigned with a good record, may be reinstated within two years of the effective date of resignation to a vacant position in the same or comparable class. Upon reinstatement, the employee shall be subject to the probationary period prescribed for the class. Credit for the former employment may be granted in computing salary, vacation, sick leave, or other benefits on the specific recommendation of the appointing authority and Personnel Manager, subject to approval of the City Manager.

## ARTICLE 33 SEPARATION FROM SERVICE

Section 1. **Discharge**. An employee in the community service may be discharged at any time by the appointing power for cause. Whenever it is the intention of the appointing power to discharge an employee in the community service, the Personnel Manager shall be notified of such intended action, and the employee shall be served with a written statement of the reasons for such intended action, ten working days before the effective date of the discharge. An employee shall be entitled to a hearing if he so requests, as provided in the Personnel Ordinance and the City of Cerritos Personnel Rules and Regulations.

Section 2. **Layoff**. An employee in the community service may be laid off under provisions of the Personnel Ordinance because of either the abolishment of his position or a determination by the City Manager that there is a shortage of work or funds.

Section 3. **Resignation**. An employee wishing to leave the community service in good standing, shall file a written resignation with the appointing power, stating the effective date and reasons for leaving, at least two weeks before leaving the service. Such time limit may be waived by such official if the employee furnishes evidence that such notice would result in unreasonable hardship or loss of opportunity. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Personnel Manager. Failure to give notice as required by this rule may be cause for denying future employment by the City.

## ARTICLE 34 LAYOFF AND RE-EMPLOYMENT

The City agrees not to exercise its rights as contained in Article 4, Section 1.7, City Rights, to layoff and/or to furlough without pay as follows:

During the period from July 1, 2020 through June 30, 2021 the City agrees not to layoff and/or furlough without pay any regular full-time bargaining unit employees.

This agreement not to layoff and/or furlough shall also apply to employees who work in the Cerritos Center for the Performing Arts.

The City agrees that the No Layoff/No Furlough provision of its MOU for full-time employees represented by AFSCME Local 619 was to sunset as of June 30, 2020. This provision shall continue to be a term of the MOU for fiscal year from July 1, 2020 until June 30, 2021 and shall sunset as of June 30, 2021, unless the City suffers a projected loss of revenue of 9%, excluding the Cerritos Center for the Performing Arts, of the projected budget for 2020-2021 of $101,403,278.00 during fiscal year 2020-2021.

The calculation of the projected loss of revenue shall be based on the mid-year budget review by the City to determine whether the projected loss of City revenue is 9% or more for fiscal year 2020-2021. The mid-year budget review shall take place in January-February 2021 for fiscal year 2020-2021.

If the projected loss of revenue, excluding the Center for the Performing Arts, is 9% or more based on the mid-year budget review, the City's Budget Manager, together with the City's Personnel/Risk Manager shall meet with representatives of AFSCME Local 619 to explain how the City determined the projected loss of revenue of 9% or more at the mid-year budget review. The City's Budget Manager will provide representatives of AFSCME Local 619 with basic documentary information that demonstrates the projected loss of City revenue is 9% or more for fiscal year 2020-2021. This meeting will take place before layoff and/or furlough notices are sent out to employees.

In the event the projected loss of revenue is 9% or more the City shall have the right to layoff and/or furlough full-time employees upon fourteen (14) days written notice and provided the City meets and confers with AFSCME Local 619 over the effects of the layoffs and/or furloughs as required by law to the extent the effects of the layoff or furloughs are not covered by the provisions of the MOU.

This no layoff and no furlough provision will sunset and be of no force and effect on and after June 30, 2021.

Except as specifically provided above whenever in the judgment of the City Council it becomes necessary, in the interest of economy or because the necessity of a position no longer exists, or the employee retires leaving the position vacant, the City Council may abolish any position or employment in the community service, and the employee holding such position for employment may be laid off without the right of appeal. However, prior to a lay-off, the City will meet and confer with the Union on alternative courses of action and impact.

The order of layoff of employees shall be established by the Personnel Officer. No permanent full-time employee shall be laid off from their position in any department while any part-time, temporary, seasonal and/or probationary employee is serving in the same class in the department. Seniority shall be observed in affecting layoffs in personnel. The least senior employee in a job classification subject to layoff will be laid off first. An employee subject to layoff may exercise his/her seniority within their specific job classification. Employees to be laid off shall be given at least 30 days prior notice.

The names of regular and probationary employees laid off or demoted in lieu of layoff shall be placed upon re-employment lists for two years for those classes requiring basically the same qualifications, duties and responsibilities of the class from which layoff or demotion in lieu of layoff was made.

Persons whose names are placed on re-employment lists in accordance with this section, and who are re-employed within the prescribed period, shall be regarded as having been on leave of absence during this period of absence, and entitled to all benefits accruing from such leave.

## ARTICLE 35 CONTRACTING OF FULL-TIME POSITIONS

A position filled by a permanent employee, covered by the full-time bargaining unit, shall not be contracted out unless it can be done without layoff. Effective July 1, 2012 this provision does not apply to the staff of the Cerritos Center for the Performing Arts.

## ARTICLE 36 RULES OF APPEAL TO PERSONNEL REVIEW BOARD

Section 1. **Right of Appeal**. Any employee in the community service shall, within seven days, have the right to appeal to the Personnel Review Board any disciplinary action, interpretation or alleged violation of the Personnel Ordinance, except in instances where the right of appeal is specifically prohibited by the Personnel Ordinance or the City of Cerritos Personnel Rules and Regulations.

Section 2. **Method of Appeal**. Appeals shall be in writing, subscribed by the appellant, and filed with the Personnel Manager who shall, within three days after receipt of the appeal, inform the City Manager, the appointing power, and such other persons or officers named or affected by the appeal, or the filing of the appeal. The appeal shall be a written statement, addressed to the City Manager, explaining the matter appealed from, and setting forth therein, a statement of the action desired by the appellant, with his/her reasons therefore. The formality of a legal pleading is not required.

Section 3. **Notice.** Upon the filing of an appeal, the City Manager may reject it or direct the Personnel Manager to set a date for a hearing on the appeal, not more than 15 days from the date of filing. The City Manager shall then appoint appropriate members to the Board, and the Personnel Manager shall notify all interested parties of the date, time and place of the hearing.

Section 4. **Investigation**. The Personnel Review Board may make such independent investigation of the matter as it may deem necessary, and results of such investigation shall be made a part of the record of the proceedings.

Section 5. **Hearings**. The appellant or his representative may appear personally before the Personnel Review Board at the time and place of the hearings. He may be represented by any person he may select and may at the hearing produce on his behalf relevant oral or documentary evidence. Appellant's case shall be stated first and, at the conclusion, opposition matter may then be presented. Rebuttal matter

which is not repetitive may be allowed at the discretion of the Personnel Review Board. The conduct and decorum of the hearing shall be under the control of the Personnel Review Board by its Chairman, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests an open hearing.

Section 6. **Findings and Recommendations**. The Personnel Review Board shall, within ten days after the conclusion of the hearing, certify its findings and decisions in writing to the City Manager, who shall then affirm, revoke or modify the action taken. Any member of the Personnel Review Board may submit a minority or supplemental finding and recommendation. In case of suspension, discharge or demotion, the appointing power shall reinstate any employee to his/her former status if proof is made that the action was for discriminatory reasons.

## ARTICLE 37 FULL-TIME EMPLOYEE GRIEVANCE PROCEDURE AND PERSONNEL REVIEW PROCEDURE

Whenever an employee feels that the policy of the City is not being appropriately applied to his/her circumstance, he/she shall take the following action:

Section 1. The Employee shall discuss the matter fully with his/her immediate supervisor within five working days of the incident. The supervisor will make every effort to dispose of the grievance in a fair and amiable manner and in accordance with the established policy of the City. After the employee and his/her supervisor have discussed the incident in question, the supervisor will give the employee a verbal or a written answer within three working days.

Section 2. If either party is not satisfied with the resolution at the first step, he/she should contact the Human Resources Division within one week and request further consideration. The Personnel Manager will contact the Department Head and suggest the steps to be taken to resolve the problem within the jurisdiction of the Department involved. Within ten working days, the parties will be provided a written or verbal answer by the Department Head. If the employee is still not satisfied with the action taken on his/her request, he/she may again contact the Personnel Manager within five working days to request further consideration of the situation.

Section 3. **Right of Appeal**. Any employee in the community service shall, within seven days, have the right to appeal to the Personnel Review Board any disciplinary action, interpretation of alleged violation of the Personnel Ordinance, except in instances where the right of appeal is specifically prohibited by the Personnel Ordinance or the Personnel Rules.

Section 4. **Method of Appeal**. Appeals shall be in writing, subscribed by the appellant and filed with the Personnel Manager who shall, within three days after receipt of the appeal, inform the City Manager, the appointing power and such other persons or officers named or affected by the appeal or the filing of the appeal. The appeal shall be a written statement, addressed to the City Manager, explaining the matter appealed from, and setting forth therein, a statement of the action desired by the appellant, with his/her reasons therefore. The formality of a legal pleading is not required.

Section 5. **Notice**. Upon the filing of an appeal, the City Manager may reject it or direct the Personnel Manager to set a date for a hearing on the appeal, not more than fifteen days from the date of filing. The City Manager shall then appoint appropriate members to the Board, and the Personnel Manager shall notify all interested parties of the date, time and place of the hearing.

Section 6. **Investigation**. The Personnel Review Board may make such independent investigation of the matter as it may deem necessary, and results of such investigation shall be made a part of the record of the proceedings.

Section 7. **Hearings**. The appellant or his/her representative may appear personally before the Personnel Review Board at the time and place of the hearings. He/she may be represented by any person he/she may select and may at the hearing produce on his/her behalf relevant oral or documentary evidence. Appellant's case shall be stated first and, at the conclusion, opposition matter may then be presented. Rebuttal matter which is not repetitive may be allowed at the discretion of the Personnel Review Board. The conduct and decorum of the hearing shall be under the control of the Personnel Review Board by its Chairman, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests an open hearing.

Section 8. **Findings and Recommendations**. The Personnel Review Board shall, within ten days after the conclusion of the hearing, certify its findings and decisions in writing to the City Manager, who shall then affirm, revoke or modify the action taken. Any member of the Personnel Review Board may submit a minority or supplemental finding and recommendation. In case of suspension, discharge or demotion, the appointing power shall reinstate any employee to his/her former status if proof is made that the action was for discriminatory reasons.

## ARTICLE 38 PERSONNEL REVIEW BOARD

The Personnel Review Board shall be appointed by the City Manager to review appeals submitted by any person in the community service relative to any disciplinary action, dismissal, demotion, charge of discrimination or alleged violation of this Resolution and to submit findings and recommendations for appropriate action to the City Manager. The Board will be made up of members whom the City Manager appoints to represent the interests involved and any others he considers necessary to arrive at an impartial judgment. Normally these will include:

a. The Personnel Manager who will act as Chairman.

b. A representative of the community service employee(s), with voting status.

c. Directors of departments not involved in the dispute(s), or designated representatives, with voting status.

d. A Recorder assigned by the City Manager in non-voting status.

e. At the discretion of the City Manager, the Assistant City Manager and/or the City Attorney may participate in Board meetings in non-voting status.

f. Any other individuals whom the City Manager considers necessary to guarantee rights of appellant and City administration. Such members may or may not vote at the discretion of the City Manager.

Meetings will be called at a time and place established by the Personnel Manager within 15 days of date of submittal of appeal, unless an extension is agreed upon by all parties concerned. Findings of the Board will be submitted to the City Manager in form of recommended action(s), and votes of the Board members for or against recommendations will be noted.

The status of the Board is administrative, and findings are not binding upon the City Manager who shall decide all cases in the best interest of the City.

## ARTICLE 39 SERVICE AWARDS

City employees become eligible for service awards recognizing their contributions to the City according to the following schedule:

| Years of Service |
|---|
| 1 |
| 3 |
| 5 |
| 10 |
| 15 |
| 20 |
| 25 |
| 30 |
| 35 |

In addition, employees retiring with twenty (20) or more full-time years of service with the City of Cerritos will receive a lifetime pass to one of the following: the golf course, the swim center, or the library.

## ARTICLE 40 MILEAGE REIMBURSEMENT

In City travel, expense claims for use of private automobiles must be approved by the Department Director. Such use will be paid at the IRS reimbursement rate. The IRS reimbursement rate will be reviewed and adjusted accordingly July 1 of every year.

## ARTICLE 41 UNIFORMS

The City will provide fifteen uniform pieces a year for all full-time personnel within the Public Services Department and the stage crew of the Cerritos Center for the Performing Arts who are required to wear uniforms on duty. Pieces may be shorts, pants, coveralls or shirts. The City will also provide one cap a year to all full-time personnel required to wear uniforms on duty that choose to wear a cap while at work. Only City issued caps are allowed. The City will also provide one jacket a year, without substituting uniforms, to all full-time personnel required to wear uniforms on duty that choose to wear a jacket while at work. The monetary value of uniforms will be up to $500 per year per employee. However, this amount will be adjusted upward if the actual cost of uniforms increases.

The employee must maintain four uniforms of serviceable quality during the work year. Employees will receive $300 toward the purchase of safety shoes, without substituting uniforms.

## ARTICLE 42 TUITION REIMBURSEMENT

The City will provide to employees $2,800 per fiscal year tuition reimbursement for courses which relate to their job assignment or when they are pursuing a degree in a major with potential value to the City. The completion date of the class shall be used in determining the fiscal year in which the benefit shall apply.

To be eligible an employee must: have full-time, permanent status; receive no other duplicate benefits under any student program; receive required approvals prior to class registration; provide the Personnel Office with evidence of satisfactory completion of a course within 30 days; return all classroom materials for which City reimbursement is being requested; and, remain in City employment for at least six months after course completion. The City may withhold from an employee's pay check sums equal to any amounts that may have been advanced or reimbursed if: an employee does not provide evidence of satisfactory completion of a course within 30 days, or an employee terminates within six months after course completion.

## ARTICLE 43 SAFETY AND HEALTH

Section 1. The City and the employees of the City agree to comply with all applicable federal and state laws that relate to health and safety.

Section 2. The City will make every reasonable effort to provide and maintain a safe and healthy place of employment.

Section 3. In accordance with law, the City will provide safety equipment where required by law or regulations for the safe performance of assigned duties. Employees to whom such equipment is issued will wear or use the equipment when required and each will be responsible for the equipment issued. Employees shall adhere to City rules regarding the use, maintenance and replacement of safety equipment. Employees requiring such equipment will notify the City and the City will provide the necessary equipment.

Section 4. The City will provide Hepatitis A and B testing when the employee submits a request to Human Resources and there is a job-related need for the test and/or vaccine.

## ARTICLE 44 STRIKES AND WORK STOPPAGES

The Union and City agree that during the term of this MOU there shall be no strikes, work stoppages, or any other job actions of such kind and nature. Any employee who participates in a work stoppage, strike, slowdown, sick in or sick out, blue flu and/or in any other concerted refusal to work or who participates in any manner in any picketing in support of any such strike, work stoppage, slowdown, sick-in or sick out, blue flu or in any other concerted refusal to work or impediment to work by employees of the City, or who induces other employees of the City to engage in such activities, shall be subject to termination of employment by the City.

In the event the Union calls, engages in, encourages, assists or condones in any manner any strike, work stoppage, slowdown, sick-in, sick-out, blue flu or any other concerted refusal to work by employees of the City, or any picketing in support thereof, or any other 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 the City, may take such other action lawfully authorized by the City's Employee Relations Resolution and applicable state law.

## ARTICLE 45 PERSONNEL RULES AND REGULATIONS, POLICIES AND PRACTICES INCORPORATED

The City and the Union agree that there presently exists in the Personnel Rules and Regulations of the City, a Drug and Alcohol Policy, a Medical Certification Policy, a Policy Against Harassment, a Nepotism Policy, a No Smoking Policy, a No Facial Hair Policy, a Seatbelt Policy, a Trip Reduction Policy, Tuition Policy, Ordinances and Resolutions of the City that relate to employee relations and benefits, and current practices of the City that relate to the management of City employees and the operations of City departments. The City and the Union agree to incorporate_each of these rules, regulations, ordinances, policies, and current practices into this MOU. To the extent that any provision of the MOU conflicts with the rules, regulations, policies, ordinances, and/or current practices of the City that relate to the management of City employees and the operations of City departments the rules, regulations, ordinances, policies and current practices of the City that relate to the management of City employees and the operations of City departments shall govern.

## ARTICLE 46 SOLE AND ENTIRE MOU

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOU's, and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal, state law or conflict with the rules, regulations, policies, ordinances, and or current practices of the City that relate to the management of city employees and the operations of city departments.

## ARTICLE 47 WAIVER OF BARGAINING DURING THE TERM OF MOU

The parties mutually agree that during the term of this MOU, they will not seek to negotiate or bargain concerning wages, hours and terms of employment whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU.

Regardless of the waiver contained in this Article, the Union and the City agree that the City shall be entitled to exercise all rights contained in City Rights that may require changes in wages, hours and terms and conditions of employment provided the City meets and confers with the Union in accordance with Article 4, Section 2, City Rights and specifically subject to provisions of Article 34.

## ARTICLE 48 EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules or Regulations of the City that 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, the Union shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

## ARTICLE 49 SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this MOU is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this MOU which will remain in full force and effect for the remainder of the term of the MOU.

## ARTICLE 50 AUTHORIZED AGENTS AND NOTICES

For the purpose of administering the terms and provisions of this MOU, principal authorized agents shall be:

1. Representing Management: Personnel/Risk Manager - MERR

2. Representing American Federation of State, County, & Municipal Employees Local 619, District Council 36: President, AFSCME Local 619

**ARTICLE 51 TERM OF MOU**

The term of this MOU shall be from July 1, 2020 to and including June 30, 2021.

AGREED UPON AND SIGNED BY:

CITY OF CERRITOS

Charles H. Goldstein, City Labor Attorney
Management Representative

Patricia Leyva, Personnel/Risk Manager
Municipal Employee Relations Representative

Amy Thomas, Personnel Administrator
Management Representative

AFSCME, LOCAL 619

Rogan Girard, Master Carpenter
President, AFSCME Local 619

Nick Brown, Park Gardener II
Representative, AFSCME Local 619

Cynthia Fialho, Facility/Volunteer Coordinator
Representative, AFSCME Local 619

Arcelia Hinojosa, Sr. Business License Officer
Representative, AFSCME Local 619

Ben Laurin, Recreation Services Coordinator
Representative, AFSCME Local 619

Hugo Zepeda, Library Clerk
Representative, AFSCME Local 619

Mary Ann Camacho, Accounting Technician
Representative, AFSCME Local 619

Henry Lowe, Stage Assistant V
Representative, AFSCME Local 619

Joan Heithoff, AFSCME Representative
AFSCME District Council 36

# CITY OF CERRITOS CLASSIFICATION STEPS
## 2020/2021

Exhibit 1

**CLASSIFICATION STEPS-FULL-TIME NON-EXEMPT EMPLOYEES (Salary last modified 7/1/19)**

| Grade | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I | Step J |
|---|---|---|---|---|---|---|---|---|---|---|
| 23 Hourly | 20.88 | 21.31 | 21.77 | 22.28 | 22.79 | 23.30 | 23.83 | 24.37 | 24.97 | 25.55 |
| 23 Monthly | 3,619 | 3,694 | 3,774 | 3,861 | 3,951 | 4,038 | 4,131 | 4,225 | 4,328 | 4,428 |
| 25 Hourly | 21.77 | 22.28 | 22.79 | 23.30 | 23.83 | 24.37 | 24.97 | 25.55 | 26.11 | 26.69 |
| 25 Monthly | 3,774 | 3,861 | 3,951 | 4,038 | 4,131 | 4,225 | 4,328 | 4,428 | 4,526 | 4,626 |
| 27 Hourly | 22.79 | 23.30 | 23.83 | 24.37 | 24.97 | 25.55 | 26.11 | 26.69 | 27.27 | 27.98 |
| 27 Monthly | 3,951 | 4,038 | 4,131 | 4,225 | 4,328 | 4,428 | 4,526 | 4,626 | 4,728 | 4,850 |
| 28 Hourly | 23.30 | 23.83 | 24.37 | 24.97 | 25.55 | 26.11 | 26.69 | 27.27 | 27.98 | 28.58 |
| 28 Monthly | 4,038 | 4,131 | 4,225 | 4,328 | 4,428 | 4,526 | 4,626 | 4,728 | 4,850 | 4,954 |
| 29 Hourly | 23.83 | 24.37 | 24.97 | 25.55 | 26.11 | 26.69 | 27.27 | 27.98 | 28.58 | 29.28 |
| 29 Monthly | 4,131 | 4,225 | 4,328 | 4,428 | 4,526 | 4,626 | 4,728 | 4,850 | 4,954 | 5,075 |
| 30 Hourly | 24.37 | 24.97 | 25.55 | 26.11 | 26.69 | 27.27 | 27.98 | 28.58 | 29.28 | 29.89 |
| 30 Monthly | 4,225 | 4,328 | 4,428 | 4,526 | 4,626 | 4,728 | 4,850 | 4,954 | 5,075 | 5,182 |
| 31 Hourly | 24.97 | 25.55 | 26.11 | 26.69 | 27.27 | 27.98 | 28.58 | 29.28 | 29.89 | 30.65 |
| 31 Monthly | 4,328 | 4,428 | 4,526 | 4,626 | 4,728 | 4,850 | 4,954 | 5,075 | 5,182 | 5,312 |
| 32 Hourly | 25.55 | 26.11 | 26.69 | 27.27 | 27.98 | 28.58 | 29.28 | 29.89 | 30.65 | 31.30 |
| 32 Monthly | 4,428 | 4,526 | 4,626 | 4,728 | 4,850 | 4,954 | 5,075 | 5,182 | 5,312 | 5,426 |
| 33 Hourly | 26.11 | 26.69 | 27.27 | 27.98 | 28.58 | 29.28 | 29.89 | 30.65 | 31.30 | 32.07 |
| 33 Monthly | 4,526 | 4,626 | 4,728 | 4,850 | 4,954 | 5,075 | 5,182 | 5,312 | 5,426 | 5,559 |
| 34 Hourly | 26.69 | 27.27 | 27.98 | 28.58 | 29.28 | 29.89 | 30.65 | 31.30 | 32.07 | 32.83 |
| 34 Monthly | 4,626 | 4,728 | 4,850 | 4,954 | 5,075 | 5,182 | 5,312 | 5,426 | 5,559 | 5,691 |
| 35 Hourly | 27.27 | 27.98 | 28.58 | 29.28 | 29.89 | 30.65 | 31.30 | 32.07 | 32.83 | 33.61 |
| 35 Monthly | 4,728 | 4,850 | 4,954 | 5,075 | 5,182 | 5,312 | 5,426 | 5,559 | 5,691 | 5,825 |
| 37 Hourly | 28.58 | 29.28 | 29.89 | 30.65 | 31.30 | 32.07 | 32.83 | 33.61 | 34.37 | 35.19 |
| 37 Monthly | 4,954 | 5,075 | 5,182 | 5,312 | 5,426 | 5,559 | 5,691 | 5,825 | 5,957 | 6,099 |
| 38 Hourly | 29.28 | 29.89 | 30.65 | 31.30 | 32.07 | 32.83 | 33.61 | 34.37 | 35.19 | 36.00 |
| 38 Monthly | 5,075 | 5,182 | 5,312 | 5,426 | 5,559 | 5,691 | 5,825 | 5,957 | 6,099 | 6,240 |

Note: In certain cases rounding adjustments may apply.

**CITY OF CERRITOS CLASSIFICATION TABLE**
**2020/2021**

Exhibit 2

| CLASSIFICATIONS-FULL-TIME-NON-EXEMPT (Salary last modified 7/1/19) | GRADE | SALARY/MONTHLY |
|---|---|---|
| Custodian I | 23 | 3619/4428 |
| Park Gardener I | 27 | 3951/4850 |
| Custodian II<br>Secretary/Receptionist<br>Tree Trimmer I<br>Water Maintenance I | 28 | 4038/4954 |
| Account Clerk<br>Delivery/Warehouse Clerk<br>Library Clerk | 29 | 4131/5075 |
| Assistant Aquatics Coordinator<br>Business License Officer<br>Event Coordinator<br>Water Meter Reader | 30 | 4225/5182 |
| Building and Safety Clerk<br>Maintenance Mechanic I<br>Senior Account Clerk<br>Senior Business License Officer<br>Ticket Office Coordinator | 31 | 4328/5312 |
| Custodial Leadworker<br>Division Secretary<br>Facility/Volunteer Coordinator<br>Human Services Coordinator<br>Library Assistant<br>Park Gardener II<br>Parking Enforcement Coordinator<br>Senior Services Recreation Coordinator | 32 | 4428/5426 |
| Aquatics Maintenance Specialist<br>Technical Services Assistant<br>Tree Trimmer II<br>Water Maintenance II | 33 | 4526/5559 |
| Audio Specialist<br>Corporate Yard Coordinator<br>Engineering Aide<br>Lighting Specialist<br>Master Carpenter<br>Purchasing Assistant<br>Senior Ticket Office Coordinator<br>Water Meter Repairer | 34 | 4626/5691 |
| Accounting Technician<br>Department Secretary<br>Maintenance Mechanic II<br>Planning Assistant | 35 | 4728/5825 |
| Community Safety Officer<br>Graphic Designer<br>House Coordinator<br>Media Coordinator<br>Sr. Library Assistant<br>Stage Crew Supervisor | 37 | 4954/6099 |
| Building Maintenance Technician<br>Buyer<br>Maintenance Leadworker<br>Parks Leadworker<br>Production Distribution<br>Maintenance Operator<br>Recreation Services Coordinator<br>Trees Leadworker<br>Water Maintenance Leadworker | 38 | 5075/6240 |

Note: Classifications listed may include active and inactive classifications; additionally previous salary tables should be referenced.

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

I, Vida Barone, City Clerk of the City of Cerritos, California, DO HEREBY CERTIFY that the foregoing **Resolution No. 2020-23** was duly approved and adopted by the City Council of the City of Cerritos at a Regular Meeting held on the 24th day of September, 2020, and that it was so adopted as follows:

| | | |
|---|---|---|
| AYES: | Councilmembers – | Barrows, Hu, Yokoyama, Vo, Solanki |
| NOES: | Councilmembers – | None |
| ABSENT: | Councilmembers – | None |
| ABSTAIN: | Councilmembers – | None |

DATED: September 24, 2020

Vida Barone

Vida Barone, City Clerk/Treasurer