

**Document Date: November 1, 2021
July 1, 2021 to June 30, 2024**

**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, 2021 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, 2021, the City shall grant a 2% salary increase. CalPERS has sole discretion in determining pensionable compensation.
2. As soon as practical, the City shall grant a payment equal to 2% COLA for a six-month period to active part-time employees. This one-time payment will be administered via a payroll process. CalPERS has sole discretion in determining pensionable compensation. IRS withholding and reporting requirements will apply.
3. Effective July 1, 2022, the City shall adjust the salary schedule to reflect a 2% salary increase. CalPERS has sole discretion in determining pensionable compensation.

4. Effective July 1, 2023, the City shall adjust the salary schedule to reflect a 2% salary increase. CalPERS has sole discretion in determining pensionable compensation.
5. Employees shall receive a regular unpaid meal period of thirty (30) minutes during each six (6) hour or greater workday and a paid break of fifteen (15) minutes during each four (4) hours of work.
6. Effective with the signing of the contract, the City shall contribute \$520 per month to be used towards the PERS health insurance premium.
7. Employees required to work on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day, shall receive compensation at one and one-half times the number of hours actually worked.
8. Each part-time employee currently employed at the City who applies for a full-time position with the City shall be interviewed for that position whenever interviews occur.
9. In compliance with AB 119, the Union will be allowed up to one (1) 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 ten (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 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.

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.
10. 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.
11. 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 salary authorized deductions from the pay of those employees who individually request in writing that such deductions be made.
12. IRS Section 125 Plan. As soon as practical, the City will establish and administer 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 salary authorized deductions from the pay of those represented employees who individually request in writing that such

deductions be made. If fewer than twenty (20) employees enroll in the plan, the cost to administer the plan will be paid by the employees enrolled in the plan.

13. Salary schedule adjustments were made to grades 2, 2B, 2C, 2D, 3, 3B, 3C, 3D, 7, 7B, 7C, 7D, 13, 13B, 13C, and 13D as reflected on attachment A.
14. The Grievance Procedure for Temporary Part-Time Employees is reflected on attachment B.
15. Layoff and Re-Employment Procedure is reflected on attachment C.

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

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

SECTION E. 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 F. 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 G. 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 H. 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 I. 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 J. 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 K. 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

Memorandum of Understanding (Part-time)

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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, 2021, AND SHALL REMAIN IN FULL FORCE AND EFFECTIVE UNTIL JUNE 30, 2024.

AGREED UPON AND SIGNED BY:

CITY OF CERRITOS

AFSCME, LOCAL 619

Pam K. Lee, Attorney
Management Representative

Rogan Girard, Master Carpenter
President, AFSCME Local 619

Patricia Leyva, Personnel/Risk Manager
Municipal Employee Relations Representative

Mary Ann Camacho, Accounting Technician
Representative, AFSCME Local 619

Torrey Contreras, Senior Assistant City Manager
Management Representative

Ben Laurin, Recreation Services Coordinator
Representative, AFSCME Local 619

Amy Thomas, Personnel Administrator
Management Representative

David Walter, Park Gardener II
Representative, AFSCME Local 619

Hugo Zepeda, Library Clerk
Representative, AFSCME Local 619

Alma Griffen, Rigger Specialist
Representative, AFSCME Local 619

Joan Heithoff, AFSCME Representative
AFSCME District Council 36