

MEMORANDUM OF UNDERSTANDING

for Represented Part-Time, Non-Exempt Employees

Between

The City of Cerritos

And

**The American Federation of State,
County and Municipal Employees,
Local 619 District Council 36**

JULY 1, 2024 - JUNE 30, 2027

Document Date: December 2, 2024

July 1, 2024 to June 30, 2027

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

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CHAPTER I RECITALS AND RIGHTS

ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code section 3500 et seq. the City of Cerritos, hereinafter referred to as the "City" recognizes AFSCME Local 619, District Council 36, as the recognized exclusive representative of employees classified "part-time, non-exempt" (compensation grades 2-32) for the purpose of meeting and conferring and when City rules, regulations, or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed. Whenever the word employees or employee is used in this agreement it shall mean the regular, active, part-time employee in the bargaining unit as described above.

ARTICLE 2 NON-DISCRIMINATION POLICY

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

ARTICLE 3 EMPLOYEE RIGHTS

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters within the scope of representation. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

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

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

Management and confidential employees may not represent any employee organization that represents other employees of the City on matters within the scope of representation and management, and confidential employees may not engage in any activity with or on behalf of any employee organization that would result in an actual or apparent conflict of interest.

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

- A. In compliance with AB 119, the Union will be allowed up to one hour each orientation session to talk to new unit members and to explain the rights and benefits under the MOU. The Union will be given notice of a new employee orientation at least 10 days prior to the session, except that a shorter notice may be provided in a specific instance where there is an urgent need critical

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to the City's operations that was not reasonably foreseeable. The City will hold new employee orientation on a regular basis, given there are new employees.

- B. The City will provide the Union with an Excel electronic copy of the name, home address, personal and work email address, and personal cell phone number of all new bargaining unit employees within 30 days of hire.

ARTICLE 4 CITY RIGHTS

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

- A. To determine issues of public policy.
- B. To determine the merits, necessity or organization of any service or activity conducted by the City.
- C. To determine and change the facilities, methods, means and personnel by which City operations are to be conducted.
- D. To expand or diminish services.
- E. To determine and change the number of locations, relocations and types of operations and the processes and materials to be employed in carrying out all City functions, including, but not limited to the right to subcontract out any work performed by City employees.
- F. To determine the size and composition of the work force to assign work to employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments, and to establish the days and hours when employees shall work.
- G. To relieve employees from duty because of lack of work or other non-disciplinary reasons.
- H. To discharge, suspend or otherwise discipline employees for proper cause.
- I. To determine job classifications.
- J. To hire, transfer, promote and demote employees for non-disciplinary reasons.
- K. To determine policies, procedures and standards for selection, training and promotion of employees.
- L. To establish employee performance standards, including, but not limited to quality and quantity standards.
- M. To maintain the efficiency of government operations.
- N. To take any and all necessary actions to carry out its mission in emergencies.
- O. To exercise complete control and discretion over its organization and the technology of performing its work and services.
- P. To establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.
- Q. To determine the existence or nonexistence of facts that are the basis of the City decision.
- R. To determine methods of financing.
- S. To determine types of equipment or technology to be used.
- T. To assign work and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.
- U. To establish and modify productivity and performance programs and standards.
- V. To reclassify employees.

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- W. To establish and promulgate and/or modify rules and regulations.
- X. To maintain order and safety in the City that are not in contravention with this agreement.

Except in emergencies or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of City rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with the representatives of the Union regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in the Personnel Rules and Regulations of the City, Drug and Alcohol Policy, Medical Certification Policy, Policy Against Harassment, Nepotism Policy, No Smoking Policy, Seatbelt Policy, Trip Reduction Policy, Ordinances and Resolutions of the City, and current practices of the City relating to the management of City employees and the operations of City departments which are incorporated into this MOU. By agreeing to meet and confer with the Union, the City will meet and confer over the impact of the exercise of the foregoing rights to the extent that the exercise of such rights are not presently covered by the terms of the MOU and substantially affects the wages, hours and/or other terms and conditions of employees represented by the Union. However, by agreeing to meet and confer regarding the impact of the exercise of the foregoing rights, the City does not agree to diminish its right to exercise its discretion regarding the foregoing City management rights. Where the exercise of any of the rights set forth above is mandated by law and/or an emergency condition, the City may be required to act on an immediate basis. In that event the City agrees to meet and confer with the Union about the impact of its actions, as soon as practicable after the emergency is contained.

ARTICLE 5 SAFETY AND HEALTH

- A. The City and the employees of the City agree to comply with all applicable federal and state laws that relate to health and safety.
- B. The City will make every reasonable effort to provide and maintain a safe and healthy place of employment.
- C. In accordance with law, the City will provide safety equipment where required by law or regulations for the safe performance of assigned duties. Employees to whom such equipment is issued will wear or use the equipment when required and each will be responsible for the equipment issued. Employees shall adhere to City rules regarding the use, maintenance and replacement of safety equipment. Employees requiring such equipment will notify the City and the City will provide the necessary equipment.
- D. The City will provide Hepatitis A and B testing when the employee submits a request to Human Resources and there is a job-related need for the test and/or vaccine.

ARTICLE 6 STRIKES AND WORK STOPPAGES

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

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work by employees of the City, or any picketing in support thereof, or any other form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions available to the City, may take such other action lawfully authorized by the City's Employee Relations Resolution and applicable state law.

ARTICLE 7 PERSONNEL RULES AND REGULATIONS, POLICIES AND PRACTICES INCORPORATED

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

Reference is made to the City's Personnel Rules and Regulations and policies, which shall be made available to employees on the City's intranet website. As provided in the City's Personnel Rules and Regulations as well as this MOU, any employee who believes the City is interpreting, applying, or implementing any rule, regulation, or policy in an incorrect manner may file a grievance pursuant to Article 46.

ARTICLE 8 SOLE AND ENTIRE MOU

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

ARTICLE 9 WAIVER OF BARGAINING DURING THE TERM OF MOU

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

Regardless of the waiver contained in this Article, the Union and the City agree that the City shall be entitled to exercise all rights contained in City Rights that may require changes in wages, hours and terms and conditions of employment provided the City meets and confers with the Union in accordance with Article 4, City Rights and specifically subject to provisions of Article 51.

ARTICLE 10 EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances,

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provisions of this MOU or the Personnel Rules or Regulations of the City that restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the Union shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

ARTICLE 11 SEVERABILITY

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

ARTICLE 12 AUTHORIZED AGENTS AND NOTICES

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

- A. Representing Management: Administrative Services Director or his/her designee - MERR
- B. Representing American Federation of State, County, & Municipal Employees Local 619, District Council 36: President, AFSCME Local 619, or his/her designee

ARTICLE 13 TERM OF MOU

The term of this MOU shall be from July 1, 2024 to and including June 30, 2027.

CHAPTER II COMPENSATION, ALLOWANCES, AND REIMBURSEMENTS

ARTICLE 14 GENERAL COMPENSATION AND CLASSIFICATION

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

The part-time classification table and compensation grades, effective July 1, 2024 are included in Attachment B. The attached classification plan shall be modified as necessary to include newly budgeted positions that fall between compensation grades 2-38.

The compensation classification steps for employee classifications represented by the Union for the 2024/2025 fiscal year is presented in Attachment C and reflects a 2.5% compensation increase, effective July 1, 2024.

The compensation classification steps for employee classifications represented by the Union for the 2025/2026 fiscal year shall be adjusted based on the CPI (Los Angeles-Long Beach-Orange-Anaheim) for all urban consumers) reflecting the average of January, February, and March of calendar year 2025, rounding to the nearest 1/10 of a percentage point with a minimum guarantee of a 2.5% COLA and a maximum increase of 4% COLA, effective July 1, 2025.

The compensation classification steps for employee classifications represented by the Union for the 2026/2027 fiscal year shall be adjusted based on the CPI (Los Angeles-Long Beach-Orange-Anaheim for all urban consumers) reflecting the average of January, February, and March of calendar year 2026, rounding to the nearest 1/10 of

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a percentage point with a minimum guarantee of a 2.5% COLA and a maximum increase of 4% COLA, effective July 1, 2026.

PERS has sole discretion in determining pensionable compensation.

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

The City agrees to meet and confer regarding Phase IV of the Transformance Consulting Study (desk audits) and will provide a copy of the final report to the Union. The City also agrees to provide an in-camera review and briefing of the first three phases of the study to the Union President, Vice President, and Business Representative(s) prior to the commencement of the meet and confer on Phase IV.

ARTICLE 15 COMPENSATION ADMINISTRATION POLICIES

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

- A. The first step is the minimum rate and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the normal entering compensation step upon the recommendation of the Department Head and the Administrative Services Director or his/her designee, and with approval of the City Manager when it is decided that such action is in the best interest of the City.
- B. The next step is an adjustment that may be given at the end of the employee's probationary period. Employees are normally eligible for this adjustment after the completion of a minimum of six months of service at the first or starting step. The adjustment shall be made only if recommended by the Department Head and the Administrative Services Director or his/her designee, and, if approved by the City Manager.
- C. The remaining steps are incentive adjustments based on performance evaluation to encourage an employee to improve his/her work and to recognize seniority and increased skill on the job. Employees are normally eligible for these adjustments any time after the completion of six months of service at the preceding step. This period may be modified in conjunction with the performance appraisal recommendations and if approved by the Department Head, the Administrative Services Director or his/her designee, and the City Manager. Employees who do not receive their performance evaluation within one month of the due date will receive their incentive adjustment automatically. Any incentive adjustment owed to the employee will be processed automatically. This process does not apply to probationary employees.
- D. All rates shown are in full payment for services rendered and cover full payment for the number of hours now being regularly worked in each class.
- E. Any part-time employee promoted to a full-time position with commensurate or greater responsibilities shall receive a 5% compensation increase in wages, up to J step of the grade level associated with the new position.

ARTICLE 16 PAY FOR SERVING IN HIGHER JOB CLASSIFICATION

- A. House Coordinator Assignment. When assigned by Management, a Facility Assistant III may be assigned the duties of the "house coordinator" when the

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full time House 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.

ARTICLE 17 BILINGUAL PAY

Not Applicable

ARTICLE 18 WORKING HOURS

Management will establish working schedules subject to approval of Department Directors and the City Manager. For an employee who has a non-variable schedule, the City will provide the employee with two weeks' notice prior to any permanent changes in the non-variable schedule, except in emergency situations (such as natural disasters, acts of God, pandemics, wars, etc.).

Meal Breaks

Subject to the review and approval of the Division Manager, employees shall be entitled to an uninterrupted unpaid meal period of either 30 minutes or 60 minutes during each workday of six hours or more, and a paid break of 15 minutes during each four hours of work. The timing and length of these meal periods and breaks are subject to the Division Manager's review and approval. Employees shall be able to take a break after two hours of work.

- A. Employees shall be entitled to a meal break before the start of the seventh hour.
- B. If the employee works 6.5 hours or less, the employee and the Division Manager may agree to waive the unpaid meal period.
- C. Meal breaks should ideally be scheduled around the four hour mark but can be granted as late as the six hour mark.
- D. When an employee works an event, in lieu of an off-the-clock meal break as set forth above, the City may provide a meal on the clock. In this case, the employee will take a break of 15 minutes to consume the meal before returning to work.

Attendance

In order to be consistent with all employees, the City will implement the facility access control system citywide. The City and the Union will commence meeting and conferring over the implementation of an attendance protocol as soon as possible, but no later than 60 work-days from the date of the adoption of the MOU, with a target implementation date of July 1, 2025 or sooner. This meet and confer shall include, but not be limited to, rollout of access control policy citywide, effects on attendance, implementation transition period, exceptions, etc.

All employees other than Theater Stage Crew employees shall have a minimum work shift duration of two hours per day.

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All Theater Stage Crew employees shall have a minimum work shift duration of four hours per day.

ARTICLE 19 COMPENSATION FOR OVERTIME

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

ARTICLE 20 COURT TIME RELATED TO CITY BUSINESS

Not Applicable

ARTICLE 21 EMERGENCY STANDBY AND CALLBACK

Not Applicable

ARTICLE 22 LIMITED REST PERIODS

- A. Employees who receive eight hours or less between work shifts shall be compensated for time and one-half for the next day's shift.
- B. Employees who receive nine hours or less between work shifts shall be compensated at double time for those hours worked beyond 40 hours during that work week.
- C. Sections A and B shall be applied retroactively to the official date of the tentative agreement: November 7, 2024.

ARTICLE 23 PAY PERIODS AND PAY DAYS

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

ARTICLE 24 PAYROLL DEDUCTIONS

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

- A. Deferred Comp Plan (Governmental 457(b) Plan). Subject to the terms and conditions set forth in the plan policies, all part-time employees shall be entitled to contribute their income to the City sponsored deferred compensation plan. The City shall deduct from the employee's compensation authorized deductions from the pay of those employees who individually request in writing that such deductions be made.
- B. IRS Section 125 Plan. The City has established and administers an IRS Section 125 Plan, in which employees may contribute their income towards medical and dependent care expenses on a pre-tax basis. The City shall deduct from the employee's compensation authorized deductions from the pay of those represented employees who individually request in writing that such deductions be made. If fewer than 20 employees enroll in the plan, the cost to administer the plan will be paid by the employees enrolled in the plan.

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ARTICLE 25 MILEAGE REIMBURSEMENT

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

ARTICLE 26 UNIFORMS

- A. The Theater Executive Director will identify 20 stage crew employees who will receive a uniform allowance of nine items, up to \$500, per year per employee. The amount shall be adjusted upward, if the actual cost of uniforms increase.
 - a. The 20 stage crew employees referenced above shall receive one jacket and windbreaker a year, in addition to the allowance.
 - b. All 20 part-time stage crew employees of the Theater Department and custodians will receive \$400 toward the purchase of safety shoes, without substituting uniforms.
 - c. 100% cotton clothing options shall be made available.
- B. Technical staff employees at the Theater Department beyond the 20 stage crew members identified in Section A shall be provided with four uniform items.
 - a. These additional Theater Department staff shall be eligible for a \$200 allowance for safety shoes.
- C. Custodians who work an average of 30 hours or more per week shall be provided with four shirts, two pants, and one jacket or one windbreaker.
- D. Employees assigned to the Recreation Division who are required to wear uniforms will be provided five uniforms per year, which consist of five shirts and a combination of five total shorts or pants.

ARTICLE 27 TUITION REIMBURSEMENT

Not Applicable

ARTICLE 28 SERVICE AWARDS

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

Years of Service
1
5
10
15
20
25

CHAPTER III BENEFITS

ARTICLE 29 FRINGE BENEFIT ADMINISTRATION

- A. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this MOU.
- B. Selecting and Funding. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of

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providing coverage to fund the benefits provided under the terms of this Resolution, provided that the benefits to the employees shall be no less than those in existence as of the implementation of this MOU.

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

ARTICLE 30 HEALTH AND LIFE INSURANCE

Plan Types and Enrollment

Part-time employees who work more than 1,000 hours in a fiscal year, may enroll be as a primary insured under PERS for medical, surgical and hospital insurance at their own expense. The City will contribute a maximum of \$720 per month towards the cost of premiums.

Effective with the PERS amendment of September 1, 2011, employee retiree health benefits will be based on the member’s completed years of credited years of service at retirement. The percentage of employer contribution payable for postretirement health benefits for employees hired after the PERS contract amendment date shall be based on the employee’s years of credited PERS service at retirement as follows:

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

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

ARTICLE 31 RETIREMENT SYSTEM

Public Employees’ Retirement System (PERS).

Employees who work more than 1,000 hours in a fiscal year may participate in the Public Employees’ Retirement System – the PERS program. Employees eligibility for benefit options and formulas are in accordance with PERS contract with the City of Cerritos, PERS rules and regulations and the effective dates (as determined by PERS) of each amendment.

Retirement Formula

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

Effective with the Memorandum of Understanding of 2004-2006, the City amended its contract with PERS to provide the PERS 2.5% at age 55 benefit formula to

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employees hired by the City after the PERS contract is amended. Employees hired after this amendment will not be eligible for the 3% at age 60 benefit formula.

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

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

Member Contributions

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

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

CHAPTER IV LEAVE AND DISABILITY ADMINISTRATION

ARTICLE 32 HOLIDAYS

The City recognizes the following holidays.

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

Every day proclaimed by the President, Governor, and recognized by the Mayor of this City as a public holiday.

Part-time employees assigned to work on these days shall be paid at time and a half.

ARTICLE 33 ANNUAL VACATION LEAVE

Not Applicable

ARTICLE 34 SICK LEAVE

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, sibling, or designated person.

Eligible part-time employees shall be granted their accrued sick leave with pay required to cover the shift. Employee must use a minimum of 1 hours of sick leave.

ARTICLE 35 PREGNANCY DISABILITY LEAVE

The City shall comply with the California Pregnancy Disability Leave Act (CPDLA).

ARTICLE 36 FAMILY AND MEDICAL LEAVE

Employees who have worked continuously for at least one year and for 1,250 hours over the previous twelve months, are eligible for the Federal Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

ARTICLE 37 COORDINATION OF LEAVE FOR PREGNANCY

The City shall comply with CPDLA, and FMLA and CFRA where applicable.

ARTICLE 38 BEREAVEMENT LEAVE

Under AB 1949, part-time employees are entitled to up to five days of unpaid leave for bereavement.

ARTICLE 39 MILITARY LEAVE

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

ARTICLE 40 ADMINISTRATIVE LEAVE

Not Applicable

ARTICLE 41 JURY DUTY AND LEAVE TO APPEAR IN COURT UNRELATED TO CITY BUSINESS

Not Applicable

ARTICLE 42 FAILURE TO RETURN FROM LEAVE IN TIMELY MANNER, ABSENCE WITHOUT LEAVE

Not Applicable

ARTICLE 43 WORKERS' COMPENSATION

Employees are entitled to workers' compensation in accordance with California Law.

ARTICLE 44 SHORT TERM DISABILITY

Not Applicable

ARTICLE 45 LONG TERM DISABILITY

Not Applicable

Chapter V GRIEVANCES, ACCOUNTABILITY AND SEPARATION OF EMPLOYMENT

ARTICLE 46 GRIEVANCE PROCEDURE AND PERSONNEL REVIEW PROCEDURE

Whenever an employee feels that a City personnel rule, regulation, or policy of the City is not being appropriately applied, implemented, or interpreted to his/her circumstance, he/she shall take the following action:

- A. Step 1. The employee shall discuss the matter fully with his/her immediate supervisor within 10 working days of the incident or issue being raised. The supervisor will make every effort to dispose of the grievance in a fair and amiable manner and in accordance with the established policy of the City. After the employee and his/her supervisor have discussed the incident or issue in question, the supervisor will give the employee a verbal or a written answer within three working days.
- B. Step 2. If the employee is not satisfied with the resolution at the first step, he/she should contact the Enterprise Services Division within 10 days and request further consideration. Any such grievance must be in writing and state the relevant facts of the grievance issue. The Administrative Services Director or his/her designee will contact the Department Head and suggest the steps to be taken to resolve the problem within the jurisdiction of the Department involved. At the employee's request, the Department Director shall meet with the employee within five working days to discuss the issue. The Department Director will make every effort to dispose of the grievance in a fair and amiable manner and in accordance with the established policy of the City. After the employee and the Department Director have discussed the incident or issue in question, the Department Director will give the employee a verbal and written answer within three working days. If the employee is still not satisfied with the action taken on his/her request, he/she may again contact the Administrative Services Director or his/her designee within five working days to request further consideration of the situation.
- C. Step 3. If the employee is still not satisfied with the action at the second step, the employee may contact the Administrative Services Director or his/her designee within 10 days and request further consideration by the City Manager or their designee. Any such grievance must be in writing and state the relevant facts of the grievance issue. At the employee's request, the City Manager or designee shall meet with the employee within five working days to discuss the issue. The City Manager or designee will make every effort to dispose of the grievance in a fair and amiable manner and in accordance with the established policy of the City. After the employee and the City Manager or designee have discussed the issue in question, the City Manager or designee will give the employee a verbal and written answer within three working days.
- D. Appeals of Disciplinary Actions Involving Terminations. For appeals of a disciplinary action involving terminations, the employee may contact the Enterprise Services Division within 10 days and request further consideration by the City Manager or their designee. Any such grievance must be in writing and state the relevant facts of the grievance issue and a statement of the action desired by the appellant, with his/her reasons therefore. The City Manager may reject it or direct the Administrative Services Director or his/her designee to set a date for a hearing on the appeal before the City Manager,

CERRITOS/AFSCME PART-TIME MOU 2024-2027

not more than 15 days from the date of filing (unless otherwise agreed to by both parties).

- E. Notice. Upon the filing of an appeal pursuant to Section D above, the City Manager shall then direct the Administrative Services Director or his/her designee to set a date for a hearing on the appeal, not more than 15 days from the date of filing. The Administrative Services Director or his/her designee shall notify all interested parties of the date, time and place of the hearing.
- F. Findings and Recommendations. The decision of the City Manager, who shall decide all cases in the best interest of the City, is final and binding upon all parties.

ARTICLE 47 PROBATIONARY PERIOD

Not Applicable

ARTICLE 48 DEMOTION, DISMISSAL, REDUCTION IN PAY, SUSPENSION

The City reserves the right to impose any discipline it deems to be appropriate to the circumstances of a case, but will endeavor to impose progressive discipline where appropriate in a fair and consistent manner. Notwithstanding the foregoing, nothing in this section shall change the at-will status of a part-time employee.

ARTICLE 49 TRANSFER, PROMOTION, DEMOTION, SUSPENSION AND REINSTATEMENT

Not Applicable

ARTICLE 50 SEPARATION FROM SERVICE

- A. Discharge. See Article 48
- B. Layoff. An employee in the community service may be laid off under provisions of the Personnel Ordinance because of either the abolishment of his/her position or a determination by the City Manager that there is a shortage of work or funds.
- C. Resignation. An employee wishing to leave the community service in good standing, shall file a written resignation with the appointing power, stating the effective date and reasons for leaving, at least two weeks before leaving the service. Such time limit may be waived by such official if the employee furnishes evidence that such notice would result in unreasonable hardship or loss of opportunity. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Director of Administrative Services or his/her designee. Failure to give notice as required by this rule may be cause for denying future employment by the City.

ARTICLE 51 LAYOFF AND RE-EMPLOYMENT

When it is deemed necessary to reduce the workforce, the City will first endeavor to avoid layoff of employees through such means as attrition, transfer, and demotion. Whenever in the judgment of the City Council it becomes necessary, in the interest of economy or because the necessity of a position no longer exists, or an employee resigns leaving the position vacant, the City may abolish any position or employment in the community service, and an employee may be laid off without the right to appeal. However, prior to a layoff, the City will meet and confer with the Union on alternative courses of action and impact.

CERRITOS/AFSCME PART-TIME MOU 2024-2027

- A. The appointing authority will identify those classifications which will be reduced which will minimize the impact on the continued effectiveness of that Department and will meet the necessary reduction in force requirements as determined by the City.
- B. No less than 30 days before the effective date of the layoff, the appointing authority will notify the Administrative Services Director or his/her designee of the name(s), classification(s), and reason(s) for layoff of employees.
- C. All employees to be laid off shall be given advance written notice of the effective date of the layoff as far in advance as reasonably possible, but no later than 30 days before the effective date of the layoff, unless an Emergency Order is issued by the City Manager in response to an unanticipated emergency and/or event beyond the control of the City. The notice will be personally delivered or sent by certified mail.
- D. The written notice shall inform the employee of his/her displacement and employment rights.
 - a. Order of Layoffs. The least senior employee (measured in years or portions thereof employed at the City) in a job classification subject to layoff will be laid off first.
 - b. Recall of Employees Laid Off As A Result Of A Reduction In Work Force. Employees who are laid off shall have their names placed on a recall list for the classification in which they previously held status and for a classification at the same or lower compensation range for which they qualify, in the order of their seniority. Vacant positions in such classification will be offered to eligible employees on the recall list who qualify for such vacancies prior to an open or promotional recruitment.
 - c. Duration Of Recall Lists. The eligibility of the individual on the recall list shall exist for a period of one year from the date of layoff or demotion. Eligible employees not responding to written notification of an opening within 14 days shall have their names removed from the re-employment list.

ARTICLE 52 CONTRACTING OF FULL-TIME POSITIONS

Not Applicable

ARTICLE 53 PERSONNEL REVIEW BOARD

Not Applicable


ARTICLE 54 RULES OF APPEAL TO PERSONNEL REVIEW BOARD


Not Applicable

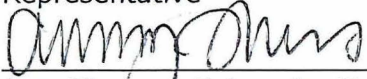
CERRITOS/AFSCME PART-TIME MOU 2024-2027

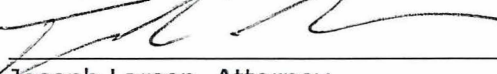
AGREED UPON AND SIGNED BY:

City of Cerritos

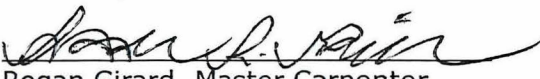

Robert A. Lopez, City Manager
Management Representative


Drew Schneider, Administrative Services
Director
Municipal Employee Relations
Representative



Amy Thomas, Enterprise Services
Manager
Management Representative

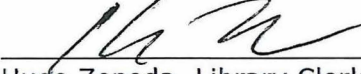

Joseph Larsen, Attorney
Management Representative

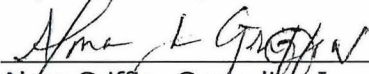
AFSCME, Local 619


Rogan Girard, Master Carpenter
President, AFSCME Local 619


Ben Laurin, Recreation Services
Coordinator
Representative, AFSCME Local 619


David Walter, Park Gardener II
Representative, AFSCME Local 619


Hugo Zepeda, Library Clerk
Representative, AFSCME Local 619


Alma Griffin, Custodian I
Representative, AFSCME Local 619


Kara Gutierrez, Accounting Technician
Representative, AFSCME Local 619


Wayne Palicia, AFSCME Representative
AFSCME District Council 36


Joe Kahraman, AFSCME Representative
AFSCME District Council 36

CITY OF CERRITOS CLASSIFICATION STEPS
2024/2025
(2.5%)

CLASSIFICATION STEPS-TEMPORARY PART-TIME EMPLOYEES (Salary last modified 7/1/24)

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
2 Hourly	17.85	18.03	18.20	18.39	18.57	18.77	18.94	19.14	19.33	19.52
2B Hourly	17.58	17.76	17.93	18.12	18.31	18.48	18.69	18.85	19.03	19.23
2C Hourly	17.31	17.50	17.68	17.85	18.03	18.20	18.39	18.58	18.77	18.94
3 Hourly	18.03	18.20	18.39	18.57	18.77	18.94	19.14	19.33	19.52	19.71
3B Hourly	17.76	17.93	18.12	18.31	18.48	18.69	18.85	19.03	19.23	19.42
3C Hourly	17.50	17.68	17.85	18.03	18.20	18.39	18.58	18.77	18.94	19.14
7 Hourly	18.76	19.13	19.51	19.91	20.30	20.70	21.13	21.54	21.99	22.41
7B Hourly	18.46	18.65	18.84	19.01	19.21	19.41	19.60	19.80	20.00	20.18
7C Hourly	18.20	18.39	18.57	18.76	18.93	19.13	19.33	19.52	19.71	19.92
13 Hourly	20.18	20.69	21.22	21.75	22.29	22.84	23.39	23.99	24.59	25.22
13B Hourly	19.60	20.00	20.41	20.80	21.23	21.64	22.08	22.52	22.97	23.42
13C Hourly	19.02	19.41	19.80	20.18	20.60	21.01	21.44	21.85	22.29	22.74
19 Hourly	23.30	23.87	24.49	25.06	25.77	26.39	27.02	27.68	28.46	29.07
19B Hourly	21.69	22.20	22.78	23.30	23.94	24.54	25.10	25.72	26.43	27.04
19C Hourly	20.29	20.82	21.41	21.90	22.55	23.18	23.73	24.33	25.05	25.65
23 Hourly	26.86	27.44	28.01	28.65	29.32	29.97	30.64	31.36	32.08	32.79
23B Hourly	24.97	25.50	26.06	26.64	27.26	27.87	28.51	29.17	29.83	30.48
23C Hourly	23.59	24.13	24.66	25.24	25.87	26.50	27.12	27.78	28.42	29.11
25 Hourly	28.01	28.65	29.32	29.97	30.64	31.36	32.08	32.79	33.59	34.46
25B Hourly	26.06	26.64	27.26	27.87	28.51	29.17	29.83	30.48	31.27	32.05
25C Hourly	24.66	25.24	25.87	26.50	27.12	27.78	28.42	29.11	29.87	30.66
28 Hourly	29.98	30.64	31.36	32.14	32.81	33.59	34.33	35.11	35.97	36.71
28B Hourly	27.90	28.51	29.17	29.90	30.49	31.27	31.92	32.66	33.48	34.12
28C Hourly	26.51	27.12	27.78	28.51	29.13	29.87	30.53	31.27	32.08	32.74
29 Hourly	30.82	31.47	32.28	32.96	33.69	34.49	35.26	36.13	36.94	37.85
29B Hourly	28.67	29.27	30.01	30.66	31.35	32.09	32.79	33.57	34.33	35.20
29C Hourly	27.26	27.90	28.65	29.25	29.94	30.69	31.40	32.19	32.95	33.78
31 Hourly	32.28	32.96	33.69	34.49	35.26	36.13	36.94	37.85	38.69	39.57
31B Hourly	30.01	30.66	31.35	32.09	32.79	33.57	34.33	35.20	35.96	36.81
31C Hourly	28.65	29.25	29.94	30.69	31.40	32.19	32.95	33.78	34.57	35.41
32 Hourly	32.96	33.69	34.49	35.26	36.13	36.94	37.85	38.69	39.57	40.46
32B Hourly	30.66	31.35	32.09	32.79	33.57	34.33	35.20	35.96	36.81	37.64
32C Hourly	29.25	29.94	30.69	31.40	32.19	32.95	33.78	34.57	35.41	36.22
35 Hourly	35.26	36.14	36.94	37.85	38.64	39.58	40.43	41.42	42.45	43.41
35B Hourly	32.79	33.58	34.33	35.20	35.93	36.82	37.60	38.51	39.47	40.40
35C Hourly	31.40	32.21	32.95	33.78	34.53	35.42	36.20	37.12	38.10	39.01
40 Hourly	39.44	40.43	41.42	42.48	43.52	44.62	45.71	46.89	48.05	49.26
40B Hourly	36.66	37.60	38.51	39.50	40.47	41.52	42.51	43.59	44.68	45.79
40C Hourly	35.27	36.20	37.12	38.12	39.08	40.13	41.13	42.19	43.30	44.42
42 Hourly	41.41	42.45	43.49	44.49	45.64	46.79	47.91	49.26	50.42	51.64
42B Hourly	38.50	39.47	40.44	41.39	42.46	43.52	44.57	45.79	46.90	48.04
42C Hourly	37.10	38.10	39.05	40.00	41.05	42.14	43.15	44.42	45.51	46.64

Note: In certain cases rounding adjustments may apply.

**CITY OF CERRITOS CLASSIFICATION TABLE
2024/2025**

CLASSIFICATIONS-TEMPORARY-PART-TIME (Salary last modified 7/1/24)	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	17.85/19.52 17.58/19.23 17.31/18.94
Stage Assistant I	3 3B 3C	18.03/19.71 17.76/19.42 17.50/19.14
Recreation Leader II Senior Center Specialist II	7 7B 7C	18.76/22.41 18.46/20.18 18.20/19.92
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	20.18/25.22 19.60/23.42 19.02/22.74
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	23.30/29.07 21.69/27.04 20.29/25.65
Box Office Teller Custodian I Facility Assistant III Parking Enforcement Officer Security/Parking Assistant III Senior Lifeguard Stage Assistant IV	23 23B 23C	26.86/32.79 24.97/30.48 23.59/29.11
Pedestrian Safety Coordinator	25 25B 25C	28.01/34.46 26.06/32.05 24.66/30.66
Secretary/Receptionist Water Maintenance I	28 28B 28C	29.98/36.71 27.90/34.12 26.51/32.74
Account Clerk Building & Safety Clerk Geographic Information Systems Clerk Graphic Design Artist IT Clerk Library Clerk Purchasing Clerk	29 29B 29C	30.82/37.85 28.67/35.20 27.26/33.78

**CITY OF CERRITOS CLASSIFICATION TABLE
2024/2025**

CLASSIFICATIONS-TEMPORARY-PART-TIME <small>(Salary last modified 7/1/24)</small>	GRADE/ TIER	PAYRATE/HOURLY
Stage Assistant V	31 31B 31C	32.28/39.57 30.01/36.81 28.65/35.41
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 32B 32C	32.96/40.46 30.66/37.64 29.25/36.22

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 7/1/24)</small>	GRADE/ TIER	PAYRATE/HOURLY
Crime Analyst	40 40B 40C	39.44/49.26 36.66/45.79 35.27/44.42
Librarian I	42 42B 42C	41.41/51.64 38.50/48.04 37.10/46.64

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