

**CITY OF CERRITOS**

**RESOLUTION NO. 2020-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CERRITOS PROVIDING FOR CERTAIN ADJUSTMENTS IN THE EMPLOYMENT SYSTEM AND THE PERSONNEL POLICIES, FOR ALL PART-TIME TEMPORARY EMPLOYEES, INCLUDING TEMPORARY PART-TIME EMPLOYEES REPRESENTED BY THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 619, AND REPEALING RESOLUTION NO. 2017-26 AND ALL RELATED AMENDMENTS.**

WHEREAS, in the interest of maintaining harmonious and stable relationships between the City of Cerritos and the employees, the City, through its representatives, met with employee representatives of the part-time temporary bargaining unit to confer in good faith concerning wages, benefits and working conditions.

WHEREAS, the management representatives have reached an understanding (Exhibits 3 and 4) with the representatives of the temporary part-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.

WHEREAS, after careful consideration, the City has identified certain changes to the wages, benefits and working conditions of all represented and non-represented temporary part-time employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CERRITOS DOES HEREBY FIND, RESOLVE, AND DECLARE AS FOLLOWS:

**SECTION 1. Repeal of Previous Resolutions.** Resolution No. 2017-26 is hereby repealed by this Resolution and all related amendments.

**SECTION 2. Classification/Compensation Plan.** All represented part-time temporary employees are covered by this plan.

**SECTION 3. Part-Time Temporary Classifications.** The following position classifications are hereby established as part-time temporary classifications at the indicated salary grade effective July 1, 2020.

| CLASSIFICATIONS-TEMPORARY-PART-TIME (Salary last modified 7/1/19) | GRADE/<br>TIER | PAYRATE/HOURLY |
|---|----------------|----------------|
| Box Office Aide I   | 2              | 12.57/15.71    |
| Facility Assistant I  | 2B             | 11.70/14.59    |
| Library Page  | 2C             | 10.56/13.46    |
| Recreation Leader   | 2D             | 9.81/12.52     |
| Recreation Leader I   |                |                |
| Security/Parking Assistant I                                      |                |                |
| Senior Center Specialist I  |                |                |
| Stage Assistant I   | 3              | 12.82/16.07    |
|   | 3B             | 11.93/14.93    |
|   | 3C             | 10.78/13.79    |
|   | 3D             | 10.02/12.82    |
| Recreation Leader II  | 7              | 14.25/17.72    |
| Senior Center Specialist II                                       | 7B             | 13.25/16.49    |
|   | 7C             | 12.11/15.35    |
|   | 7D             | 11.27/14.27    |

| CLASSIFICATIONS-TEMPORARY-PART-TIME (Salary last modified 7/1/19) | GRADE/<br>TIER | PAYRATE/HOURLY |
|---|----------------|----------------|
| Box Office Aide II  | 13             | 16.50/20.56    |
| Clerical Aide   | 13B            | 15.35/19.11    |
| Crossing Guard  | 13C            | 14.20/17.98    |
| Facility Assistant II   | 13D            | 13.20/16.71    |
| Library Aide  |                |                |
| Parks Maintenance Assistant (Unskilled)                           |                |                |
| Recreation Leader III   |                |                |
| Senior Center Specialist III                                      |                |                |
| Stage Assistant II  |                |                |
| Administrative Intern   | 19             | 19.11/23.84    |
| Communications Intern   | 19B            | 17.78/22.18    |
| Emergency Preparedness Intern                                     | 19C            | 16.64/21.04    |
| Engineering Intern  | 19D            | 15.48/19.56    |
| Planning Intern   |                |                |
| Public Works Intern   |                |                |
| Recreation Leader IV  |                |                |
| Security/Parking Assistant II                                     |                |                |
| Senior Center Specialist IV                                       |                |                |
| Stage Assistant III   |                |                |
| Box Office Teller   | 23             | 22.02/26.89    |
| Custodian I   | 23B            | 20.48/25.01    |
| Facility Assistant III  | 23C            | 19.34/23.88    |
| Parking Enforcement Officer                                       | 23D            | 17.99/22.21    |
| Security/Parking Assistant III                                    |                |                |
| Senior Lifeguard  |                |                |
| Stage Assistant IV  |                |                |
| Pedestrian Safety Coordinator                                     | 25             | 22.97/28.26    |
|   | 25B            | 21.37/26.29    |
|   | 25C            | 20.22/25.14    |
|   | 25D            | 18.81/23.38    |
| Secretary/Receptionist  | 28             | 24.60/30.10    |
| Water Maintenance I   | 28B            | 22.88/27.99    |
|   | 28C            | 21.74/26.85    |
|   | 28D            | 20.21/24.97    |
| Account Clerk   | 29             | 25.28/31.04    |
| Building & Safety Clerk   | 29B            | 23.51/28.86    |
| Geographic Information Systems Clerk                              | 29C            | 22.36/27.72    |
| Graphic Design Artist   | 29D            | 20.80/25.76    |
| IT Clerk  |                |                |
| Library Clerk   |                |                |
| Purchasing Clerk  |                |                |
| Stage Assistant V   | 31             | 26.47/32.45    |
|   | 31B            | 24.62/30.20    |
|   | 31C            | 23.49/29.05    |
|   | 31D            | 21.84/27.03    |
| Assistant Lighting Specialist                                     | 32             | 27.04/33.19    |
| Audio Specialist  | 32B            | 25.14/30.87    |
| Code Enforcement Officer  | 32C            | 23.99/29.72    |
| Community Services Officer  | 32D            | 22.32/27.64    |
| Division Secretary  |                |                |
| Library Assistant   |                |                |
| Rigger Specialist   |                |                |
| Wardrobe/Backstage Prod. Asst.                                    |                |                |
| Zoning Enforcement Officer  |                |                |

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

**CLASSIFICATIONS-TEMPORARY-PART-TIME EXEMPT**  
 (Salary last modified 7/1/19)

|               | GRADE/<br>TIER | PAYRATE/HOURLY |
|---------------|----------------|----------------|
| Crime Analyst | 40             | 32.35/40.40    |
|               | 40B            | 30.07/37.56    |
|               | 40C            | 28.93/36.43    |
|               | 40D            | 26.90/33.88    |
| Librarian I   | 42             | 33.97/42.35    |
|               | 42B            | 31.58/39.40    |
|               | 42C            | 30.43/38.25    |
|               | 42D            | 28.30/35.57    |

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

**SECTION 4. Part-Time Temporary Salary and Benefit Administration Policies.** The following salary tables, policies and employment/benefit practices shall govern the employment/benefit administration for all represented part-time temporary classifications.

- a. Salary Schedules. The City shall grant a 0% salary increase effective July 1, 2020. The salary classification steps and the classification table for represented part-time temporary employees are presented in Exhibits 1 and 2.

CalPERS has sole discretion in determining pensionable compensation.

The salary system will meet minimum wage requirements.

In compliance with AB 1522, eligible part-time employees shall accrue sick leave in accordance with the legislation and shall be granted the sick leave with pay to attend to employee's own illness, or illness of a child, spouse, registered domestic partner, parent, grandparent, grandchild, or sibling.

Eligible part-time employees shall be granted their accrued sick leave with pay required to cover the shift. Employee must use a minimum of 2 hours of sick leave.

Effective with the Memorandum of Understanding of 2006-2008, the City implemented a two-tier salary plan. This new salary system will provide a reduction in salaries of 7% for new part-time employees. This new compensation/classification plan, noted as "B", will be in effect for all part-time employees hired after this amendment.

Effective with this Resolution of 2011, the City implemented a third tier salary plan. This new salary system will provide a reduction in salaries of \$1.00 per hour for new part-time employees. This new compensation/classification plan, noted as "C", will be in effect for all part-time employees hired after this amendment.

Employees hired after the City Council's approval of this MOU will be subject to a fourth tier salary table. The fourth tier salary table created for all new employees hired after the approval of this MOU is calculated as follows: all wages/steps are reduced by 7% below tier three salary table for part-time employees. This is for the purpose of paying the employee's contribution to the Public Employee's Retirement System.

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 overpayment will be returned directly to the affected employee.

**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 those represented employees who individually request in writing, through their recognized employee organization, that such deductions be made. The total amount of all such deductions shall be remitted by the City to the recognized employee organization.

The City reserves the right to implement a time clock system which accurately reports attendance of employees and their work time for employees that do not presently use time clocks.

In the event there is difficulty in recruiting and/or retaining qualified personnel, the City Manager, at his sole discretion, may elect to utilize the higher salary tier for part-time employees hired after the adoption of this Resolution.

- b. 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 Personnel Manager and with approval of the City Manager when it is decided that such action is in the best interest of the City.
- c. The remaining steps are adjustments which may be given based on the performance evaluation to recognize seniority and increased skill on the job. Employees are normally eligible for a merit adjustment after the completion of nine months of service. Each adjustment shall be made at the recommendation of the Department Head and Personnel Manager and if approved by the City Manager.
- d. Public Employees Retirement System. Eligibility requirements, benefit provisions, and effective dates are in accordance with PERS rules and regulations and subject to PERS contract amendments made by the City. The PERS contract currently provides:
  - a. 2.5% at age 55 benefit formula for employees subject to the Resolution No. 2004-28.
  - b. 3% at age 60 benefit formula for employees subject to the Resolution No. 2002-24.

Effective with this Resolution of 2011, the City shall amend the PERS contract to change the benefit formula to 2% at age 60. This benefit formula replaces the 2.5% at age 55 benefit formula for employees hired after the PERS contract amendment date. The eligibility requirements, benefit provisions and effective date will be in accordance with PERS rules and regulations.

These benefits exclude employees retired or separated from the City prior to the amendment's effective date, as determined by PERS.

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.

One percent (1%) of the employee's base salary shall be applied by the City to the employee's contribution to the Public Employee's Retirement System. The employee's base salary has been increased by 7% in the said salary tables so that

the City may apply it towards the employee's retirement plan, as applicable.

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.

PEPRA limits the availability of some or all benefit options for those defined by CalPERS as "New Members".

Members who elect will also be allowed to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment (Section 20930.3 of the PERS Optional Benefit Provisions).

Eligible part-time members of PERS will be provided with Fourth Level 1959 Survivor Benefit, PERS Survivor Continuance, and Optional Settlement 2 Death Benefit.

- e. Employees designated as part-time shall not be eligible for any benefits, beyond hourly wages, provided to full-time employees in this Resolution or any other rule, regulation, resolution or City practice.
- f. Active and retired part-time employees enrolled in PERS retirement are eligible to enroll in the PERS health insurance program for the hourly PERS bargaining unit. The City shall contribute \$320 per month to be used towards the PERS health insurance premium. The active part-time employee must work a minimum of 80 hours per month. If the part-time employee falls below 80 hours for more than one month then the part-time employee will be considered on inactive status and responsible for the full cost of their health insurance, but, if the active part-time employee works 1,000 hours in a calendar year they will be reimbursed.

Effective with this Resolution of 2011, the City shall amend the PERS contract, when permitted by PERS, to require retiree health benefits 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.

- g. The City will provide up to 20 eligible stage crew employees of the CCPA with nine uniform pieces. The eligible employees will be determined by a management supervisor. The City will provide up to 20 eligible stage crew employees of the CCPA with one jacket a year, without substituting uniforms. The eligible employees will be determined by a management supervisor. 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 City will provide up to 20 eligible stage crew employees of the CCPA with \$300 toward the purchase of safety shoes, without substituting uniforms. The eligible employees will be determined by a management supervisor.

- h. Cerritos Center for the Performing Arts employees who are called to work will be scheduled a minimum of four hours provided the employee performs four hours of work for the City.
- i. Employees assigned to the Cerritos Center for the Performing Arts as Stage Assistant I, II, III, or IV will receive a four-hour pay minimum regardless if the employee works less than four hours.
- j. The City will continue with its current uniform allotment practice and will provide five uniforms a year for personnel within the Recreation Division who are required to wear uniforms on duty. Such uniforms will consist of five pairs of pants or shorts or a combination.
- k. Employees required to work on Martin Luther King, Jr. Day and/or Thanksgiving Day and/or Christmas Day shall receive compensation at one and one-half times the number of hours actually worked.
- l. The City agrees to pay \$2.00 per hour above base pay to all employees working between the hours of 12:00 a.m. and 4:00 a.m. This only applies to the hours actually worked between 12:00 a.m. and 4:00 a.m.
- m. Assignment Pay:
  - a. House Manager Assignment – When assigned by Management, a Facility Assistant III may be assigned the duties of “house manager” when the full-time Facility Coordinator is not working. The assigned part-time employee shall receive 10% above their normal pay for the hours they have this assignment during a performance. Only one employee at a time can receive this assignment.
  - b. Stage Crew Supervisor Assignment – When assigned by Management, a part-time Stage Assistant IV or V may be assigned the duties of the Stage Crew Supervisor when the full-time Stage Crew Supervisor is not working. The assigned part-time employee is eligible to receive 10% above their normal pay for the hours they have this assignment during a performance. Only one employee at a time can receive this assignment.
- n. In the event there is difficulty in recruiting and/or retaining qualified personnel, at the sole discretion of the City Manager, a Department Director, for these specified reasons, may increase the hours of a non-PERS part-time employee so that they may become a member of PERS. The exercise of this option is not grievable.
- o. 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.
- p. No employee shall be promoted, demoted, discharged, in any way favored or discriminated against because of political opinions or affiliations, race, color, ancestry, national origin, religious creed, age, sex or because of exercise of his/her rights under the Meyers-Milias-Brown Act.

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

  
Naresh Solanki, Mayor

ATTEST:



Vida Barone, City Clerk/Treasurer

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

Exhibit 1

**CLASSIFICATION STEPS-TEMPORARY PART-TIME 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 |
|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 2 Hourly   | 12.57  | 12.82  | 13.19  | 13.54  | 13.89  | 14.25  | 14.62  | 14.89  | 15.27  | 15.71  |
| 2B Hourly  | 11.70  | 11.93  | 12.29  | 12.58  | 12.93  | 13.25  | 13.61  | 13.86  | 14.20  | 14.59  |
| 2C Hourly  | 10.56  | 10.78  | 11.14  | 11.43  | 11.78  | 12.11  | 12.46  | 12.72  | 13.07  | 13.46  |
| 2D Hourly  | 9.81   | 10.02  | 10.35  | 10.64  | 10.96  | 11.27  | 11.60  | 11.83  | 12.14  | 12.52  |
| 3 Hourly   | 12.82  | 13.19  | 13.54  | 13.89  | 14.25  | 14.62  | 14.89  | 15.27  | 15.71  | 16.07  |
| 3B Hourly  | 11.93  | 12.29  | 12.58  | 12.93  | 13.25  | 13.61  | 13.86  | 14.20  | 14.59  | 14.93  |
| 3C Hourly  | 10.78  | 11.14  | 11.43  | 11.78  | 12.11  | 12.46  | 12.72  | 13.07  | 13.46  | 13.79  |
| 3D Hourly  | 10.02  | 10.35  | 10.64  | 10.96  | 11.27  | 11.60  | 11.83  | 12.14  | 12.52  | 12.82  |
| 7 Hourly   | 14.25  | 14.62  | 14.89  | 15.27  | 15.71  | 16.07  | 16.50  | 16.95  | 17.32  | 17.72  |
| 7B Hourly  | 13.25  | 13.61  | 13.86  | 14.20  | 14.59  | 14.93  | 15.35  | 15.77  | 16.12  | 16.49  |
| 7C Hourly  | 12.11  | 12.47  | 12.72  | 13.07  | 13.46  | 13.79  | 14.20  | 14.62  | 14.97  | 15.35  |
| 7D Hourly  | 11.27  | 11.60  | 11.83  | 12.14  | 12.52  | 12.82  | 13.20  | 13.60  | 13.93  | 14.27  |
| 13 Hourly  | 16.50  | 16.95  | 17.32  | 17.72  | 18.18  | 18.65  | 19.11  | 19.58  | 20.09  | 20.56  |
| 13B Hourly | 15.35  | 15.77  | 16.12  | 16.49  | 16.90  | 17.32  | 17.78  | 18.22  | 18.69  | 19.11  |
| 13C Hourly | 14.20  | 14.62  | 14.97  | 15.35  | 15.76  | 16.18  | 16.64  | 17.07  | 17.55  | 17.98  |
| 13D Hourly | 13.20  | 13.60  | 13.93  | 14.27  | 14.66  | 15.06  | 15.48  | 15.87  | 16.31  | 16.71  |
| 19 Hourly  | 19.11  | 19.58  | 20.09  | 20.56  | 21.13  | 21.65  | 22.17  | 22.70  | 23.34  | 23.84  |
| 19B Hourly | 17.78  | 18.22  | 18.69  | 19.11  | 19.65  | 20.14  | 20.60  | 21.10  | 21.68  | 22.18  |
| 19C Hourly | 16.64  | 17.07  | 17.55  | 17.98  | 18.49  | 19.00  | 19.46  | 19.96  | 20.55  | 21.04  |
| 19D Hourly | 15.48  | 15.87  | 16.31  | 16.71  | 17.22  | 17.67  | 18.10  | 18.58  | 19.11  | 19.56  |
| 23 Hourly  | 22.02  | 22.50  | 22.97  | 23.49  | 24.05  | 24.59  | 25.12  | 25.72  | 26.31  | 26.89  |
| 23B Hourly | 20.48  | 20.92  | 21.37  | 21.85  | 22.36  | 22.86  | 23.38  | 23.92  | 24.46  | 25.01  |
| 23C Hourly | 19.34  | 19.78  | 20.22  | 20.70  | 21.22  | 21.73  | 22.24  | 22.78  | 23.32  | 23.88  |
| 23D Hourly | 17.99  | 18.39  | 18.81  | 19.27  | 19.75  | 20.20  | 20.68  | 21.18  | 21.67  | 22.21  |
| 25 Hourly  | 22.97  | 23.49  | 24.05  | 24.59  | 25.12  | 25.72  | 26.31  | 26.89  | 27.56  | 28.26  |
| 25B Hourly | 21.37  | 21.85  | 22.36  | 22.86  | 23.38  | 23.92  | 24.46  | 25.01  | 25.65  | 26.29  |
| 25C Hourly | 20.22  | 20.70  | 21.22  | 21.73  | 22.24  | 22.78  | 23.32  | 23.88  | 24.50  | 25.14  |
| 25D Hourly | 18.81  | 19.27  | 19.75  | 20.20  | 20.68  | 21.18  | 21.67  | 22.21  | 22.79  | 23.38  |
| 28 Hourly  | 24.60  | 25.12  | 25.72  | 26.36  | 26.91  | 27.56  | 28.16  | 28.79  | 29.51  | 30.10  |
| 28B Hourly | 22.88  | 23.38  | 23.92  | 24.53  | 25.02  | 25.65  | 26.18  | 26.78  | 27.45  | 27.99  |
| 28C Hourly | 21.74  | 22.24  | 22.78  | 23.38  | 23.89  | 24.50  | 25.05  | 25.65  | 26.31  | 26.85  |
| 28D Hourly | 20.21  | 20.68  | 21.18  | 21.75  | 22.22  | 22.79  | 23.30  | 23.85  | 24.47  | 24.97  |
| 29 Hourly  | 25.28  | 25.81  | 26.47  | 27.04  | 27.64  | 28.29  | 28.92  | 29.63  | 30.29  | 31.04  |
| 29B Hourly | 23.51  | 24.01  | 24.62  | 25.14  | 25.71  | 26.32  | 26.89  | 27.54  | 28.16  | 28.86  |
| 29C Hourly | 22.36  | 22.88  | 23.49  | 23.99  | 24.57  | 25.17  | 25.75  | 26.40  | 27.03  | 27.72  |
| 29D Hourly | 20.80  | 21.27  | 21.84  | 22.32  | 22.84  | 23.41  | 23.95  | 24.56  | 25.12  | 25.76  |
| 31 Hourly  | 26.47  | 27.04  | 27.64  | 28.29  | 28.92  | 29.63  | 30.29  | 31.04  | 31.73  | 32.45  |
| 31B Hourly | 24.62  | 25.14  | 25.71  | 26.32  | 26.89  | 27.54  | 28.16  | 28.86  | 29.50  | 30.20  |
| 31C Hourly | 23.49  | 23.99  | 24.57  | 25.17  | 25.75  | 26.40  | 27.03  | 27.72  | 28.35  | 29.05  |
| 31D Hourly | 21.84  | 22.32  | 22.84  | 23.41  | 23.95  | 24.56  | 25.12  | 25.76  | 26.37  | 27.03  |
| 32 Hourly  | 27.04  | 27.64  | 28.29  | 28.92  | 29.63  | 30.29  | 31.04  | 31.73  | 32.45  | 33.19  |
| 32B Hourly | 25.14  | 25.71  | 26.32  | 26.89  | 27.54  | 28.16  | 28.86  | 29.50  | 30.20  | 30.87  |
| 32C Hourly | 23.99  | 24.57  | 25.17  | 25.75  | 26.40  | 27.03  | 27.72  | 28.35  | 29.05  | 29.72  |
| 32D Hourly | 22.32  | 22.84  | 23.41  | 23.95  | 24.56  | 25.12  | 25.76  | 26.37  | 27.03  | 27.64  |
| 35 Hourly  | 28.92  | 29.64  | 30.29  | 31.04  | 31.70  | 32.46  | 33.16  | 33.98  | 34.81  | 35.61  |
| 35B Hourly | 26.89  | 27.55  | 28.16  | 28.86  | 29.47  | 30.21  | 30.84  | 31.59  | 32.38  | 33.13  |
| 35C Hourly | 25.75  | 26.42  | 27.03  | 27.72  | 28.32  | 29.06  | 29.70  | 30.44  | 31.24  | 31.99  |
| 35D Hourly | 23.95  | 24.57  | 25.12  | 25.76  | 26.34  | 27.04  | 27.62  | 28.31  | 29.04  | 29.75  |

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

Exhibit 1

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

| <b>Grade</b> | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> | <b>Step F</b> | <b>Step G</b> | <b>Step H</b> | <b>Step I</b> | <b>Step J</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 40 Hourly    | 32.35         | 33.16         | 33.98         | 34.84         | 35.70         | 36.61         | 37.49         | 38.46         | 39.41         | 40.40         |
| 40B Hourly   | 30.07         | 30.84         | 31.59         | 32.40         | 33.20         | 34.05         | 34.87         | 35.75         | 36.65         | 37.56         |
| 40C Hourly   | 28.93         | 29.70         | 30.44         | 31.26         | 32.06         | 32.91         | 33.73         | 34.61         | 35.51         | 36.43         |
| 40D Hourly   | 26.90         | 27.62         | 28.31         | 29.06         | 29.82         | 30.60         | 31.36         | 32.19         | 33.02         | 33.88         |
|              |               |               |               |               |               |               |               |               |               |               |
| 42 Hourly    | 33.97         | 34.81         | 35.68         | 36.49         | 37.44         | 38.38         | 39.30         | 40.40         | 41.35         | 42.35         |
| 42B Hourly   | 31.58         | 32.38         | 33.17         | 33.95         | 34.82         | 35.70         | 36.56         | 37.56         | 38.47         | 39.40         |
| 42C Hourly   | 30.43         | 31.24         | 32.03         | 32.80         | 33.68         | 34.56         | 35.40         | 36.43         | 37.33         | 38.25         |
| 42D Hourly   | 28.30         | 29.04         | 29.79         | 30.49         | 31.33         | 32.14         | 32.94         | 33.88         | 34.72         | 35.57         |

Note: In certain cases rounding adjustments may apply.

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

Exhibit 2

| CLASSIFICATIONS-TEMPORARY-PART-TIME (Salary last modified 7/1/19) | GRADE/<br>TIER | PAYRATE/HOURLY |
|---|----------------|----------------|
| Box Office Aide I   | 2              | 12.57/15.71    |
| Facility Assistant I  | 2B             | 11.70/14.59    |
| Library Page  | 2C             | 10.56/13.46    |
| Recreation Leader   | 2D             | 9.81/12.52     |
| Recreation Leader I   |                |                |
| Security/Parking Assistant I                                      |                |                |
| Senior Center Specialist I  |                |                |
| Stage Assistant I   | 3              | 12.82/16.07    |
|   | 3B             | 11.93/14.93    |
|   | 3C             | 10.78/13.79    |
|   | 3D             | 10.02/12.82    |
| Recreation Leader II  | 7              | 14.25/17.72    |
| Senior Center Specialist II                                       | 7B             | 13.25/16.49    |
|   | 7C             | 12.11/15.35    |
|   | 7D             | 11.27/14.27    |
| Box Office Aide II  | 13             | 16.50/20.56    |
| Clerical Aide   | 13B            | 15.35/19.11    |
| Crossing Guard  | 13C            | 14.20/17.98    |
| Facility Assistant II   | 13D            | 13.20/16.71    |
| Library Aide  |                |                |
| Parks Maintenance Assistant<br>(Unskilled)                        |                |                |
| Recreation Leader III   |                |                |
| Senior Center Specialist III                                      |                |                |
| Stage Assistant II  |                |                |
| Administrative Intern   | 19             | 19.11/23.84    |
| Communications Intern   | 19B            | 17.78/22.18    |
| Emergency Preparedness Intern                                     | 19C            | 16.64/21.04    |
| Engineering Intern  | 19D            | 15.48/19.56    |
| Planning Intern   |                |                |
| Public Works Intern   |                |                |
| Recreation Leader IV  |                |                |
| Security/Parking Assistant II                                     |                |                |
| Senior Center Specialist IV                                       |                |                |
| Stage Assistant III   |                |                |
| Box Office Teller   | 23             | 22.02/26.89    |
| Custodian I   | 23B            | 20.48/25.01    |
| Facility Assistant III  | 23C            | 19.34/23.88    |
| Parking Enforcement Officer                                       | 23D            | 17.99/22.21    |
| Security/Parking Assistant III                                    |                |                |
| Senior Lifeguard  |                |                |
| Stage Assistant IV  |                |                |
| Pedestrian Safety Coordinator                                     | 25             | 22.97/28.26    |
|   | 25B            | 21.37/26.29    |
|   | 25C            | 20.22/25.14    |
|   | 25D            | 18.81/23.38    |
| Secretary/Receptionist  | 28             | 24.60/30.10    |
| Water Maintenance I   | 28B            | 22.88/27.99    |
|   | 28C            | 21.74/26.85    |
|   | 28D            | 20.21/24.97    |
| Account Clerk   | 29             | 25.28/31.04    |
| Building & Safety Clerk   | 29B            | 23.51/28.86    |
| Geographic Information Systems<br>Clerk                           | 29C            | 22.36/27.72    |
| Graphic Design Artist   | 29D            | 20.80/25.76    |
| IT Clerk  |                |                |
| Library Clerk   |                |                |
| Purchasing Clerk  |                |                |

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

Exhibit 2

| CLASSIFICATIONS-TEMPORARY-PART-TIME <small>(Salary last modified 7/1/19)</small>  | GRADE/<br>TIER | PAYRATE/HOURLY |  |
|---|----------------|----------------|--|
| Stage Assistant V   | 31             | 26.47/32.45    |  |
|   | 31B            | 24.62/30.20    |  |
|   | 31C            | 23.49/29.05    |  |
|   | 31D            | 21.84/27.03    |  |
| Assistant Lighting Specialist<br>Audio Specialist<br>Code Enforcement Officer<br>Community Services Officer<br>Division Secretary<br>Library Assistant<br>Rigger Specialist<br>Wardrobe/Backstage Prod. Asst.<br>Zoning Enforcement Officer | 32             | 27.04/33.19    |  |
|   | 32B            | 25.14/30.87    |  |
|   | 32C            | 23.99/29.72    |  |
|   | 32D            | 22.32/27.64    |  |
|   |                |                |  |
|   |                |                |  |
|   |                |                |  |

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

| CLASSIFICATIONS-TEMPORARY-PART-TIME EXEMPT <small>(Salary last modified 7/1/19)</small> | GRADE/<br>TIER | PAYRATE/HOURLY |
|---|----------------|----------------|
| Crime Analyst   | 40             | 32.35/40.40    |
|   | 40B            | 30.07/37.56    |
|   | 40C            | 28.93/36.43    |
|   | 40D            | 26.90/33.88    |
| Librarian I   | 42             | 33.97/42.35    |
|   | 42B            | 31.58/39.40    |
|   | 42C            | 30.43/38.25    |
|   | 42D            | 28.30/35.57    |

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

**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 THE CERRITOS CITY TEMPORARY PART-TIME  
EMPLOYEES BARGAINING UNIT, AFSCME LOCAL 619, DISTRICT COUNCIL 36.**

This Memorandum of Understanding is entered into with reference to the following facts:

**SECTION A.** In the interest of maintaining harmonious and stable relationships between the City of Cerritos (hereinafter referred to as "City") and the employees thereof of the Temporary Part-Time Bargaining Unit, the Municipal Employees Relations Representative (hereinafter referred to as the "MERR"), together with the designated management representatives of the City, have met on a number of occasions with the representatives of the Cerritos City Temporary Part-Time Employees Bargaining Unit, AFSCME Local 619, District Council 36 (hereinafter referred to as the "Union"), to confer in good faith and exchange a number of proposals concerning wages, hours, fringe benefits and other terms and conditions of employment for the employee-members represented by the Union in the temporary, part-time bargaining unit.

**SECTION B.** The MERR and said management representatives have reached an understanding with the representatives of the Union as to certain recommendations to be made to the City Council of the City of Cerritos and have agreed that the parties hereto will jointly urge said Council to adopt appropriate resolutions providing for the changes concerning salaries, fringe benefits, and other terms and conditions of employment as contained in these joint recommendations.

**SECTION C.** Therefore, effective July 1, 2020 the MERR, together with the management representatives of the City, and the City of Cerritos Temporary Part-Time Employees, AFSCME Local 619, District Council 36, agree that the City shall grant the following changes to wages, benefits and working conditions, provided that the Union has agreed to drop all other economic and non-economic requests throughout the life of the agreement as follows:

1. Effective July 1, 2020, the City shall grant a 0% salary increase. CalPERS has sole discretion in determining pensionable compensation.

**SECTION D.** Therefore, effective July 1, 2017 the MERR, together with the management representatives of the City, and the City of Cerritos Temporary Part-Time Employees, AFSCME Local 619, District Council 36, agree that the City shall grant the following changes to wages, benefits and working conditions, provided that the Union has agreed to drop all other economic and non-economic requests throughout the life of the agreement as follows:

1. Effective July 1, 2017, the City shall grant a 5.7% salary increase. CalPERS has sole discretion in determining pensionable compensation.

2. As soon as practical, the City shall grant a one-time lump sum payment of \$350 to active part-time employees. This one-time lump sum payment will be administered via a payroll process in a separate payment. In accordance with CalPERS regulations, this one-time lump sum payment will not be reported to CalPERS as pensionable compensation. CalPERS has sole discretion in determining pensionable compensation. IRS withholding and reporting requirements will apply.
3. Effective July 1, 2018, the City shall adjust the salary schedule according to the CPI (Los Angeles-Riverside-Orange County for all urban consumers) for a one-year period reflecting the average of January, February, March 2018 with no rounding and with a minimum guarantee of a 1% COLA and a maximum increase of a 3% COLA.
4. Effective July 1, 2019, the City shall adjust the salary schedule according to the CPI (Los Angeles-Riverside-Orange County for all urban consumers) for a one-year period reflecting the average of January, February, March 2019 with no rounding and with a minimum guarantee of a 1% COLA and a maximum increase of a 3% COLA.
5. The City will provide up to 20 eligible stage crew employees of the CCPA with \$300 toward the purchase of safety shoes, without substituting uniforms. The eligible employees will be determined by a management supervisor.
6. The City will provide up to 20 eligible stage crew employees of the CCPA with one jacket a year, without substituting uniforms. The eligible employees will be determined by a management supervisor. 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.
7. In compliance with AB 1522, eligible part-time employees shall accrue sick leave in accordance with the legislation and shall be granted the sick leave with pay to attend to employee's own illness, or illness of a child, spouse, registered domestic partner, parent, grandparent, grandchild, or sibling.
8. Eligible part-time employees shall be granted their accrued sick leave with pay required to cover the shift. Employee must use a minimum of 2 hours of sick leave.

**SECTION E.** Therefore, effective July 1, 2014 the MERR, together with the management representatives of the City, and the City of Cerritos Temporary Part-Time Employees, AFSCME Local 619, District Council 36, agree that the City shall grant the following changes to wages, benefits and working conditions, provided that the Union has agreed to drop all other economic and non-economic requests throughout the life of the agreement as follows:

1. Effective July 1, 2014, the City shall grant a 2% salary increase.
2. Wage Reopener Terms: In order to reopen the MOU for negotiations of a cost of living increase for fiscal year 2015-2016, the Union shall submit a request to meet and confer regarding salaries and their proposal in writing to the City by

April 1, 2015. The City and the Union shall begin meeting and conferring by no later than April 15, 2015 regarding salaries provided in the MOU. The meet and confer process regarding salaries provided in the MOU shall be completed by no later than May 15, 2015, unless both parties agree in writing to extend the period to meet and confer to a specific date certain. Nothing contained herein guarantees the employees covered by the MOU will receive any increase in salaries and the foregoing is not a formula for an increase of salaries based on an increase in the CPI.

Nothing contained herein guarantees the employees covered by the MOU will receive any increase in salaries for fiscal year 2015-2016 and the foregoing is not a formula for the increase of salaries in accordance with increases in the CPI. The City and the Union agree not to discuss any other salary issues, including but not limited to reclassification of positions during the meet and confer discussion relating to salaries only.

3. The salary system will meet minimum wage requirements.
4. Public Employees Retirement System. 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.

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.

PEPRA limits the availability of some or all benefit options for those defined by CalPERS as "New Members".

5. The City will provide up to 20 eligible stage crew employees of the CCPA with \$145 toward the purchase of safety shoes, without substituting uniforms. The eligible employees will be determined by a management supervisor.
6. 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 those represented employees who individually request in writing, through their recognized employee organization, that such deductions be made. The total amount of all such deductions shall be remitted by the City to the recognized employee organization.

**SECTION F.** Therefore, effective July 1, 2011 the MERR, together with the management representatives of the City, and the City of Cerritos Temporary Part-Time Employees, AFSCME Local 619, District Council 36, agreed that the City granted the following changes to wages, benefits and working conditions, provided that the Union has agreed to drop all other economic and non-economic requests throughout the life of the agreement as follows:

1. The Union agrees to maintain all the wages, benefits, and working conditions for temporary part-time employees as specified in Resolution No. 2011-09, except as specifically stated herein.
2. Effective July 1, 2011, the City shall grant a 0% salary increase.
3. Wage Reopener Terms: In order to reopen the MOU for negotiations of a cost of living increase for fiscal year 2012-2013 the Consumer Price Index (CPI) for Los Angeles-Riverside-Orange County for all urban consumers average for January and February of 2012 must be at least 1%. If the CPI for January and February of 2012 is at least 1% in the cost of living, the City and the Union shall begin meeting and conferring by no later than April 15, 2012 regarding salaries provided in the MOU. The meet and confer process regarding salaries provided in the MOU shall be completed by no later than May 15, 2012, unless both parties agree in writing to extend the period to meet and confer to a specific date certain. The parties may agree to increase salaries up to 3%, subject to the approval of the City Council. Nothing contained herein guarantees the employees covered by the MOU will receive any increase in salaries and the foregoing is not a formula for an increase of salaries based on an increase in the CPI.

Nothing contained herein guarantees the employees covered by the MOU will receive any increase in salaries for fiscal year 2012-2013 and the foregoing is not a formula for the increase of salaries in accordance with increases in the CPI. The City and the Union agree not to discuss any other salary issues, including but not limited to reclassification of positions during the meet and confer discussion relating to salaries only.

In order to reopen the MOU for negotiations of a cost of living increase of up to 3% for fiscal year 2013-2014, the Consumer Price Index (CPI) Los Angeles-Riverside-Orange County for all urban consumers average for January and February 2013 must be at least 1%. If the CPI for January and February of 2013 is at least 1% the City and the Union shall begin meeting and conferring by no later than April 15, 2013 regarding salaries provided in the MOU. The meet and confer process for salaries provided in the MOU shall be completed by no later than May 15, 2013, unless both parties agree in writing to extend the period to meet and confer to a specific date certain. The parties may agree to increase salaries up to 3%, subject to the approval of the City Council.

Nothing contained herein guarantees the employees covered by the MOU will receive any increase in salaries for fiscal year 2013-2014 and the foregoing is not a formula for the increase of salaries in accordance with increases in the CPI. The City and the Union agree not to discuss any other salary issues, including but not limited to reclassification of positions during the meeting and confer discussion relating to salaries only.

4. Employees hired after the City Council's approval of this MOU will be subject to a fourth tier salary table. The fourth tier salary table created for all new employees hired after the approval of this MOU is calculated as follows: all wages/steps are reduced by 7% below tier three salary table for part-time employees. This is for the purpose of paying the employee's contribution to the Public Employee's Retirement System.

5. The City will provide up to 20 eligible stage crew employees of the CCPA with nine uniform pieces. The eligible employees will be determined by a management supervisor.
6. 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 overpayment will be returned directly to the affected employee.
7. The City reserves the right to implement a time clock system which accurately reports attendance of employees and their work time for employees that do not presently use time clocks.

**SECTION G.** Therefore, effective July 1, 2010 the MERR, together with the management representatives of the City, and the City of Cerritos Temporary Part-Time Employees, AFSCME Local 619, District Council 36, agreed that the City granted the following changes to wages, benefits and working conditions, that continue throughout the life of this agreement as follows:

1. Effective with the Memorandum of Understanding of 2006-2008, the City implemented a two-tier salary plan. This new salary system will provide a reduction in salaries of 7% for new part-time employees. This new compensation/classification plan, noted as "B", will be in effect for all part-time employees hired after this amendment.
2. Effective with this Resolution of 2011, the City implemented a third tier salary plan. This new salary system will provide a reduction in salaries of \$1.00 per hour for new part-time employees. This new compensation/classification plan, noted as "C", will be in effect for all part-time employees hired after this amendment.
3. Effective with this Resolution of 2011, the City shall amend the PERS contract, when permitted by PERS, to require retiree health benefits 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.

4. Public Employees Retirement System. Eligibility requirements, benefit provisions, and effective dates are in accordance with PERS rules and regulations and subject to PERS contract amendments made by the City. The PERS contract currently provides:
  - a. 2.5% at age 55 benefit formula for employees subject to the Resolution No. 2004-28.
  - b. 3% at age 60 benefit formula for employees subject to the Resolution No. 2002-24.

Effective with this Resolution of 2011, the City shall amend the PERS contract to change the benefit formula to 2% at age 60. This benefit formula replaces the 2.5% at age 55 benefit formula for employees hired after the PERS contract amendment date. The eligibility requirements, benefit provisions and effective date will be in accordance with PERS rules and regulations.

These benefits exclude employees retired or separated from the City prior to the amendment's effective date, as determined by PERS.

One percent (1%) of the employee's base salary shall be applied by the City to the employee's contribution to the Public Employee's Retirement System. The employee's base salary has been increased by 7% in the said salary tables so that the City may apply it towards the employee's retirement plan, as applicable.

Members who elect will also be allowed to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment (Section 20930.3 of the PERS Optional Benefit Provisions).

Eligible part-time members of PERS will be provided with Fourth Level 1959 Survivor Benefit, PERS Survivor Continuance, and Optional Settlement 2 Death Benefit.

**SECTION H.** Except as otherwise provided, the Municipal Employees Relations Representative and representatives of the Union agree that all changes in salaries, wages and monetary fringe benefits, as set forth herein, shall be binding on the parties hereto for the life of this Memorandum of Understanding. However, during economic uncertainty from the State, the Union shall have the right to meet and confer with the City regarding the impact on employees and if the Union and the City are unable to reach an agreement, the City may revert to layoffs. Further, it is agreed by the parties hereto that, with the exception of the said changes in salaries, wages and monetary fringe benefits as set forth in the Memorandum of Understanding there shall be no reduction in the benefits or other terms and conditions of employment as set forth in the existing personnel ordinances and resolutions of the City for all employees covered by this agreement.

**SECTION I.** It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable federal and state laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with applicable provisions of federal or state laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or

provision shall be suspended and superseded by such applicable laws or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and in effect.

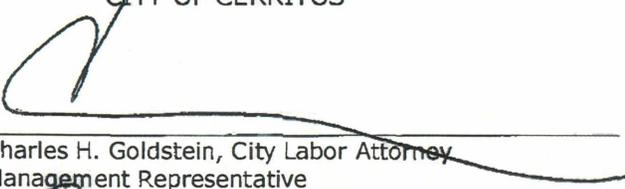
**SECTION J.** This agreement shall contain all the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours, and other terms and conditions of employment, not covered in the Agreement, are covered by existing ordinances, resolutions, policies, written understanding and practices of the City, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the life of the Agreement, neither party shall be compelled to Meet and Confer with the other except by mutual agreement of the parties, or unless compelled to do so by state law.

THIS MEMORANDUM OF UNDERSTANDING SHALL BE EFFECTIVE JULY 1, 2020, AND SHALL REMAIN IN FULL FORCE AND EFFECTIVE UNTIL JUNE 30, 2021.

AGREED UPON AND SIGNED BY:

CITY OF CERRITOS

AFSCME, LOCAL 619

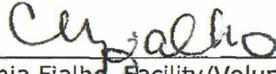
  
Charles H. Goldstein, City Labor Attorney  
Management Representative

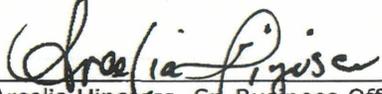
  
Rogan Girard, Master Carpenter  
President, AFSCME Local 619

  
Patricia Leyva, Personnel/Risk Manager  
Municipal Employee Relations Representative

Nick Brown, Park Gardener II  
Representative, AFSCME Local 619

  
Amy Thomas, Personnel Administrator  
Management Representative

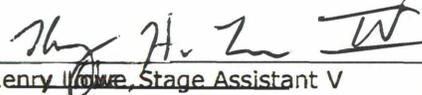
  
Cynthia Fialho, Facility/Volunteer Coordinator  
Representative, AFSCME Local 619

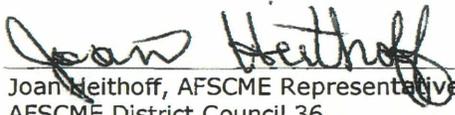
  
Arcelia Hinojosa, Sr. Business Officer  
Representative, AFSCME Local 619

  
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

**SIDE LETTER OF AGREEMENT**  
**June 4, 2020**

The American Federation of State, County and Municipal Employees Local 619 ("AFSCME Local 619") and the City of Cerritos ("City") agree to the terms of this Letter of Understanding and Agreement ("Agreement") as follows:

**Whereas**, AFSCME Local 619 represents a bargaining unit of full-time City employees and a separate bargaining unit of part-time City employees.

**Whereas**, in mid-March 2020 all full-time and part time City employees were furloughed with pay and benefits as a result of Governor Newsom's Stay at Home Executive Order due to the COVID-19 coronavirus followed by a Health Emergency Safety Order issued by the County of Los Angeles that effectively caused most major city operations such as the Center For the Performing Arts ("CCPA"), the library, senior center and recreation programs that employed large number of part time employees, to cease operations

**Whereas**, at that time the City believed that Governor Newsom's Stay at Home Executive Order due to the COVID-19 coronavirus, followed by Emergency Health Safety Orders by the County of Los Angeles, would be of limited duration.

**Whereas**, Governor Newsom's Stay at Home Executive Order due to the COVID-19 coronavirus and the County of Los Angeles Order continues to be enforced as of the date of this Letter of Understanding and Agreement.

**Whereas**, Governor Newsom's Stay at Home Executive Order due to the COVID-19 coronavirus and County of Los Angeles Order, and the fear that close contact between individuals could cause the spread of the COVID-19 coronavirus, forced the City to eliminate a number of programs and shutter operations such as the Cerritos Center for the Performing Arts, and the Cerritos Library, for the foreseeable future.

**Whereas**, on or about April 30, 2020 the City gave written notice to AFSCME Local 619 that the City wanted to bargain about the effects of a salary reduction, furlough and layoffs.

**Whereas**, on May 15, 2020 the City sent a letter notifying part time employees who were to continue to be furloughed, that effective May 18, 2020 they would no longer be paid and their hours would be reduced to zero.

**Whereas**, as of May 18, 2020, certain part time employees were entitled to benefits, such as health insurance coverage paid by the City and by the employee, were informed that these benefits would continue to the end of May 2020.

**Whereas**, on or about May 21, 2020, May 27, 2020, May 29, 2020, June 3, 2020 and June 4, 2020 representatives of AFSCME Local 619 and representatives of the City met and conferred about the effects of the continuing furlough of part time City employees on and after May 18, 2020.

**NOW THEREFORE**, AFSCME Local 619 and the City agree to resolve any and all claims, disputes, and/or allegations that the City and AFSCME Local 619 did not meet their respective obligations to meet and confer in a timely manner regarding the effects of the City's decision to furlough part time employees without pay and/or benefits. AFSCME Local 619 and the City agree as follows:

1. The City agrees to pay its portion of the premium for health insurance that the City was paying for California Public Employee Retirement System benefited employees as of May 15, 2020 for the period from June 1, 2020 through December 31, 2020. Employees are required to continue to pay their portion of the overall premium for the health insurance benefit that the employee has selected. The City will consider the hardship imposed on any employee on a case by case basis regarding the employee paying their portion of the overall premium for the health insurance benefit that the employee has selected. In the event and in the opinion of City Management a true hardship exists for the part-time employee the City will continue to pay the overall premium for health insurance on behalf of the employee. The part-time employee will pay the City all monies owed for their portion of the health insurance within 12 months of returning to work or by December 31, 2021 whichever is earlier. From June 1, 2020 through December 31, 2020 the current requirement to work an average of 80 hours per month in order to receive the City contribution of \$320 per month to be used towards the health insurance premium will be waived.
2. The City agrees to return to work furloughed part time employees as the City requires part time employees to perform work based on the needs of the City Department where the employee worked prior to being furloughed in mid-March 2020, based on the skills, ability and qualifications of the furloughed employee to perform the work needed by the Department and the length of service of the employee in that Department and the City. In the event the City re-furloughs and/or lay offs 50 or more part-time employees, the City will notify in writing all affected employees of the furlough and/or lay off 30-days prior to the furlough or lay off taking place. In the event or circumstances beyond the control of the City, such as acts of God, pandemic, fire, flood, insurrection, civil disorder, national emergency, emergency orders that require the City to close all but essential services or similar circumstances the City will not be required to provide a 30-day advance notice to affected employees.
3. Furloughed part time employees will be recalled to work in their previous Departments and positions before the City hires new employees who were not furloughed part-time employees, unless a part time employee recalled to work is unavailable and no other furloughed part-time employee in the same position is available.
4. The City is willing to permit furloughed part-time employees to apply for custodian positions presently being performed by outside contractors where the City can terminate its contract with the outside contractor that presently has a contract with the City without incurring any financial liability by terminating the contract. At present, of the six (6) contracts with outside contracting firms, terminating two (2) of the contracts prematurely could create liability for the City. However, the City has four (4) other contracts with outside contractors that are on a month-to-month basis and the City would not want to terminate these contracts until it was assured that the City had adequately trained part time furloughed employees to perform custodian services and that these employees were adequately supervised and willing to work the hours and shifts necessary to replace the contract workers previously performing custodian duties under the supervision of the contractors. AFSCME Local 619 and the City understand that the training period of furloughed part time

employees who accept custodian work could take up to two (2) weeks for each location at which the returning furloughed employee would perform custodian work. Furloughed part time employees who want to be considered for part time custodian positions must be willing to agree in writing to perform all of the essential job duties set forth in the job description of Custodian I that is attached as **Exhibit A** to this Agreement; agree to work the varying shifts and days of the week, holidays and evenings that are required of a part time Custodian I; agree to be paid the current wage rate for a new part time Custodian I that is \$17.99 per hour; and to satisfactorily complete the two week training program for the position of Custodian I. The determination that a furloughed part time employee has satisfactorily completed the training program for Custodian I will be made by the Environmental Services Manager or his designee. If the furloughed part-time employee does not complete the two week custodian training program, the furloughed employee will be returned to furlough and will be eligible to be returned to work in the position that the part time employee was furloughed from in accordance with the furloughed employee's skill, ability, qualification and length of service with the Department of the City where the employee worked at the time of the furlough in mid-March 2020.

5. When recalling part time employees from furlough in accordance with the needs of the Department that they worked in prior to the furlough, the City shall contact the employee to be recalled by telephone; by email and confirm that the City has contacted the furloughed employee to return to work by U.S. Mail to the employee's last known address in the City's personnel records. Employees shall have seven (7) calendar days to return to work or to advise the City why he or she cannot return to work on the date and time prescribed by the City. If the part-time employee does not return to work on the date they have been scheduled to return to work, the City will bypass the furloughed employee and contact the next senior part time furloughed employee to return to work and the City shall have no further obligation to contact the employee who has not returned to work.
6. The duties of a Safety Ambassador and/or the task of "high frequency cleaning" may continue to be performed by a City full-time employee unless, in the opinion of City Management, the amount of work required would be sufficient to require a PERS eligible part-time employee to perform such duties.
7. Effective July 1, 2020 the City agrees to discontinue the use of Volunteers on Patrol and Code Enforcement personnel at the Senior Center. At this time City Management will determine the staffing needs and the Senior Center programs the City will continue.
8. The foregoing constitutes the entire agreement between AFSCME Local 619 and the City regarding the effects of the furlough of part time employees as of May 18, 2020 and supersedes any prior agreements, promises and/or representations made by representatives of AFSCME Local 619 and/or the City.
9. This Agreement shall be interpreted under the laws of the State of California and should any part of this Agreement be declared unlawful by any administrative agency and/or court, the remainder of the Agreement shall be remain in full force and effect

AGREED UPON AND SIGNED BY:



Charles H. Goldstein  
Management Representative



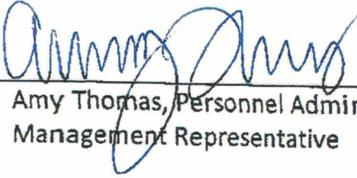
Rogan Girard, Master Carpenter  
President, AFSCME Local 619



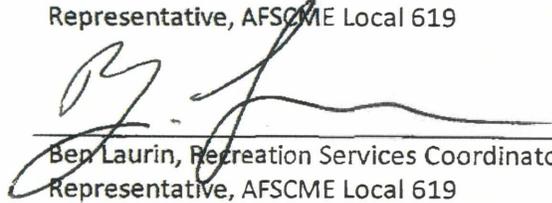
Patricia Leyva, Personnel Risk Manager  
Municipal Employee Relations Representative



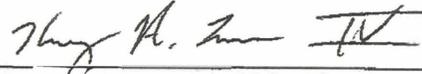
Nick Brown, Park Gardener II  
Representative, AFSCME Local 619



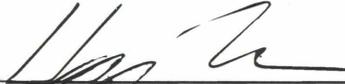
Amy Thomas, Personnel Administrator  
Management Representative



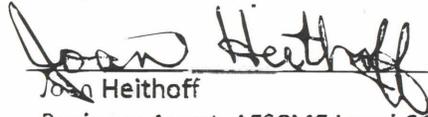
Ben Laurin, Recreation Services Coordinator  
Representative, AFSCME Local 619



Henry Lowe, Stage Assistant IV  
Representative, AFSCME Local 619



Hugo Zepeda, Library Clerk  
Representative, AFSCME Local 619



Joan Heithoff  
Business Agent, AFSCME Local 619



*City of Cerritos*

**JOB DESCRIPTION**

DEPARTMENT APPROVAL

PERSONNEL APPROVAL

CITY MANAGER APPROVAL

EFFECTIVE DATE

MARCH 2015

SUPERSEDES

JUNE 1996

**CUSTODIAN I**

**DEFINITION:** Under general supervision, performs routine unskilled, manual and semi-skilled work in the care, cleaning and minor maintenance of City buildings, grounds, sculptures and public art; performs other work as required.

Job Characteristic: Works a varying schedule of hours, which will include early mornings, nights, weekends and holidays.

**ESSENTIAL DUTIES:**

- Sweep, mop, wax and polish floors.
- Dust and polish woodwork, fixtures and equipment.
- Wash windows, walls and lavatories.
- Empty and clean wastebaskets and trash containers.
- Replace light bulbs.
- Set up for various activities--moving chairs, tables and other furniture and equipment as required.
- Lock doors and windows.
- Determine janitorial supply and equipment needs.
- Perform minor maintenance and repair work to buildings such as replacing light bulbs, repairing windows, latches, door hinges, etc.; and report other maintenance requirements for corrections.
- Perform routine maintenance repairs and cleaning of pool and aquatics equipment.
- Maintain equipment used in the course of work.
- Clean and maintain sculptures and any other public art displayed throughout the City.

**EMPLOYMENT STANDARDS:**

Knowledge of:

- The methods, preparations and equipment used in the cleaning and minor maintenance of buildings.
- The hazards and safety precautions related to the work.
- Requirements for maintaining facilities, sculptures and public art in a safe, clean and orderly condition.

Ability to:

- Operate and maintain a variety of janitorial equipment and material.
- Perform daily assigned tasks independently without close supervision.
- Read, write, understand and carry out oral and written directions.
- Establish and maintain cooperative working relationships with those contacted in the course of work.



JOB DESCRIPTION

PAGE 2

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|                              |                         |
|------------------------------|-------------------------|
| EFFECTIVE DATE<br>MARCH 2015 | SUPERSEDES<br>JUNE 1996 |
|------------------------------|-------------------------|

**CUSTODIAN I**

(Continued)

**PHYSICAL DEMANDS AND WORK ENVIRONMENT:** Work is performed indoors and outdoors. When work is performed outdoors, there is full exposure to the elements and the incumbent may be exposed to heat and cold. The incumbent stands and walks on level and uneven/slippery surfaces, kneels, crouches, climbs ladders and inclines, twists, bends, pushes, pulls, reaches, grasps lifts and carries items weighing up to 50 pounds. The incumbent drives a vehicle on City business. The incumbent may be exposed to vehicular traffic, oils, solvents, pool chemicals and paint. The incumbent must be able to meet the physical requirements of the class and have mobility, vision, hearing and dexterity levels appropriate to the duties to be performed.

**TRAINING AND EXPERIENCE:** Any combination of training and experience which would provide the required knowledge and abilities. A typical way to obtain these would be: one year of experience in janitorial work. A valid California driver's license is required. Must be able to furnish own transportation.

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. 2020-24** 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



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Vida Barone, City Clerk/Treasurer