

**CITY OF CERRITOS**

**RESOLUTION NO. 2017-26**

**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. 2014-38 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 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 Repeal of Previous Resolutions.** Resolution No. 2014-38 is hereby repealed by this Resolution and all related amendments.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, 2017.

CLASSIFICATIONS-TEMPORARY-PART-TIME <small>(Salary last modified 7/1/17)</small>	GRADE/ TIER	PAYRATE/HOURLY
Box Office Aide I	2	11.87/14.83
Facility Assistant I	2B	11.05/13.78
Library Page	2C	9.97/12.71
Recreation Leader	2D	9.26/11.82
Recreation Leader I		
Security/Parking Assistant I		
Senior Center Specialist I		
Stage Assistant I	3	12.11/15.17
	3B	11.26/14.10
	3C	10.18/13.02
	3D	9.47/12.11
Recreation Leader II	7	13.46/16.74
Senior Center Specialist II	7B	12.51/15.57
	7C	11.44/14.49
	7D	10.64/13.48

CLASSIFICATIONS-TEMPORARY-PART-TIME (Salary last modified 7/1/17)	GRADE/ TIER	PAYRATE/HOURLY
Box Office Aide II	13	15.58/19.42
Clerical Aide	13B	14.49/18.05
Crossing Guard	13C	13.41/16.98
Facility Assistant II	13D	12.47/15.78
Library Aide		
Parks Maintenance Assistant (Unskilled)		
Recreation Leader III		
Senior Center Specialist III		
Stage Assistant II		
Administrative Intern	19	18.05/22.51
Communications Intern	19B	16.80/20.95
Emergency Preparedness Intern	19C	15.72/19.87
Engineering Intern	19D	14.62/18.48
Planning Intern		
Public Works Intern		
Recreation Leader IV		
Security/Parking Assistant II		
Senior Center Specialist IV		
Stage Assistant III		
Box Office Teller	23	20.80/25.40
Custodian I	23B	19.34/23.62
Facility Assistant III	23C	18.26/22.55
Parking Enforcement Officer	23D	16.99/20.97
Security/Parking Assistant III		
Senior Lifeguard		
Stage Assistant IV		
Pedestrian Safety Coordinator	25	21.69/26.69
	25B	20.18/24.82
	25C	19.10/23.74
	25D	17.77/22.08
Secretary/Receptionist	28	23.23/28.43
Water Maintenance I	28B	21.61/26.44
	28C	20.53/25.36
	28D	19.09/23.58
Account Clerk	29	23.87/29.31
Building & Safety Clerk	29B	22.20/27.25
Geographic Information Systems Clerk	29C	21.12/26.17
Graphic Design Artist	29D	19.64/24.33
IT Clerk		
Library Clerk		
Purchasing Clerk		
Stage Assistant V	31	25.00/30.65
	31B	23.25/28.52
	31C	22.18/27.44
	31D	20.62/25.52
Assistant Lighting Specialist	32	25.53/31.35
Audio Specialist	32B	23.74/29.15
Code Enforcement Officer	32C	22.66/28.07
Community Services Officer	32D	21.08/26.11
Division Secretary		
Library Assistant		
Rigger Specialist		
Wardrobe/Backstage Prod. Asst.		
Zoning Enforcement Officer		

Note: Classifications listed include active and inactive classifications.

**CLASSIFICATIONS-TEMPORARY-PART-TIME EXEMPT**  
 (Salary last modified 7/1/17)

	GRADE/ TIER	PAYRATE/HOURLY
Crime Analyst	40	30.55/38.15
	40B	28.40/35.48
	40C	27.32/34.41
	40D	25.41/32.00
Librarian I	42	32.08/40.00
	42B	29.82/37.21
	42C	28.74/36.13
	42D	26.73/33.59

Note: Classifications listed include active and inactive classifications.

**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 5.7% salary increase effective July 1, 2017. 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.

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.

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.

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.

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 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

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.

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.

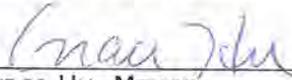
- g. The City will provide up to 20 eligible stage crew employees of the CCPA with nine uniform pieces. The eligible employees will be determined by a management supervisor. The City will provide up to 20 eligible stage crew employees of the CCPA with one jacket a year, without substituting uniforms. 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 18<sup>th</sup> day of September, 2017.

  
\_\_\_\_\_  
Grace Hu, Mayor

ATTEST:

  
\_\_\_\_\_  
Vida Barone, City Clerk

**CITY OF CERRITOS CLASSIFICATION STEPS  
2017/2018  
(5.7%)**

Exhibit 1

**CLASSIFICATION STEPS-TEMPORARY PART-TIME EMPLOYEES-(Salary last modified 7/1/17)**

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
2 Hourly	11.87	12.11	12.46	12.79	13.12	13.46	13.81	14.06	14.42	14.83
2B Hourly	11.05	11.26	11.60	11.88	12.21	12.51	12.85	13.09	13.41	13.78
2C Hourly	9.97	10.18	10.52	10.80	11.13	11.44	11.77	12.01	12.34	12.71
2D Hourly	9.26	9.47	9.78	10.05	10.35	10.64	10.95	11.17	11.47	11.82
3 Hourly	12.11	12.46	12.79	13.12	13.46	13.81	14.06	14.42	14.83	15.17
3B Hourly	11.26	11.60	11.88	12.21	12.51	12.85	13.09	13.41	13.78	14.10
3C Hourly	10.18	10.52	10.80	11.13	11.44	11.77	12.01	12.34	12.71	13.02
3D Hourly	9.47	9.78	10.05	10.35	10.64	10.95	11.17	11.47	11.82	12.11
7 Hourly	13.46	13.81	14.06	14.42	14.83	15.17	15.58	16.01	16.36	16.74
7B Hourly	12.51	12.85	13.09	13.41	13.78	14.10	14.49	14.89	15.22	15.57
7C Hourly	11.44	11.77	12.01	12.34	12.71	13.02	13.41	13.81	14.14	14.49
7D Hourly	10.64	10.95	11.17	11.47	11.82	12.11	12.47	12.84	13.15	13.48
13 Hourly	15.58	16.01	16.36	16.74	17.16	17.61	18.05	18.49	18.97	19.42
13B Hourly	14.49	14.89	15.22	15.57	15.96	16.36	16.80	17.20	17.65	18.05
13C Hourly	13.41	13.81	14.14	14.49	14.88	15.28	15.72	16.12	16.57	16.98
13D Hourly	12.47	12.84	13.15	13.48	13.84	14.22	14.62	14.99	15.41	15.78
19 Hourly	18.05	18.49	18.97	19.42	19.95	20.45	20.94	21.44	22.04	22.51
19B Hourly	16.80	17.20	17.65	18.05	18.55	19.02	19.46	19.92	20.48	20.95
19C Hourly	15.72	16.12	16.57	16.98	17.47	17.94	18.38	18.85	19.41	19.87
19D Hourly	14.62	14.99	15.41	15.78	16.26	16.69	17.10	17.54	18.05	18.48
23 Hourly	20.80	21.25	21.69	22.18	22.71	23.22	23.73	24.29	24.84	25.40
23B Hourly	19.34	19.76	20.18	20.63	21.12	21.59	22.08	22.59	23.10	23.62
23C Hourly	18.26	18.68	19.10	19.55	20.04	20.52	21.00	21.51	22.02	22.55
23D Hourly	16.99	17.37	17.77	18.19	18.65	19.08	19.53	20.00	20.47	20.97
25 Hourly	21.69	22.18	22.71	23.22	23.73	24.29	24.84	25.40	26.03	26.69
25B Hourly	20.18	20.63	21.12	21.59	22.08	22.59	23.10	23.62	24.22	24.82
25C Hourly	19.10	19.55	20.04	20.52	21.00	21.51	22.02	22.55	23.14	23.74
25D Hourly	17.77	18.19	18.65	19.08	19.53	20.00	20.47	20.97	21.52	22.08
28 Hourly	23.23	23.73	24.29	24.89	25.42	26.03	26.59	27.19	27.87	28.43
28B Hourly	21.61	22.08	22.59	23.16	23.63	24.22	24.73	25.29	25.92	26.44
28C Hourly	20.53	21.00	21.51	22.08	22.56	23.14	23.66	24.22	24.84	25.36
28D Hourly	19.09	19.53	20.00	20.54	20.98	21.52	22.00	22.52	23.11	23.58
29 Hourly	23.87	24.38	25.00	25.53	26.11	26.72	27.31	27.98	28.60	29.31
29B Hourly	22.20	22.68	23.25	23.74	24.28	24.85	25.40	26.01	26.59	27.25
29C Hourly	21.12	21.61	22.18	22.66	23.20	23.77	24.32	24.93	25.52	26.17
29D Hourly	19.64	20.09	20.62	21.08	21.57	22.11	22.62	23.19	23.73	24.33
31 Hourly	25.00	25.53	26.11	26.72	27.31	27.98	28.60	29.31	29.97	30.65
31B Hourly	23.25	23.74	24.28	24.85	25.40	26.01	26.59	27.25	27.86	28.52
31C Hourly	22.18	22.66	23.20	23.77	24.32	24.93	25.52	26.17	26.78	27.44
31D Hourly	20.62	21.08	21.57	22.11	22.62	23.19	23.73	24.33	24.90	25.52
32 Hourly	25.53	26.11	26.72	27.31	27.98	28.60	29.31	29.97	30.65	31.35
32B Hourly	23.74	24.28	24.85	25.40	26.01	26.59	27.25	27.86	28.52	29.15
32C Hourly	22.66	23.20	23.77	24.32	24.93	25.52	26.17	26.78	27.44	28.07
32D Hourly	21.08	21.57	22.11	22.62	23.19	23.73	24.33	24.90	25.52	26.11
35 Hourly	27.31	27.99	28.60	29.31	29.94	30.66	31.32	32.09	32.87	33.63
35B Hourly	25.40	26.02	26.59	27.25	27.83	28.53	29.13	29.83	30.58	31.29
35C Hourly	24.32	24.95	25.52	26.17	26.75	27.45	28.05	28.75	29.50	30.21
35D Hourly	22.62	23.20	23.73	24.33	24.87	25.53	26.09	26.74	27.43	28.10

**CITY OF CERRITOS CLASSIFICATION STEPS  
2017/2018  
(5.7%)**

Exhibit 1

**CLASSIFICATION STEPS-TEMPORARY PART-TIME EXEMPT EMPLOYEES-(Salary last modified 7/1/17)**

<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	30.55	31.32	32.09	32.90	33.72	34.57	35.41	36.32	37.22	38.15
40B Hourly	28.40	29.13	29.83	30.60	31.36	32.15	32.93	33.77	34.61	35.48
40C Hourly	27.32	28.05	28.75	29.52	30.28	31.08	31.85	32.69	33.53	34.41
40D Hourly	25.41	26.09	26.74	27.45	28.16	28.90	29.62	30.40	31.18	32.00
42 Hourly	32.08	32.87	33.70	34.47	35.36	36.24	37.12	38.15	39.05	40.00
42B Hourly	29.82	30.58	31.33	32.06	32.88	33.72	34.52	35.48	36.33	37.21
42C Hourly	28.74	29.50	30.25	30.98	31.81	32.64	33.44	34.41	35.25	36.13
42D Hourly	26.73	27.43	28.14	28.80	29.59	30.35	31.11	32.00	32.79	33.59

Note: In certain cases rounding adjustments may apply.

CITY OF CERRITOS CLASSIFICATION TABLE  
2017/2018

Exhibit 2

CLASSIFICATIONS-TEMPORARY-PART-TIME (Salary last modified 7/1/17)	GRADE/ TIER	PAYRATE/HOURLY
Box Office Aide I Facility Assistant I Library Page Recreation Leader Recreation Leader I Security/Parking Assistant I Senior Center Specialist I	2 2B 2C 2D	11.87/14.83 11.05/13.78 9.97/12.71 9.26/11.82
Stage Assistant I	3 3B 3C 3D	12.11/15.17 11.26/14.10 10.18/13.02 9.47/12.11
Recreation Leader II Senior Center Specialist II	7 7B 7C 7D	13.46/16.74 12.51/15.57 11.44/14.49 10.64/13.48
Box Office Aide II Clerical Aide Crossing Guard Facility Assistant II Library Aide Parks Maintenance Assistant (Unskilled) Recreation Leader III Senior Center Specialist III Stage Assistant II	13 13B 13C 13D	15.58/19.42 14.49/18.05 13.41/16.98 12.47/15.78
Administrative Intern Communications Intern Emergency Preparedness Intern Engineering Intern Planning Intern Public Works Intern Recreation Leader IV Security/Parking Assistant II Senior Center Specialist IV Stage Assistant III	19 19B 19C 19D	18.05/22.51 16.80/20.95 15.72/19.87 14.62/18.48
Box Office Teller Custodian I Facility Assistant III Parking Enforcement Officer Security/Parking Assistant III Senior Lifeguard Stage Assistant IV	23 23B 23C 23D	20.80/25.40 19.34/23.62 18.26/22.55 16.99/20.97
Pedestrian Safety Coordinator	25 25B 25C 25D	21.69/26.69 20.18/24.82 19.10/23.74 17.77/22.08
Secretary/Receptionist Water Maintenance I	28 28B 28C 28D	23.23/28.43 21.61/26.44 20.53/25.36 19.09/23.58
Account Clerk Building & Safety Clerk Geographic Information Systems Clerk Graphic Design Artist IT Clerk Library Clerk Purchasing Clerk	29 29B 29C 29D	23.87/29.31 22.20/27.25 21.12/26.17 19.64/24.33

CITY OF CERRITOS CLASSIFICATION TABLE  
2017/2018

Exhibit 2

CLASSIFICATIONS-TEMPORARY-PART-TIME (Salary last modified 7/1/17)	GRADE/ TIER	PAYRATE/HOURLY
Stage Assistant V	31	25.00/30.65
	31B	23.25/28.52
	31C	22.18/27.44
	31D	20.62/25.52
Assistant Lighting Specialist Audio Specialist Code Enforcement Officer Community Services Officer Division Secretary Library Assistant Rigger Specialist Wardrobe/Backstage Prod. Asst. Zoning Enforcement Officer	32	25.53/31.35
	32B	23.74/29.15
	32C	22.66/28.07
	32D	21.08/26.11

Note: Classifications listed include active and inactive classifications.

CLASSIFICATIONS-TEMPORARY-PART-TIME EXEMPT (Salary last modified 7/1/17)	GRADE/ TIER	PAYRATE/HOURLY
Crime Analyst	40	30.55/38.15
	40B	28.40/35.48
	40C	27.32/34.41
	40D	25.41/32.00
Librarian I	42	32.08/40.00
	42B	29.82/37.21
	42C	28.74/36.13
	42D	26.73/33.59

Note: Classifications listed include active and inactive classifications.

**Document Date: August 2, 2017  
July 1, 2017 to June 30, 2020**

**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, 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 D.** 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 E.** 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 F.** 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 G.** 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 H.** 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.

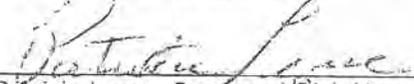
**SECTION I.** This agreement shall contain all the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours, and other terms and conditions of employment, not covered

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.

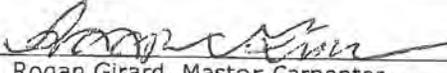
THIS MEMORANDUM OF UNDERSTANDING SHALL BE EFFECTIVE JULY 1, 2017, AND SHALL REMAIN IN FULL FORCE AND EFFECTIVE UNTIL JUNE 30, 2020.

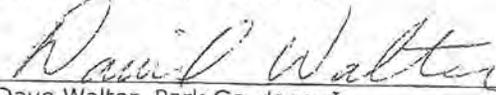
AGREED UPON AND SIGNED BY:

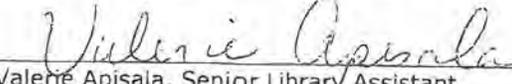
  
Charles H. Goldstein, City Labor Attorney  
Management Representative

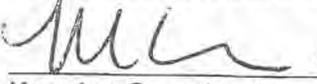
  
Patricia Leyva, Personnel/Risk Manager  
Municipal Employee Relations Representative

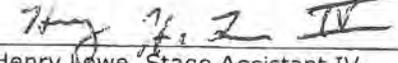
  
Vince Brar, Assistant City Manager/Water & Power  
Management Representative

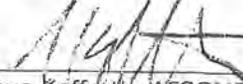
  
Rogan Girard, Master Carpenter  
President, AFSCME Local 619

  
Dave Walter, Park Gardener I  
Representative, AFSCME Local 619

  
Valene Apisala, Senior Library Assistant  
Representative, AFSCME Local 619

  
Mary Ann Camacho, Accounting Technician  
Representative, AFSCME Local 619

  
Henry Lowe, Stage Assistant IV  
Representative, AFSCME Local 619

  
Steve Koffroth, AFSCME Representative  
AFSCME District Council 36

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. 2017-26** was duly adopted by the City Council of the City of Cerritos at a Special Meeting held on the 18th day of September, 2017, and that it was so adopted as follows:

AYES:            Councilmembers – Edwards, Solanki, Yokoyama, Pulido, Hu  
NOES:            Councilmembers – None.  
ABSENT:          Councilmembers – None.  
ABSTAIN:         Councilmembers – None.

DATED: September 18, 2017



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Vida Barone  
City Clerk