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**AGENDA FOR THE ADJOURNED REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF COMMERCE**

**COUNCIL CHAMBERS  
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

**MONDAY, JULY 8, 2013 – 5:00 P.M.**

**CALL TO ORDER**

Mayor Aguilar

**ROLL CALL**

Deputy City Clerk Alexander

**PUBLIC COMMENT (TIME LIMITATION – 5 MINUTES)**

**Citizens wishing to address the City Council on any item on the agenda or on any matter not on the agenda may do so at this time. However, State law (Government Code Section 54950 et seq.) prohibits the City Council from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. Upon request, the City Council may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the City Council. Request to address City Council cards are provided by the City Clerk. If you wish to address the City Council at this time, please complete a speaker's card and give it to the City Clerk prior to commencement of the City Council meeting. Please use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.**

**To increase the effectiveness of the Public Comment Period, the following rules shall be followed:**

**No person shall make any remarks which result in disrupting, disturbing or otherwise impeding the meeting.**

**CONSENT CALENDAR**

1. Resolutions of the City Council of the City of Commerce, California,
  - (1) Approving the Memorandum of Understanding for Fiscal Years 2013-2014 and 2014-2015 as it relates to the Part-Time Employees Represented by the City of Commerce Employees' Association; **and**
  - (2) Approving a Personnel Description for the Reclassified Position Agreed to Between the City of Commerce and the City of

## ADJOURNED COUNCIL AGENDA

07/08/2013 – 5:00 p.m.

Page 2 of 2

### Commerce Employees' Association in the 2013-2015 Memorandum of Understanding for Part-Time Employees

The **City Council** will consider for approval and adoption proposed Resolutions approving the Memorandum of Understanding for Part-Time employees of the City of Commerce Employees' Association effective July 1, 2013; and approving an amendment to the Classification and Compensation Plan by approving a revised classification specification and appropriate salary level.

2. A Resolution of the City Council of the City of Commerce, California, Establishing Compensation and Related Benefits for Full-Time Unrepresented Management Employees

The **City Council** will consider for approval and adoption a proposed Resolution establishing compensation and related benefits for full-time unrepresented management employees effective July 1, 2013.

3. A Resolution of the City Council of the City of Commerce, California, Authorizing Employer Paid Member Contributions for Unrepresented Management Employees and Full-Time Employees represented by the City of Commerce Employees' Association

The **City Council** will consider for approval and adoption a proposed Resolution authorizing employer paid member contributions for unrepresented Management Employees and Full-Time Employees represented by the City of Commerce Employees' Association.

### SCHEDULED MATTERS

4. Presentation and Review of Proposed 2013/2014 Fiscal Year Budget

The **City Council** will receive, and provide appropriate direction as deemed necessary with respect to, the City Administrator's proposed operating, capital outlay and capital improvement program budgets for fiscal year 2013/2014.

### ADJOURNMENT

Adjourn to Tuesday, July 16, 2013, at 5:00 p.m., in the City Council Chambers.

**LARGE PRINTS OF THIS AGENDA ARE AVAILABLE UPON REQUEST  
FROM THE CITY CLERK'S OFFICE, MONDAY-FRIDAY,  
8:00 A.M.-6:00 P.M.**



# AGENDA REPORT

MEETING DATE: July 8, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEARS 2013-2014 & 2014-2015 AS IT RELATES TO THE PART-TIME EMPLOYEES REPRESENTED BY THE CITY OF COMMERCE EMPLOYEES' ASSOCIATION; and

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PERSONNEL DESCRIPTION FOR THE RECLASSIFIED POSITION AGREED TO BETWEEN THE CITY OF COMMERCE AND THE CITY OF COMMERCE EMPLOYEES' ASSOCIATION IN THE 2013-2015 MEMORANDUM OF UNDERSTANDING FOR PART-TIME EMPLOYEES

**RECOMMENDATION:**

Approve the following Resolutions;

1. A Resolution approving the Memorandum of Understanding for Fiscal Years 2013/2014 & 2014/2015 as it relates to the Part-time Employees Represented by the City of Commerce Employees' Association; and
2. A Resolution approving a Personnel Description for the Reclassified Position agreed to between the City of Commerce and the City of Commerce Employees' Association in the 2013/2014 & 2014/2015 Memorandum of Understanding for Part-Time Employees and assign the numbers next in order.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The City of Commerce (the "City") and the City of Commerce Employees Association (the "CCEA") concluded labor negotiations on July 1, 2013 regarding wages, benefits and working conditions for the 2013-14 & 2014-15 Memorandum of Understanding (the "MOU"). On July 1, 2013, the CCEA negotiating team agreed to the City's proposal and recommended it to their membership. Ratification by CCEA membership is expected July 11, 2013. In an effort to avoid significant staff time processing payroll, staff is recommending that the City Council approve the MOU at this time, contingent upon ratification by the CCEA membership.

This report recommends Council approval of changes to benefits and contract language incorporated in a tentative agreement with the CCEA. Attached is an updated MOU for the part-time unit represented by the CCEA, which incorporates mutually, agreed upon provisions, as well as a new classification specification and a revised salary schedule. The MOU covers the period of July 1, 2013 through June 30, 2015.

Agenda Report – Approval of Resolutions – Part-Time MOU and Approval of Classification and Compensation Revision Memorandum of Understanding for Part-Time Employees  
July 8, 2013

**ANALYSIS:**

Key provisions of the MOU presented for the Council’s approval include:

- **Term:** The term of the agreement shall be July 1, 2013 through June 30, 2015.
- **Wages:** Effective July 1, 2013 –1.0% salary increase; effective July 1, 2014 – 2.0% salary increase; and effective January 1, 2015 - 1.2% salary increase.

Effective July 1, 2013, the City agrees to study the concept of converting 40 hours of vacation into deferred compensation.

Effective July 1, 2013, the City agrees to pay the current 5% premium pay for median maintenance work based on actual hours worked on medians.

Effective July 1, 2013, the City agrees to review some classification specifications and salary levels as part of the JLM.

- **Classification and Compensation Revisions:**

Proposed Title	Previous Title	Proposed Pay Grade/Range	Previous Pay Grade/Range
Transportation Parts Assistant	Transportation Service Worker	12.5 (\$15.810 - \$19.250)	10.5 (\$14.310 - \$17.460)

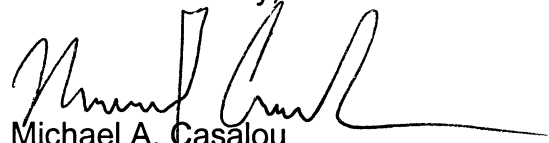
- **Non-Economic Issues:** The City also agreed to non-economic issues regarding GPS notification, Seniority Scheduling, Promotional Recruitments for Laid off employees, Class B License requirements, Meeting Notification for Employee Association, Electronic Communications and Association Member List.
- **Contract language:** All other contract language remains status quo.

**FISCAL IMPACT:**

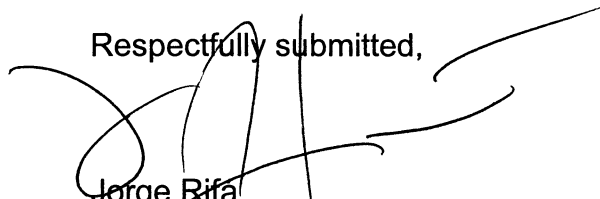
The fiscal impact to the adoption of the FY 2013/2014 Part-Time Employees Memorandum of Understanding is estimated to cost \$55,000 for FY 2013-14 and an additional \$149,500 for FY 2014-15. The following is a breakdown of the estimated cost:

<b>FY 2013-14</b>	\$ 55,000	1.0% Salary Adjustment
<b>FY 2014-15</b>	\$115,000	2.0% Salary Adjustment (July 1, 2014)
	\$ 34,500	1.2% Salary Adjustment (January 1, 2015)

Recommended by,

  
Michael A. Casalou  
Director of Human Resources


Respectfully submitted,

  
Jorge Rifa  
City Administrator

Fiscal Impact Reviewed by:

  
Vilko Domic  
Director of Finance

Approved as to Form:

  
Eduardo Olivo  
City Attorney

Attachments:

Exhibit A: PT MOU 2013 - 2015  
Transportation Parts Assistant Specification  
Revised 2013-15 Salary Schedule

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
APPROVING THE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEARS 2013-  
2014 AND 2014-2015 AS IT RELATES TO THE PART-TIME EMPLOYEES  
REPRESENTED BY THE CITY OF COMMERCE EMPLOYEES' ASSOCIATION

WHEREAS, the City of Commerce and non-management part-time employees completed negotiations of a new Memorandum of Understanding (the "MOU") for fiscal years 2013-2014 and 2014-2015; and

WHEREAS, the MOU has a term of two years covering fiscal year July 1, 2013 to June 30, 2015. Various economic and non-economic items have been agreed to as part of the collective bargaining process and have been included in the MOU.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

Section 1. Subject to ratification by the part-time employees, the Memorandum of Understanding for 2013-2015, including the salary increases as they relate to part-time employees represented by the City of Commerce Employees' Association is hereby approved. The City Administrator, Director of Finance, Director of Human Resources and City Clerk are authorized to execute same on behalf of City.

Section 2. The following salary increases for the non-management part-time employees represented by the Association shall be approved and implemented as follows:

- 1.0 % salary increase effective July 1, 2013
- 2.0 % salary increase effective July 1, 2014
- 1.2 % salary increase effective January 1, 2015

Section 3. This Resolution shall take full force and effect immediately upon adoption by the City Council.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk

PT MOU 2013- 2015





# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF COMMERCE**

**AND**

**THE CITY OF COMMERCE EMPLOYEES ASSOCIATION  
PART-TIME EMPLOYEES**

**2013 – 2015**

**MEMORANDUM OF UNDERSTANDING  
PART-TIME EMPLOYEES  
FISCAL YEAR JULY 1, 2013 — JUNE 30, 2015**

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## MEMORANDUM OF UNDERSTANDING

### PREAMBLE

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

- A. Representatives of Management for the City of Commerce (hereafter "City") and representatives of the City of Commerce Employees Association (hereafter "Association") have met on a number of occasions and have conferred in good faith, exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Association.
- B. The City representatives and Association representatives have reached an understanding as to certain recommendations to be made to the City Council for the City of Commerce and have agreed that the parties hereto will jointly urge the City Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.

NOW THEREFORE, the City and Association agree as follows:

The parties hereto shall jointly recommend to the City Council of the City of Commerce that one or more salary resolutions be adopted effectuating the following changes in salaries, fringe benefits and other terms of employment for the classifications represented by the Association.

### **ARTICLE I** **TERM**

- (a) Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from July 1, 2013, and shall remain in full force and effect up to and including midnight, the 30<sup>th</sup> day of June 2015.
- (b) This Memorandum of Understanding shall be binding on the City and the Association when approved and adopted by the City Council.
- (c) The City and the Association agree that the Association's bargaining proposals for the next Memorandum of Understanding will be due to the City by January 1, 2013. The City and the Association shall review the bargaining proposals, and meet and confer on any proposed changes to this Memorandum of Understanding within two weeks of the City's receipt of the Association's bargaining proposals.

### **ARTICLE II** **UNION SECURITY**

#### **SECTION 1.           Recognition.**

- (a) In accordance with the Meyers-Milias-Brown Act [Government Code Section 3500, et seq.] and the City of Commerce Employer-Employee Resolution, the City recognizes the City of Commerce Employees Association as the exclusive representatives of all employees in the regular part-time employees unit.
- (b) The Association recognizes the City Administrator as the exclusive representative for the City for purposes of entering into this Memorandum of Understanding, subject to the City Council approval.

### **ARTICLE III** **CITY RIGHTS**

#### **SECTION 1.           Exclusive Rights and Authority.**

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, subject to certain limitations contained elsewhere in this Memorandum of Understanding. Therefore, the following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The consideration of the merits, necessity, or organization of any service activity conducted by the City shall include, but not be limited to the City's right to:

- (a) Determine issues of public policy;
- (b) Determine the mission of its constituents, departments, commission and boards;
- (c) Determine and change the facilities, method, technology, means, and organized structure pursuant to which the City operations are to be conducted;
- (d) Set standards and levels of service, and to expand or diminish services;
- (e) Determine and change the number of locations, re-locations, 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 contract for or subcontract for any reason any work or operations of the City, subject to Article XII, Section 2, of this Memorandum of Understanding;
- (f) Determine size and composition of the work force, and allocated and assign work to employees in accordance with requirements as determined by the City;
- (g) Determine the content and intent of job classifications, develop new job classifications, and determine appropriate levels of compensation;
- (h) Appoint, transfer, promote, demote and lay-off employees for lack of work or other appropriate reasons;
- (i) Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable policies and laws;
- (j) Determine policies, procedures and standards for selection, training and promotion of employees;
- (k) Assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignment(s) upon reasonable notice;
- (l) Direct its employees;
- (m) Establish and enforce employee dress and grooming standards, and to determine the style and/or types of City-issued wearing apparel, equipment or technology to be used;
- (n) Determine the methods, means, numbers and kinds of personnel by which government operations are to be conducted;
- (o) Establish employee performance standards, including but not limited to quality and quantity criteria, and to require compliance therewith;
- (p) Maintain the efficiency of governmental operations;
- (q) Exercise complete control and discretion over the organization and the technology of performing City work and services;

- (r) Determine any and all necessary actions to carry out its missions in emergencies.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, to administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum of Understanding.

## **SECTION 2. Grievance on Impacts.**

The exclusive decision-making authority of the City Council on matters involving City rights and authority shall not be in any way, directly or indirectly, be subject to the grievance procedure set forth in this Memorandum of Understanding. The employee may only grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

## **ARTICLE IV** **COMPENSATION**

### **SECTION 1. Class A/B License**

For employees whose position requires possession of a valid Class "A" or "B" driver's license:

1. The City shall provide access to the City's medical facility and pay for the required physical examinations necessary to secure appropriate licenses.
2. City departments shall provide up to two hours paid release time for employees to complete the required physical examination at the City's medical facility. Such release time shall be pre-approved by the employee's supervisor and shall not impact the department's staffing or operational needs.
3. The City shall reimburse all employees up to \$39.00 for the cost to obtain and/or renew their Class A or B License.
4. During the term of this Agreement, the City agrees to review the requirement for Class B Licenses for employees assigned to the Parks and Recreation Department and remove the requirement where the license is not required.

### **SECTION 2. Median- Pay.**

A 5% premium pay shall be given to Park Maintenance employees when assigned to perform median maintenance work based on actual hours worked. A 5.0% premium pay shall be paid to a Park Maintenance employee when assigned to median maintenance assignments.

### **SECTION 3. Merit Increase**

Upon initial appointment to any position in a job classification, part-time employees shall be placed at the minimum or first step of a salary range for that job classification. A department head may, as authorized by the City Administrator, appoint at a higher step in the salary range when in accordance with the Personnel Policies and Procedures, Salary Plan.

#### **Merit Increase:**

Part-time employees shall be advanced within their respective compensation ranges in accordance with the following schedule and pursuant to the City of Commerce Personnel Policies and Procedures and any exceptions therein:

Step 2 - At the completion of sixteen hundred sixty-four hours (1664) of

satisfactory service in Step 1.

Step 3 – At the completion of sixteen hundred sixty-four hours (1664) of satisfactory service in Step 2.

Step 4 – At the completion of sixteen hundred sixty-four hours (1664) of satisfactory service in Step 3.

Step 5 – At the completion of sixteen hundred sixty-four hours (1664) of satisfactory service in Step 4.

Progression to succeeding steps does not convey or imply any additional employment or other rights beyond a wage increase.

#### **Special Merit Increases:**

When an employee demonstrates exceptional ability and proficiency beyond the call of duty, such employee may, upon recommendation of his or her Department Director, concurrence of the Director of Human Resources, and approval of the City Administrator, be awarded one step higher within the salary range for his/her job class upon completion of one year length of service in the position.

Please refer to the City of Commerce Personnel Policies and Procedures, Salary Plan Administration for further guidelines and policy.

#### **SECTION 4. On-Call Pay.**

Part-time employees who are assigned to "stand-by" duty shall be compensated in accordance with the policy established in the Personnel Policies & Procedures Manual, Chapter V ("Overtime"), Section 2, Paragraph d. "Stand-by Pay."

#### **SECTION 5. Overtime**

Employees will be paid overtime at time and a half for all productive time worked over forty (40) hours worked in a single workweek. For full-time employees, holidays (including flex holidays and birthdays) not actually worked, will count as time worked for the purpose of computing overtime. All other paid leave does not count as time worked for the purpose of computing overtime for full-time employees.

Except for Camp Commerce employees, double time is paid for hours worked over twelve productive hours (including paid breaks) in a single day or for hours worked on the seventh consecutive day of work in the seven day workweek.

#### **SECTION 6. Wage Increases**

Effective July 1, 2013, all employees represented by the Association shall receive a salary increase of 1 %.

Effective July 1, 2014, all employees represented by the Association shall receive a salary increase of 2 %.

Effective January 1, 2015, all employees represented by the Association shall receive a salary increase of 1.2%

### **ARTICLE V UNIFORM ALLOWANCE**

#### **SECTION 1. Uniforms**

Should the City require employees to wear a specific uniform, the City shall be financially responsible to cover the cost of such uniforms. Uniform replacement shall be governed by specific departmental policies and practices.

## **SECTION 2.        Safety Footwear**

The City shall provide reimbursement not to exceed \$150 per fiscal year for employees required by City safety regulations to wear safety footwear to work in each year the employee, in fact, purchased such footwear and utilizes them at work. Please refer to City of Commerce Personnel Policies and Procedures, Work Uniforms for Employees, for specific terms and policy.

## **ARTICLE VI PARK MAINTENANCE WORKER TRAINEE**

Under general supervision, Park Maintenance Worker Trainees participate in a formal training program and are expected to successfully complete the training program within six (6) months. Park Maintenance Worker Trainees shall promote to part-time Park Maintenance Worker after successfully acquiring the minimum experience, education and abilities to perform at the Park Maintenance Worker level, with the City of Commerce and after receiving a satisfactory performance evaluation. Please refer to the Park Maintenance Worker Trainee job description for further guidelines.

## **ARTICLE VII BENEFITS**

The City's current Personnel Policies and Procedures shall govern the extent to which benefits are provided and maintained. The City agrees to meet-and-confer with the Association prior to any final decision by the City to reduce any current benefits during the term of this Memorandum of Understanding.

As a product of the year 2011 meet-and-confer process, the City and the Association have agreed to the following benefit programs:

### **SECTION 1.        Medical Benefit Plan**

The City will subsidize the medical insurance premiums for part-time employees at a rate of 25%. Medical benefits shall be limited to:

- Medical coverage only.
- Coverage for the employee, only.

Employees wishing to take advantage of the medical reimbursement benefit shall be required to do the following:

- a) Shop the open market for the medical plan that best meets the employee's needs;
- b) Subscribe to a medical plan (as an individual);
- c) Pay the required premiums directly to the medical plan provider;
- d) Within twelve months, submit proof of actual payment of the premium to the City on an expense reimbursement form. The City shall determine and notify the employee of the type of documents that qualify as proof of payment of the medical plan premium.
- e) All employees understand and agree that submitting a fraudulent request for medical plan premium reimbursement to the City is an act of dishonesty subject to discipline, up to and including termination.

### **SECTION 2.        Bereavement Leave**

Pursuant to the City's Bereavement Leave Policy, when a part-time employee's immediate family member dies or is critically ill and death appears imminent, the employee shall be entitled up to forty (40) hours paid leave per occurrence. "Immediate family member" shall be defined as: mother, father, spouse, registered domestic partner, child, step-child, brother, sister, grandchild, grandparents, mother-in-law, mother-in-law, stepmother, stepfather, sister-in-law, brother-in-law, daughter in-law, son-in-law, spouse's grandparents and great grandparents, as well as the equivalent relatives of a registered domestic partner.

Bereavement leave is paid over a maximum of seven (7) work days and is paid in thirty minute increments. The bereavement leave begins on the first regularly scheduled workday, as requested by the employee. If the employee learns of the death while at work, he or she is entitled to leave work immediately; this partial day leave will not be counted towards the bereavement leave. Bereavement leave must be authorized by the Department Director and must be utilized within 15 days of employee learning of the death, or the date of foreseen imminent death of the immediate family member, unless special circumstances require that the leave begin at a later date. Such requests to the Department Director shall be made within 15-days of the employee learning of the death or the date of foreseen imminent death and shall not be unreasonably denied.

The maximum number of hours to be paid during the maximum seven (7) work days of bereavement leave is calculated based on the average number of all hours actually paid per week, utilizing the employee's record of hours paid for each position maintained by the employee during the ten (10) weeks immediately preceding the bereavement leave.

### **SECTION 3. Birthday Holiday**

Part-time employees who actually work on New Year's Day, Easter, Thanksgiving Day, Christmas Day, and/or his/her birthday, shall be paid double time for hours actually worked in lieu of receiving holiday pay. If the employee's birthday falls on their regularly scheduled work day and the Department Director or supervisor does not schedule them to work on that day so that the City does not have to pay double time, the employee shall be rescheduled for either the preceding or succeeding payroll period, so that they are able to make up the missed workday.

### **SECTION 4. Deferred Compensation:**

The City shall match employee deferred compensation contributions, *in an amount not to exceed 3% of the employee gross salary contribution per pay period*. For example, if an employee contributes 1% of his or her gross salary to the plan, the City shall contribute an amount equal to 1% of gross salary.

During the term of this MOU, the City agrees to study the concept of a program that would allow employees to convert forty (40) hours of accrued vacation leave into their deferred compensation plan.

### **SECTION 5. Educational Assistance:**

The City agrees to maintain the part-time employees' tuition reimbursement program and to budget the program at an amount not to exceed \$72,500 during the term of this Memorandum of Understanding. The tuition reimbursement pool shall be distributed to employees as follows: 100% reimbursement for actual tuition costs; and 50% of course required books and/or supplies.

To qualify for educational reimbursement benefits, the employee must be employed on a part-time basis (not temporary), must have received a standing satisfactory performance evaluation, must be employed at least 18 months and have worked an average of ten (10) hours weekly over the preceding twelve month period upon conclusion of the class for reimbursement eligibility. Employees must have received written approval from the Director of Human Resources and his or her Department Director prior to registering for the course.

Further, the City agrees to increase the tuition reimbursement time limit from six (6) consecutive years to seven (7) consecutive years.

Please refer to City of Commerce Personnel Policies and Procedures IV-3, for further guidelines and policy.

**SECTION 6. Sick Leave**

Part-time employees shall accrue eight (8) hours of leave for every 173 hours worked. Please refer to the City of Commerce Personnel Policies and Procedures, Sick Leave Policy, for specific terms and policy.

**SECTION 7. Vacation Leave**

Part-time employees shall accrue eight (8) hours of leave for every 173 hours worked. The City's four-hundred eighty hour (480) maximum accumulation policy will be enforced by scheduling vacations to eliminate excess accumulation. Please refer to City of Commerce Personnel Policies and Procedures, Vacation Policy, for specific terms and policy.

**SECTION 8. Leave Bank Combination Study**

During the term of this Agreement, the City agrees to study the concept of leave bank combination for multiple classifications.

**ARTICLE VIII  
DISCIPLINE PROCEDURES**

The disciplinary procedures set forth in the City's Personnel Policies and Procedures shall govern during the term of this Memorandum of Understanding.

**ARTICLE VIX  
GRIEVANCE PROCEDURES**

The following grievance procedure applies only to part-time employees who have successfully completed their training period as defined in the personnel policies and process.

The grievance procedure is used to ensure that employees have the opportunity to address work-related concerns.

Definition of "grievance": A "grievance" shall be defined as a timely complaint by an employee or group of employees, concerning the City's personnel practices, working conditions, employee policies or Memorandum of Understanding.

- (a) Time Limits for Filing Written Formal Grievances: the time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced in writing and signed by an authorized representative of the City and the grievant. Failure of the grievant to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance.
- (b) The grieving party is entitled to have representation of his or her choice at any level of the grievance procedure.

**STEPS OF THE GRIEVANCE PROCEDURE**

- 1. Informal - Immediate Supervisor
- 2. Formal - Department Head
- 3. Formal - City Administrator or Designee

- 1. Informal – Immediate Supervisor: The employee must first attempt to resolve a grievance verbally with his/her immediate supervisor as soon as possible. Every effort shall be made to find an acceptable solution to



the grievance informally at this level.

2. Formal – Department Head: If the grievance is not resolved using the informal process, a written grievance shall be filed within twenty (20) business days from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the acts giving rise to the grievance. The grievant shall discuss the grievance with the department head. The department head shall render a decision and comments, in writing, regarding the merits of the grievance and return them to the grievant within twenty (20) business days after receiving the grievance.

In cases involving appeals from disciplinary action, the grievant shall bypass the informal grievance step and file his/her appeal directly at the formal grievance step within twenty (20) business days of the effective date of the disciplinary action, or his/her right to appeal shall be waived.

3. Formal – City Administrator: If the grievance is not resolved at "Step 2" or if no answer has been received from the department head within twenty (20) business days, the written grievance shall progress to the City Administrator for final determination.

The grievant shall have twenty (20) business days from the date when the department head's written response is received, or when the response was due, to file a written appeal directly to the City Administrator, or forfeit his/her right of appeal, in which case, the grievance will be considered final based on the department head's response.

The City Administrator shall schedule an oral hearing and shall render a written decision, based on the merits of the grievance and return it to the grievant, within twenty (20) business days after the hearing. The City Administrator's decision shall be final on all matters. If the City Administrator does not render a decision within twenty (20) business days, or does not request and receive a mutually agreed upon extension of time, the grievance shall be resolved in favor of the grieving party.

## **ARTICLE X** **LAYOFFS**

The City Council shall approve any proposed layoff/ bumping procedures before they are incorporated in the City's Personnel Policies and Procedure manual and become enforceable. Until such time that the City Council approves any proposed layoff/ bumping procedures, the City's Personnel Policies shall govern.

A full-time employee may "bump" a part-time employee with lesser seniority, in the same or a lesser paid job classification within the same occupational family as currently held by the full-time employee or a classification in which he/she has previously served. Seniority between a full-time and part-time employee shall be based upon the total hours worked in the classification.

Part time employees are eligible for transfer consideration to a full time position within the same classification so long as the employee meets the minimum qualifications for the full time position.

## **ARTICLE XI** **JOINT LABOR MANAGEMENT COMMITTEE**

The City and the Association will maintain a Joint Labor Management Committee (the "Committee") comprised of seven (7) members. The City's teams shall have three (3) representatives on the Committee from the Human Resources Department and various other departments. The Association shall provide four (4) members to sit on the Committee, which shall consist of two (2) full-time

employees and two (2) part-time employees. Additional department and employee representatives may participate on the Committee to deal with departmental matters which may be addressed. This Committee shall meet monthly, or less frequently, upon agreement of the Committee.

The JLM shall be utilized to allow the parties to discuss matters affecting the workplace environment.

The JLM shall not be a means for participating in the meet-and-confer process as provided for by *Government Code* Sections 3500, *et. seq.* The JLM's meetings shall not be "meet and confer" sessions as that term is used in *Government Code* Sections 3500 *et. seq.*

JLM consideration of proposed changes of terms and conditions of employment shall not occur and is not a condition precedent to the exercise by the City of its rights.

## **ARTICLE XII**

### **EXCURSION & SPECIAL ASSIGNMENTS**

City Departments will post advance notice of any excursions or special assignments. Any part-time employee in that department may file with the department head a statement of interest in the excursion or special assignment. The department head or his/her designee shall take into consideration the employee's statement of interest as one factor in selecting part-time employees for excursions and special assignments. The decision by the department head or his/her designee shall be final.

## **ARTICLE XIII**

### **SENIORITY**

The City will consider seniority as the primary factor, where the job performance is equal, when making assignments of work schedules, job assignments, excursions, promotions, and vacation. Seniority shall be defined as total number of hours worked in the position. A carve out seniority cascading provision exclusively for Parks and Recreation part time positions for a one (2) year trial period for the 2013-2014 and 2014-2015 fiscal years are defined as follows: cascading seniority determined by calculating the hours worked in the position plus equal or lower positions in the same job series. The updated seniority list shall be distributed ninety (90) days after the end of each fiscal year. A onetime seniority list distribution date extension for fiscal year 2013-2014 of 180 days instead of 90 days to compile and establish newly proposed seniority calculations. The bid period will be established by each Department/Division. The schedules and bid periods will be transmitted to the Association at least 3 business days prior to the bid meeting. Schedules must allow reasonable amount of time to complete assigned workload.

## **ARTICLE XIV**

### **FACILITY CLOSURES**

In the event of an emergency facility closure, the City will attempt to reassign scheduled part-time employees to other facilities that are not affected by the emergency closure, wherever practical. Additionally, scheduled part-time employees who report to work but are sent home without working, will be paid 2 hours of straight time as "show-up" pay. Each department that has part-time employees that have lost scheduled work hours due to emergency facilities closure will attempt to schedule the employees for make-up time.

## **ARTICLE XV**

### **OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION**

#### **SECTION 1. Meet and Confer in Good Faith.**

The City shall not be required to meet and confer in good faith on any subject

preempted by federal or state law. The City shall meet and confer in good faith with the Association on all matters related to salaries, fringe benefit and other terms and conditions of employment in accordance with the *Meyers-Milias-Brown Act*.

## **SECTION 2.           Job Security.**

The City and the Association share a common interest in maintaining the stability and the security of the City's workforce. As such, the City shall initiate a meet-and-confer process with the Association no less than ninety (90) days prior to any decision to contract for the work of any employee represented by the Association. The City will discuss with the Association the economic issues related to such contracting during the meet-and-confer process and prior to sending out Requests for Proposals (RFP's) or otherwise proceeding to identify qualified contractors for such services. In the event that the City subsequently decides to enter into a contract, the City will work with the Association in an attempt to mitigate the effects that such contracting might have on any employee represented by the Association. The City will make its best efforts to find alternative City employment for those employees affected. Management will attempt to find alternative City employment as close as possible to the employee's current salary level, provided that the employee meets the minimum qualifications for such alternative employment.

## **SECTION 3.           Agency Shop Notice**

1. The City shall provide all newly hired employees with an authorization notice advising them that agency shop for the Association has been implemented pursuant to a vote of the bargaining unit's members in accordance with state law, that agency shop is covered by an agreement between the City and the Association, and that all employees subject to the agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement.
2. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Such service fee shall be established by the Association. Employees shall have ten (10) calendar days from the date they receive the form to fully execute it and return it to the City's Human Resources Department.
3. If the form is not completed properly or returned within ten (10) calendar days, the City shall commence and continue a payroll deduction of service fees from the regular bi-weekly paychecks of such employee.
4. Dues withheld by the City shall be transmitted by direct deposit to the AFSCME District Council 36 bank account or as otherwise directed by the Association President
5. The effective date of Association dues, service fees, or charitable contributions shall begin no later than the beginning of the first pay period commencing fourteen (14) calendar days after receipt of the authorization form by the employee.
6. No unit member shall be required to join the Association or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, satisfy his or her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, tax exempt under section 501, subdivision

(c)(3) of the Internal Revenue Code, which is chosen by the Association. The Association has selected the following three qualified charitable funds that the exempt employee may choose: American Cancer Society, American Red Cross, St. Jude Children's Research Fund Hospital. This list may change from time to time, but only upon written notice and agreement by both parties.

7. The City shall provide the Association with a monthly list of new hires, including name, date of hire, job classification, pay rate, work location and home address and phone number.
8. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City, and upon request to the employees who are members of the Association, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959 or *Government Code* Section 3546.5 shall satisfy this requirement
9. This agency shop arrangement shall be null and void if rescinded by a vote of employees pursuant to *Government Code* Section 3502.5, subdivision (d).
10. The Association shall defend, indemnify and hold harmless, the City of Commerce from any demand, claim, other action and for any liability or cost arising out of any such demand, claim or other action that arises out of this agreement.

#### **SECTION 4.        Union Access.**

City equipment may be used to conduct Association business, provided it is authorized by the City Administrator or his or her designee. If the City Administrator does not respond to a request for the use of City equipment to conduct Association business within one business day, the Human Resources Director shall be authorized to respond to the request. City equipment shall include, but not be limited to telephones, photocopiers, all forms of electronic communication, and facilities. The following are examples of situations where the City Administrator may reasonably authorize use of City equipment: (1) to schedule Association meetings, (2) to transmit meet-and-confer proposals, (3) to conduct Association meetings noticed pursuant to Association by-laws for the consideration of MOU approval/ratification votes.

#### **SECTION 5.        Association Representatives**

The Association may designate representatives to represent employees in processing grievances and at Skelly hearings. The following conditions shall apply.

The Association may designate Representatives who must be members of the Association, and shall provide all City departments with a written list of employees who have been so designated. City management will accept on a quarterly basis any changes to the list. A Representative may represent a grievant in the presentation of a grievance at all levels of the grievance procedure. A Representative may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews, where there is a reasonable expectation that disciplinary action will follow.

An employee and his/her Representative may have a reasonable amount of paid time off for the above-listed activities. However, a representative will receive paid time off only if he/she is the representative of record, or is another City employee, not a representative of record, who is requested to accompany the employee to an interview which the employee reasonably believes, may result in

punitive action or to a meeting where documents shall be served.

If a Representative must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided by the City for such purpose. In those instances where an employee is working away from City Hall and is requested to provide representation, that employee shall first obtain verbal authorization from a supervisor to do so. As soon as is reasonably practicable, but not later than the end of the employee's following workday, the release shall be documented on a City provided form. Permission for such leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievant's Representative will be informed when time can be made available. To the extent reasonable and compatible with the City operational needs, such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the Representative's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the Representative shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the Representative will report to the employee's supervisor, who will make arrangements for the meeting requested.

The City will make reasonable time available to Representatives to investigate grievances and disciplinary matters on behalf of the grievant. Time spent on grievances or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her Representative, shall not be counted as work time for any purpose.

**SECTION 6.**            Voluntary Political Contributions (COPE & PEOPLE Checkoff).

Employees may make a voluntary contribution to the Union's political action funds. Such contributions must be authorized by the employee and may be revoked at any time. If an employee submits a form authorizing a deduction from his or her paycheck for the AFSCME PEOPLE Program, the City shall effectuate such payroll deduction beginning the next pay period. Deductions withheld by the City shall be transmitted by direct deposit to the AFSCME District Council 36 bank account, unless otherwise directed by the Association President.

**SECTION 7.**            Unit Membership List.

The City shall provide the Association with a quarterly list of all represented employees, including name, date of hire, job classification, work location, home address, and phone number.

**SECTION 8.**            Non-Discrimination.

The parties shall treat all employees in employment matters without regard to race, color, religion, sex, sexual preference, age, national origin, disability, and political or union activity.

**SECTION 9.**            City's Personnel Policies and Procedures and Standard Operating Procedures.

The City's Personnel Policies and Procedures and Standard Operating Procedures shall govern during the term of this Memorandum of Understanding, unless otherwise indicated herein.

**SECTION 10.**         GPS Notification

The City agrees to clearly state the reasons and notify CCEA Membership of the City's use of GPS devices annually.

**ARTICLE XVI**

**MODIFICATION****SECTION I.           Maintenance of Existing Conditions.**

Any employment policies, practices and/or benefits, including the alternative workweek schedule and overtime compensation which were in effect as of October 31, 2000, shall be deemed incorporated into this Memorandum of Understanding, unless otherwise stated herein. Nothing herein shall create a property interest in employment to any part-time non-civil service employee, and does not alter the part-time non-civil service status of the at-will employees. In the event of a conflict between this Memorandum of Understanding and an existing policy and/or practice, this Memorandum of Understanding shall govern.

**SECTION 2.           Modification and Waiver.**

The City reserves the right to add to, delete from, amend or modify the Administrative rules, the City's Municipal Code, and/or the City's Personnel Policies and Procedures Manual during the term of the MOU, subject to the requirements of the Meyers-Milias-Brown Act.

**SECTION 3.           Severability.**

In the event that a court finds any provision(s) of this Memorandum of Understanding to be invalid or unenforceable, the parties intend that the remaining provisions shall remain in effect. The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

**"UNION"**

**"CITY "**

\_\_\_\_\_  
Date Kevin Larsen  
President, CCEA

\_\_\_\_\_  
Date Terry Ann Westmore  
CCEA Member

\_\_\_\_\_  
Date Laura Tilley  
CCEA Member

\_\_\_\_\_  
Date Mario Moran  
CCEA Member

\_\_\_\_\_  
Date Jose Castillo  
CCEA Member

\_\_\_\_\_  
Date Leslie Simon  
AFSCME Representative

\_\_\_\_\_  
Date Teresa McAllister  
Director of Human Resources

\_\_\_\_\_  
Date Vilko Domic  
Director of Finance

\_\_\_\_\_  
Date Fernando Mendoza  
Deputy City Administrator

\_\_\_\_\_  
Date Jorge Rifa  
City Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
Date Eduardo Olivo  
City Attorney

ATTEST:

\_\_\_\_\_  
Date Linda Kay Olivieri  
City Clerk

**City of Commerce**  
**Table 1 - Schematic of Occupational Job Classes -**  
**Effective July 1, 2013**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
			FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.				
3405	CIP Manager	33.5	\$41.32	\$43.41	\$45.59	\$47.90	\$50.33
1535	Special Education Reading Coordinator	26	\$31.05	\$32.62	\$34.29	\$36.04	\$37.82
1540	Special Education Reading Tutor	25	\$29.57	\$31.05	\$32.62	\$34.29	\$36.04
1120	Media Specialist	23.5	\$27.47	\$28.85	\$30.33	\$31.84	\$33.46
5613	Teen Center Supervisor	23.5	\$27.47	\$28.85	\$30.33	\$31.84	\$33.46
3310	Code Enforcement Officer II	23	\$26.79	\$28.14	\$29.57	\$31.05	\$32.62
4115	Community Safety Specialist	23	\$26.79	\$28.14	\$29.57	\$31.05	\$32.62
5645	Boxing Instructor	22.5	\$26.12	\$27.47	\$28.85	\$30.33	\$31.84
4210	Emergency Preparedness Assistant Officer	21.5	\$24.87	\$26.12	\$27.47	\$28.85	\$30.33
3115	CDBG Specialist	21	\$24.26	\$25.49	\$26.79	\$28.14	\$29.57
5677	Teen Center Assistant Supervisor	19.5	\$22.63	\$23.67	\$24.87	\$26.12	\$27.47
3510	Permit Technician	19	\$21.98	\$23.10	\$24.26	\$25.49	\$26.79
4120	Animal Control Officer	18.5	\$21.44	\$22.53	\$23.67	\$24.87	\$26.12
1325	Bus Operator II P/T	18.5	\$21.44	\$22.53	\$23.67	\$24.87	\$26.12
3315	Code Enforcement Officer I	18.5	\$21.44	\$22.53	\$23.67	\$24.87	\$26.12
4310	Employment Services Representative, Senior - F	18.5	\$21.44	\$22.53	\$23.67	\$24.87	\$26.12
5225	Supervising Lifeguard	17.5	\$20.40	\$21.44	\$22.53	\$23.67	\$24.87
1545	Library Assistant, Senior Part-Time	17	\$19.93	\$20.92	\$21.98	\$23.10	\$24.26
1415	Office Specialist - P/T	17	\$19.93	\$20.92	\$21.98	\$23.10	\$24.26
5715	Park Maintenance Worker - Part-Time	17	\$19.93	\$20.92	\$21.98	\$23.10	\$24.26
3615	Facility Maintenance Worker Part-Time	16.5	\$19.44	\$20.40	\$21.44	\$22.53	\$23.67
3715	Painter - Part-Time	16.5	\$19.44	\$20.40	\$21.44	\$22.53	\$23.67
5650	Boxing Assistant Instructor	16	\$18.96	\$19.93	\$21.01	\$21.98	\$23.10
4315	Employment Services Representative	16	\$18.96	\$19.93	\$21.01	\$21.98	\$23.10
2415	Information Technology Technician	16	\$18.96	\$19.93	\$21.01	\$21.98	\$23.10
1550	Library Assistant Part-Time	15	\$18.03	\$18.96	\$19.93	\$20.92	\$21.98
1420	Office Assistant, Senior - P/T	15	\$18.03	\$18.96	\$19.93	\$20.92	\$21.98
1430	Receptionist	15	\$18.03	\$18.96	\$19.93	\$20.92	\$21.98
2315	Central Stores Assistant	14.5	\$17.61	\$18.48	\$19.44	\$20.40	\$21.44
5640	Class instructor -Tap & Ballet Instructor	14.5	\$17.61	\$18.48	\$19.44	\$20.40	\$21.44
5655	Karate Instructor	14.5	\$17.61	\$18.48	\$19.44	\$20.40	\$21.44
5665	Performing Arts Coordinator	14.5	\$17.61	\$18.48	\$19.44	\$20.40	\$21.44
1326	Bus Operator I	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92
5520	Camp Counselor, Senior	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92
3620	Custodian - Part-Time	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92
5680	Day Camp Program Specialist	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92
5720	Park Maintenance Trainee	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92
3215	Planning Intern	14	\$17.16	\$18.03	\$18.96	\$19.93	\$20.92



**City of Commerce**  
**Table 1 - Schematic of Occupational Job Classes -**  
**Effective July 1, 2013**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.							
5227	Assistant Swim Coach	13.5	\$16.76	\$17.61	\$18.48	\$19.44	\$20.40
5226	Assistant Water Polo Coach	13.5	\$16.76	\$17.61	\$18.48	\$19.44	\$20.40
5240	Fitness Attendant	13.5	\$16.76	\$17.61	\$18.48	\$19.44	\$20.40
5230	Instructor Guard	13.5	\$16.76	\$17.61	\$18.48	\$19.44	\$20.40
5310	Food Services Attendant, Senior	13	\$16.34	\$17.16	\$18.03	\$18.96	\$19.93
5625	Recreation Leader, Senior	13	\$16.34	\$17.16	\$18.03	\$18.96	\$19.93
5640	Class Instructor	12.5	\$15.97	\$16.76	\$17.61	\$18.48	\$19.44
5660	Karate Assistant Instructor	12.5	\$15.97	\$16.76	\$17.61	\$18.48	\$19.44
1330	Transportation Service Worker, Lead	12.5	\$15.97	\$16.76	\$17.61	\$18.48	\$19.44
1331	Transportation Parts Assistant	12.5	\$15.97	\$16.76	\$17.61	\$18.48	\$19.44
2210	Business License Clerk	12	\$15.56	\$16.34	\$17.16	\$18.03	\$18.96
1425	Office Assistant	12	\$15.56	\$16.34	\$17.16	\$18.03	\$18.96
5235	Lifeguard	11.5	\$15.10	\$15.97	\$16.76	\$17.63	\$18.50
5530	Camp Assistant Cook	10.5	\$14.45	\$15.19	\$15.97	\$16.76	\$17.63
5525	Camp Counselor	10.5	\$14.45	\$15.19	\$15.97	\$16.76	\$17.63
3720	Street Maintenance Helper	10.5	\$14.45	\$15.19	\$15.97	\$16.76	\$17.63
1335	Transportation Service Worker	10.5	\$14.45	\$15.19	\$15.97	\$16.76	\$17.63
5630	Recreation Leader	9	\$13.39	\$14.07	\$14.83	\$15.56	\$16.34
5245	Cashier	8	\$12.77	\$13.39	\$14.07	\$14.83	\$15.56
1570	Homework Center Helper	8	\$12.77	\$13.39	\$14.07	\$14.83	\$15.56
1553	Library Page, Senior	8	\$12.77	\$13.39	\$14.07	\$14.83	\$15.56
1560	Library Literacy Clerk	7	\$12.17	\$12.77	\$13.39	\$14.07	\$14.83
4135	Crossing Guard	6	\$11.58	\$12.17	\$12.77	\$13.39	\$14.07
5315	Food Services Attendant	6	\$11.58	\$12.17	\$12.77	\$13.39	\$14.07
1565	Library Page	6	\$11.58	\$12.17	\$12.77	\$13.39	\$14.07
5670	Recreation Aide	6	\$11.58	\$12.17	\$12.77	\$13.39	\$14.07
5535	Camp Maintenance Aide	5.5	\$11.28	\$11.88	\$12.47	\$13.10	\$13.78
1135	Reprographics Worker	4.5	\$10.76	\$11.28	\$11.88	\$12.47	\$13.10
6540	Camp Kitchen Aide	4	\$10.49	\$11.04	\$11.58	\$12.17	\$12.77
5250	Locker Attendant	3	\$9.96	\$10.49	\$11.04	\$11.58	\$12.17

**City of Commerce**  
**Table 1 - Schematic of Occupational Job Classes -**  
**Effective July 1, 2014**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.							
3405	CIP Manager	33.5	\$42.14	\$44.27	\$46.49	\$48.85	\$51.32
1535	Special Education Reading Coordinator	26	\$31.66	\$33.27	\$34.97	\$36.75	\$38.57
1540	Special Education Reading Tutor	25	\$30.16	\$31.66	\$33.27	\$34.97	\$36.75
1120	Media Specialist	23.5	\$28.02	\$29.42	\$30.93	\$32.47	\$34.12
5613	Teen Center Supervisor	23.5	\$28.02	\$29.42	\$30.93	\$32.47	\$34.12
3310	Code Enforcement Officer II	23	\$27.32	\$28.70	\$30.16	\$31.66	\$33.27
4115	Community Safety Specialist	23	\$27.32	\$28.70	\$30.16	\$31.66	\$33.27
5645	Boxing Instructor	22.5	\$26.64	\$28.02	\$29.42	\$30.93	\$32.47
4210	Emergency Preparedness Assistant Officer	21.5	\$25.36	\$26.64	\$28.02	\$29.42	\$30.93
3115	CDBG Specialist	21	\$24.74	\$26.00	\$27.32	\$28.70	\$30.16
5677	Teen Center Assistant Supervisor	19.5	\$22.98	\$24.14	\$25.36	\$26.64	\$28.02
3510	Permit Technician	19	\$22.41	\$23.56	\$24.74	\$26.00	\$27.32
4120	Animal Control Officer	18.5	\$21.87	\$22.98	\$24.14	\$25.36	\$26.64
1325	Bus Operator II P/T	18.5	\$21.87	\$22.98	\$24.14	\$25.36	\$26.64
3315	Code Enforcement Officer I	18.5	\$21.87	\$22.98	\$24.14	\$25.36	\$26.64
4310	Employment Services Representative, Senior - F	18.5	\$21.87	\$22.98	\$24.14	\$25.36	\$26.64
5225	Supervising Lifeguard	17.5	\$20.81	\$21.87	\$22.98	\$24.14	\$25.36
1545	Library Assistant, Senior Part-Time	17	\$20.32	\$21.33	\$22.41	\$23.56	\$24.74
1415	Office Specialist - P/T	17	\$20.32	\$21.33	\$22.41	\$23.56	\$24.74
5715	Park Maintenance Worker - Part-Time	17	\$20.32	\$21.33	\$22.41	\$23.56	\$24.74
3615	Facility Maintenance Worker Part-Time	16.5	\$19.83	\$20.81	\$21.87	\$22.98	\$24.14
3715	Painter - Part-Time	16.5	\$19.83	\$20.81	\$21.87	\$22.98	\$24.14
5650	Boxing Assistant Instructor	16	\$19.33	\$20.32	\$21.42	\$22.41	\$23.56
4315	Employment Services Representative	16	\$19.33	\$20.32	\$21.42	\$22.41	\$23.56
2415	Information Technology Technician	16	\$19.33	\$20.32	\$21.42	\$22.41	\$23.56
1550	Library Assistant Part-Time	15	\$18.39	\$19.33	\$20.32	\$21.33	\$22.41
1420	Office Assistant, Senior - P/T	15	\$18.39	\$19.33	\$20.32	\$21.33	\$22.41
1430	Receptionist	15	\$18.39	\$19.33	\$20.32	\$21.33	\$22.41
2315	Central Stores Assistant	14.5	\$17.96	\$18.85	\$19.83	\$20.81	\$21.87
5640	Class instructor -Tap & Ballet Instructor	14.5	\$17.96	\$18.85	\$19.83	\$20.81	\$21.87
5655	Karate Instructor	14.5	\$17.96	\$18.85	\$19.83	\$20.81	\$21.87
5665	Performing Arts Coordinator	14.5	\$17.96	\$18.85	\$19.83	\$20.81	\$21.87
1326	Bus Operator I	14	\$17.50	\$18.39	\$19.33	\$20.32	\$21.33
5520	Camp Counselor, Senior	14	\$17.50	\$18.39	\$19.33	\$20.32	\$21.33
3620	Custodian - Part-Time	14	\$17.50	\$18.39	\$19.33	\$20.32	\$21.33
5680	Day Camp Program Specialist	14	\$17.50	\$18.39	\$19.33	\$20.32	\$21.33
5720	Park Maintenance Trainee	14	\$17.50	\$18.39	\$19.33	\$20.32	\$21.33
3215	Planning Intern	14	\$17.50	\$18.39	\$19.33	\$20.32	\$21.33
5227	Assistant Swim Coach	13.5	\$17.09	\$17.96	\$18.85	\$19.83	\$20.81
5226	Assistant Water Polo Coach	13.5	\$17.09	\$17.96	\$18.85	\$19.83	\$20.81
5240	Fitness Attendant	13.5	\$17.09	\$17.96	\$18.85	\$19.83	\$20.81
5230	Instructor Guard	13.5	\$17.09	\$17.96	\$18.85	\$19.83	\$20.81
5310	Food Services Attendant, Senior	13	\$16.67	\$17.50	\$18.39	\$19.33	\$20.32
5625	Recreation Leader, Senior	13	\$16.67	\$17.50	\$18.39	\$19.33	\$20.32
5640	Class Instructor	12.5	\$16.28	\$17.09	\$17.96	\$18.85	\$19.83
5660	Karate Assistant Instructor	12.5	\$16.28	\$17.09	\$17.96	\$18.85	\$19.83
1330	Transportation Service Worker, Lead	12.5	\$16.28	\$17.09	\$17.96	\$18.85	\$19.83
1331	Transportation Parts Assistant	12.5	\$16.28	\$17.09	\$17.96	\$18.85	\$19.83
2210	Business License Clerk	12	\$15.87	\$16.67	\$17.50	\$18.39	\$19.33
1425	Office Assistant	12	\$15.87	\$16.67	\$17.50	\$18.39	\$19.33

**City of Commerce**  
**Table 1 - Schematic of Occupational Job Classes -**  
**Effective July 1, 2014**

Class Code	Occupational Job Families and Job Classes	PAY SCHED					
			Step 1	Step 2	Step 3	Step 4	Step 5
FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.							
5235	Lifeguard	11.5	\$15.49	\$16.28	\$17.09	\$17.98	\$18.87
5530	Camp Assistant Cook	10.5	\$14.74	\$15.49	\$16.28	\$17.09	\$17.98
5525	Camp Counselor	10.5	\$14.74	\$15.49	\$16.28	\$17.09	\$17.98
3720	Street Maintenance Helper	10.5	\$14.74	\$15.49	\$16.28	\$17.09	\$17.98
1335	Transportation Service Worker	10.5	\$14.74	\$15.49	\$16.28	\$17.09	\$17.98
5630	Recreation Leader	9	\$13.66	\$14.35	\$15.12	\$15.87	\$16.67
5245	Cashier	8	\$13.02	\$13.66	\$14.35	\$15.12	\$15.87
1570	Homework Center Helper	8	\$13.02	\$13.66	\$14.35	\$15.12	\$15.87
1553	Library Page, Senior	8	\$13.02	\$13.66	\$14.35	\$15.12	\$15.87
1560	Library Literacy Clerk	7	\$12.41	\$13.02	\$13.66	\$14.35	\$15.12
4135	Crossing Guard	6	\$11.81	\$12.41	\$13.02	\$13.66	\$14.35
5315	Food Services Attendant	6	\$11.81	\$12.41	\$13.02	\$13.66	\$14.35
1565	Library Page	6	\$11.81	\$12.41	\$13.02	\$13.66	\$14.35
5670	Recreation Aide	6	\$11.81	\$12.41	\$13.02	\$13.66	\$14.35
5535	Camp Maintenance Aide	5.5	\$11.51	\$12.11	\$12.72	\$13.36	\$14.05
1135	Reprographics Worker	4.5	\$10.97	\$11.51	\$12.11	\$12.72	\$13.36
5540	Camp Kitchen Aide	4	\$10.70	\$11.26	\$11.81	\$12.41	\$13.02
5250	Locker Attendant	3	\$10.16	\$10.70	\$11.26	\$11.81	\$12.41

**City of Commerce**  
**Table 1 - Schematic of Occupational Job Classes -**  
**Effective January 1, 2015**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5
			FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.				
3405	CIP Manager	33.5	\$42.63	\$44.79	\$47.04	\$49.42	\$51.92
1535	Special Education Reading Coordinator	26	\$32.03	\$33.66	\$35.38	\$37.18	\$39.02
1540	Special Education Reading Tutor	25	\$30.51	\$32.03	\$33.66	\$35.38	\$37.18
1120	Media Specialist	23.5	\$28.34	\$29.76	\$31.29	\$32.84	\$34.52
5613	Teen Center Supervisor	23.5	\$28.34	\$29.76	\$31.29	\$32.84	\$34.52
3310	Code Enforcement Officer II	23	\$27.63	\$29.03	\$30.51	\$32.03	\$33.66
4115	Community Safety Specialist	23	\$27.63	\$29.03	\$30.51	\$32.03	\$33.66
5645	Boxing Instructor	22.5	\$26.95	\$28.34	\$29.76	\$31.29	\$32.84
4210	Emergency Preparedness Assistant Officer	21.5	\$25.65	\$26.95	\$28.34	\$29.76	\$31.29
3115	CDBG Specialist	21	\$25.03	\$26.30	\$27.63	\$29.03	\$30.51
5677	Teen Center Assistant Supervisor	19.5	\$23.25	\$24.42	\$25.65	\$26.95	\$28.34
3510	Permit Technician	19	\$22.67	\$23.83	\$25.03	\$26.30	\$27.63
4120	Animal Control Officer	18.5	\$22.12	\$23.25	\$24.42	\$25.65	\$26.95
1325	Bus Operator II P/T	18.5	\$22.12	\$23.25	\$24.42	\$25.65	\$26.95
3315	Code Enforcement Officer I	18.5	\$22.12	\$23.25	\$24.42	\$25.65	\$26.95
4310	Employment Services Representative, Senior - F	18.5	\$22.12	\$23.25	\$24.42	\$25.65	\$26.95
5225	Supervising Lifeguard	17.5	\$21.05	\$22.12	\$23.25	\$24.42	\$25.65
1545	Library Assistant, Senior Part-Time	17	\$20.56	\$21.58	\$22.67	\$23.83	\$25.03
1415	Office Specialist - P/T	17	\$20.56	\$21.58	\$22.67	\$23.83	\$25.03
5715	Park Maintenance Worker - Part-Time	17	\$20.56	\$21.58	\$22.67	\$23.83	\$25.03
3615	Facility Maintenance Worker Part-Time	16.5	\$20.06	\$21.05	\$22.12	\$23.25	\$24.42
3715	Painter - Part-Time	16.5	\$20.06	\$21.05	\$22.12	\$23.25	\$24.42
5650	Boxing Assistant Instructor	16	\$19.56	\$20.56	\$21.67	\$22.67	\$23.83
4315	Employment Services Representative	16	\$19.56	\$20.56	\$21.67	\$22.67	\$23.83
2415	Information Technology Technician	16	\$19.56	\$20.56	\$21.67	\$22.67	\$23.83
1550	Library Assistant Part-Time	15	\$18.60	\$19.56	\$20.56	\$21.58	\$22.67
1420	Office Assistant, Senior - P/T	15	\$18.60	\$19.56	\$20.56	\$21.58	\$22.67
1430	Receptionist	15	\$18.60	\$19.66	\$20.56	\$21.58	\$22.67
2315	Central Stores Assistant	14.5	\$18.17	\$19.07	\$20.06	\$21.05	\$22.12
5640	Class instructor -Tap & Ballet Instructor	14.5	\$18.17	\$19.07	\$20.06	\$21.05	\$22.12
5655	Karate Instructor	14.5	\$18.17	\$19.07	\$20.06	\$21.05	\$22.12
5665	Performing Arts Coordinator	14.5	\$18.17	\$19.07	\$20.06	\$21.05	\$22.12
1326	Bus Operator I	14	\$17.70	\$18.60	\$19.56	\$20.56	\$21.58
5520	Camp Counselor, Senior	14	\$17.70	\$18.60	\$19.56	\$20.56	\$21.58
3620	Custodian - Part-Time	14	\$17.70	\$18.60	\$19.56	\$20.56	\$21.58
5680	Day Camp Program Specialist	14	\$17.70	\$18.60	\$19.56	\$20.56	\$21.58
5720	Park Maintenance Trainee	14	\$17.70	\$18.60	\$19.56	\$20.56	\$21.58
3215	Planning Intern	14	\$17.70	\$18.60	\$19.56	\$20.56	\$21.58





RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PERSONNEL DESCRIPTION FOR THE RECLASSIFIED POSITION AGREED TO BETWEEN THE CITY OF COMMERCE AND THE CITY OF COMMERCE EMPLOYEES' ASSOCIATION IN THE 2013-2015 MEMORANDUM OF UNDERSTANDING FOR THE PART-TIME EMPLOYEES

WHEREAS, during negotiations between the City of Commerce (the "City") and the City of Commerce Employee Association (the "Association") for the 2013-2015 Memorandum of Understanding, the Association proposed to reclassify the following position within the City; and

WHEREAS, the City and Association agreed in the 2013-2015 Memorandum of Understanding that the following position will be reclassified:

<u>Previous Title</u>	<u>Proposed Title</u>
Transportation Service Worker	Transportation Parts Assistant

WHEREAS, the City needs to adopt the employee job description for the reclassified position.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

Section 1. The reclassification set forth above is hereby approved. The job description for the reclassified position, which is attached collectively hereto as Exhibit "A" is also approved.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk







**TRANSPORTATION PARTS ASSISTANT**

Department: **Transportation**  
Revised Date:

Class Code: **1331**  
FLSA Status: **Non-Exempt**

**GENERAL PURPOSE:** Under general supervision, oversee inventory control of the Parts Room; and receive, stock, track, purchase and issue parts and supplies for the Transportation Department.

**PRIMARY DUTIES AND RESPONSIBILITIES:**

*The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Receive, stock, and issue spare and replacement parts, equipment, and expendable items used in repair or maintenance shop.
- Performs inventory of parts and equipment and maintains inventory records.
- Use City vehicles to pick up incoming stock or to pick up and deliver parts.
- Enter all requisitions and purchase orders for parts, supplies and equipment in City's financial management system on behalf of the Transportation Department.
- Process all invoices for payments on behalf of the Transportation Department.
- Maintain records showing current information on purchases completed; status of purchases, and sources of supply.
- Works closely with the Finance Department to insure proper accounting and reporting.
- Consult with appropriate vendors; receive and analyze quotations for correct pricing and/or specifications.
- Issue parts, supplies, and equipment to staff as requested; post parts information from shop work orders.
- Maintains shop, yard, and equipment in clean and orderly condition.
- Recognizes, avoids, and reports unsafe acts, conditions, accidents and injuries.
- Maintain compliant inspections of assigned hazmat sections.
- Maintain inspection records of eye wash and first aid stations.

**MINIMUM QUALIFICATIONS:**

**Education and Experience:**

- High School Diploma or GED equivalent.
- Two years of prior purchasing or warehouse experience.

**Required Licenses or Certifications:**

- Maintain a valid California Driver's License; commercial driver's license is preferred.
- Maintain a valid forklift certification for loading and unloading of parts/equipment.

## **JOB DESCRIPTION**

### **Transportation Parts Assistant**

#### **Required Knowledge of:**

- City policies and procedures, and safety rules and regulations.

#### **Required Skill in:**

- A Parts Assistant should have good math, computer and communication skills to work in a Parts Room. The person in this role must have good attention to detail attributes when working with inventory.

#### **Physical Demands / Work Environment:**

- Work is performed in City repair and maintenance facilities; moderate physical demands; strength sufficient to lift and move items weighing up to fifty (50) pounds; may be exposed to safety hazards and dangerous tools and equipment.
- Incumbents may be required to work overtime, and evening, weekend, and holiday shifts.



# AGENDA REPORT

MEETING DATE: July 8, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR FULL-TIME UNREPRESENTED MANAGEMENT EMPLOYEES

**RECOMMENDATION:**

Approve and adopt the following:

1. Approve and adopt the Resolution and assign the number next in order. The Resolution approves the following:

a. Effective July 1, 2013, increase salary ranges for Unrepresented Management Employees by 5.8% (3.5% restoration of conceded 2009-10 salary increase and 2.3% salary increase to offset retirement contribution).

b. Effective July 1, 2013, Unrepresented Management employees will contribute 2.3% of the member's retirement contribution via payroll deduction on a pre-tax basis.

c. Language changes to Health Plan Benefits and Longevity Stipend.

d. The revised Unrepresented Management Salary Schedule.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The City's financial position has stabilized after going through an extended recession. Though the City still faces economic challenges, staff recommends restoring the 3.5% salary increase that Unrepresented Managers gave up several years ago. In addition, with the recent adoption of California's Public Employees Pension Reform Act (PEPRA), it is recommended that Unrepresented Managers begin to contribute to the employee share of their retirement cost, which is consistent with the intent of this law.

**ANALYSIS:**

**Wages:**

Effective July 1, 2013 – 5.8% salary increase. This amount includes 3.5% restoration amount that was previously approved by the City in 2009 and that the management employees had agreed could be withheld for the last several years in order to help the City through difficult economic times. The amount is also offset by the 2.3% contribution (see below) by the management employees to their share of the CALPERS retirement cost.

**Retirement:**

Effective July 1, 2013, employees to contribute 2.3% of the member's contribution via payroll deduction on a pre-tax basis.

**Medical:**

Amend existing benefit language for Health Insurance as follows: Effective January 1, 2014 to December 31, 2014, the City's contribution to the Cafeteria Plan (Premium Only Plan) shall be the 2014 premium rates for "Other Southern California" as published by CALPERS for the designated health insurance plans. In no event shall the City's contribution under the City's Cafeteria plan exceed the "2014 Other Southern California" rates for each of the eligible benefit categories (i.e. single, 2party, Family) established in the 2014 "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution. Effective January 1, 2015 to December 31, 2015, the City's contribution to the Cafeteria Plan (Premium Only Plan) shall be the 2015 premium rates for "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution as published by CalPERS for the designated health insurance plans. In no event shall the City's contribution under the City's Cafeteria plan exceed the "2015 Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution for each of the eligible benefit categories (i.e. single, 2party, Family) established in the 2015 "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution.

**Longevity Stipend for Employees Hired Prior to July 1, 2011:**

Amend current language regarding Longevity Stipend for Employees hired prior to July 1, 2011 as follows: From the effective date of this resolution to December 31, 2014, in no event shall the City's total longevity stipend payment exceed \$1,674.22 for employees who retire after December 31, 2011. Effective January 1, 2015, the maximum City total longevity stipend payment shall not exceed the premium rate for the "Other Southern California Region" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution for each eligible category (single, Plus One, Family) of the Blue Shield Access + Plan that is in effect on January 1, 2015.

**Longevity Stipend for Employees Hired on/after July 1, 2011:**

Amend current language regarding Longevity Stipend for Employees hired on/after July 1, 2011 as follows: Employees hired by the City on or after July 1, 2011 and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. Employees who meet the criteria described below shall be eligible to receive a longevity stipend upon retirement from the City's employment. The longevity stipend payment shall be deposited on a monthly basis into the retiree's Healthcare Reimbursement Plan (Retiree HRA Plan). From the effective date of this Agreement to December 31, 2014, the longevity stipend shall not exceed the amounts described below, which shall include the PEMHCA minimum contribution and shall be based on the cost of coverage for retiree plus spouse coverage under the medical plans sponsored by PEMHCA. The stipend shall be based on the tier of coverage (i.e. single or two-party) and actual plan cost. Effective January 1, 2015, the maximum City total longevity stipend payment (for the 15 years and above of full-time City Service) shall not exceed the premium rate for the "Other Southern California Region" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution for each eligible category (single, Plus One) of the Blue Shield Access + Plan that is in effect on January 1, 2015.

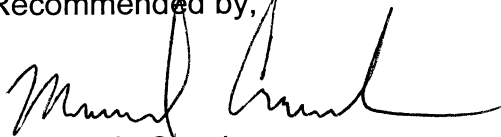
Resolution Establishing Compensation and Related Benefits for Unrepresented Managers  
July 8, 2013

**FISCAL IMPACT:**

The fiscal impact to the adoption of this resolution is estimated to cost \$58,100 for FY 2013-14. The following is a breakdown of the estimated cost:

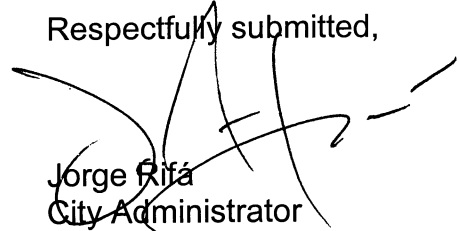
- 3.5% Salary Adjustment \$58,100
- 2.3% Salary Adjustment \$38,180 (this adjustment will be offset by an equal amount by the employee contributing towards their retirement)

Recommended by,



Michael A. Casalou  
Director of Human Resources

Respectfully submitted,



Jorge Rifa  
City Administrator

Budget Impact Reviewed by:

Vilko Domic  
Director of Finance

Approved as to Form:



Eduardo Olivo  
City Attorney

Attachment:

Revised 2013-14 Salary Schedule



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR FULL-TIME  
UNREPRESENTED MANAGEMENT EMPLOYEES

WHEREAS, the City of Commerce and the full-time unrepresented management employees, including the City Clerk and City Administrator, have concluded dialogue regarding salary and benefits for fiscal year 2013-2014; and

WHEREAS, the City Council has decided to provide the unrepresented management employees with a salary adjustment that will result in a 3.5% increase in their salaries that was previously approved by the City in 2009 and that the management employees had agreed could be withheld for the last several years in order to help the City through difficult economic times; and

WHEREAS, the City Council has also agreed that, like the "classic" full time employees, the unrepresented management employees should begin contribution to their share of the CALPERS retirement cost; and

WHEREAS, the City Council has also revisions to the Health Benefits Plan and Longevity Stipend.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

Section 1. Effective July 1, 2013, the salary schedule for full-time non represented management employees shall be increased by 5.8%; this amount includes the 3.5% salary increase that was approved in 2009, but that has since been withheld with the consent of the management employees. This amount shall be offset by a 2.3% contribution by the employees to their retirement as provided for in Section 2 herein.

Section 2. Effective July 1, 2013, full-time non represented management employees shall contribute 2.3% of the member's contribution via payroll deduction on a pre-tax basis.

Section 3. Effective July 1, 2013, existing Health Insurance language for full-time non represented management employees shall be amended as follows:

Effective January 1, 2014 to December 31, 2014, the City's contribution to the Cafeteria Plan (Premium Only Plan) shall be the 2014 premium rates for "Other Southern California" as published by CAIPERS for the designated health insurance plans. In no event shall the City's contribution under the City's Cafeteria plan exceed the "2014 Other Southern California" rates for each of the eligible benefit categories (i.e. single, 2party, Family) established in the 2014 "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution. Effective January 1, 2015 to December 31, 2015, the City's contribution to the Cafeteria Plan (Premium Only Plan) shall be the 2015 premium rates for "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution as published by CalPERS for the designated health insurance plans. In no event shall the City's contribution under the City's Cafeteria plan exceed the "2015 Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution for each of the eligible benefit categories (i.e. single, 2party, Family) established in the 2015 "Other Southern California" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution.

Section 4. Effective July 1, 2013, existing Longevity Stipend language for full-time non represented management employees hired prior to July 1, 2011, shall be amended as follows:

From the effective date of this resolution to December 31, 2014, in no event shall the City's total longevity stipend payment exceed \$1,674.22 for employees who retire after December 31, 2011. Effective January 1, 2015, the maximum City total longevity stipend payment shall not exceed the premium rate for the "Other Southern California Region" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution for each eligible category (single, Plus One, Family) of the Blue Shield Access + Plan that is in effect on January 1, 2015.

Section 5. Effective July 1, 2013, existing Longevity Stipend language for full-time non represented management employees hired on/after July 1, 2011 shall be amended as follows:

Employees hired by the City on or after July 1, 2011 and who meet the eligibility requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. Employees who meet the criteria described below shall be eligible to receive a longevity stipend upon retirement from the City's employment. The longevity stipend payment shall be deposited on a monthly basis into the retiree's Healthcare Reimbursement Plan (Retiree HRA Plan). From the effective date of this Agreement to December 31, 2014, the longevity stipend shall not exceed the amounts described below, which shall include the PEMHCA minimum contribution and shall be based on the cost of coverage for retiree plus spouse coverage under the medical plans sponsored by PEMHCA. The stipend shall be based on the tier of coverage (i.e. single or two-party) and actual plan cost. Effective January 1, 2015, the maximum City total longevity stipend payment (for the 15 years and above of full-time City Service) shall not exceed the premium rate for the "Other Southern California Region" Blue Shield Access+ health rates which shall include the PEMCHA minimum contribution for each eligible category (single, Plus One) of the Blue Shield Access + Plan that is in effect on January 1, 2015.

Section 6. This Resolution shall take full force and effect immediately upon adoption by the City Council.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013, at Commerce, California.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk



**Table 1 - Schematic of Occupational Job Classes - Effective July 1, 2013**

Class Code	Occupational Job Families and Job Classes	PAY SCHED	Step 1	Step 2	Step 3	Step 4	Step 5	Annual
FLSA designations cannot be assigned to a class. An employer must show that each employee meets every requirement of the claimed exemption. The FLSA designations listed below are for general administration guidelines only.								
1005	City Administrator / Executive Director CDC	CA52	\$181,121.14				\$204,202.46	
3005	Community Development Director	40	\$11,021.19	\$11,577.69	\$12,165.94	\$12,780.64	\$13,428.14	\$161,137.63
2005	Finance Director & City Treasurer	40	\$11,021.19	\$11,577.69	\$12,165.94	\$12,780.64	\$13,428.14	
5005	Parks & Recreation Director	40	\$11,021.19	\$11,577.69	\$12,165.94	\$12,780.64	\$13,428.14	
1505	Director of Library Services	39	\$10,481.61	\$11,014.84	\$11,573.46	\$12,162.77	\$12,780.64	\$153,367.68
1205	Human Resources Director	38	\$9,979.06	\$10,484.78	\$11,016.95	\$11,575.58	\$12,162.77	\$145,953.22
4005	Safety & Community Services Director	38	\$9,979.06	\$10,484.78	\$11,016.95	\$11,575.58	\$12,162.77	
1305	Transportation Director	38	\$9,979.06	\$10,484.78	\$11,016.95	\$11,575.58	\$12,162.77	
2010	Finance Assistant Director	36	\$9,040.61	\$9,499.78	\$9,979.06	\$10,484.78	\$11,016.95	\$132,203.45
5010	Parks & Recreation Assistant Director	36	\$9,040.61	\$9,499.78	\$9,979.06	\$10,484.78	\$11,016.95	
3015	Assistant Director of Public Services	35	\$8,610.00	\$9,044.84	\$9,502.96	\$9,981.17	\$10,484.78	\$125,817.36
3010	Community Development Assistant Director	35	\$8,610.00	\$9,044.84	\$9,502.96	\$9,981.17	\$10,484.78	
1015	City Clerk	34	\$8,198.44	\$8,612.12	\$9,045.90	\$9,502.96	\$9,981.17	\$119,774.06
4010	Safety & Community Services Assistant Director	34	\$8,198.44	\$8,612.12	\$9,045.90	\$9,502.96	\$9,981.17	
1310	Transportation Assistant Director	34	\$8,198.44	\$8,612.12	\$9,045.90	\$9,502.96	\$9,981.17	





# AGENDA REPORT

MEETING DATE: JULY 8, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING EMPLOYER PAID MEMBER CONTRIBUTIONS FOR UNREPRESENTED MANAGEMENT EMPLOYEES AND FULL-TIME EMPLOYEES REPRESENTED BY THE CITY OF COMMERCE EMPLOYEES ASSOCIATION

**RECOMMENDATION:**

Approve and adopt the Resolution, and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The California Public Employees' Retirement System (CALPERS) is requiring a procedural amendment of the City's existing resolution establishing Employer Paid Member Contributions (EPMC) to reflect that employees will now be paying a percentage of the employee share. The City currently pays the entire employee portion of the retirement cost (7%) on behalf of all "Classic" (members of the retirement system prior to January 1, 2013) miscellaneous employees eligible for retirement benefits. Pursuant to the Memorandum of Understanding (the "MOU") agreed to between the City and the full-time employees represented by the City of Commerce Employees Association ("Association") for FY 2013-2015, the City will continue to pay this amount until June 30, 2013. Effective July 1, 2013, full-time ("Classic") employees will contribute 2.3% towards their CalPERS retirement pension. Pursuant to PEPR, the "New Members" pension contribution rate will be at least 50% of the total normal cost rate for the defined benefit plan or "the current contribution rate of similarly situated employees, whichever is greater."

**ANALYSIS:**

Under the Public Employers' Pension Reform Act of 2013 (PEPRA), new members to the retirement system must pay 50% of the normal cost of the retirement as identified by CALPERS. Effective July 1, 2013, the City's "Classic" members will now pay a portion (2.3%) of the employee share of the retirement cost. The City and the City's unrepresented management employees have also agreed to pay a portion of their retirement cost. The intent of PEPRA was to eventually have all employees pay the employee share of their retirement costs. The agreements reached between the City with the full-time employees and the unrepresented management employees, reflects the City's efforts in reaching that goal.

**FISCAL IMPACT:**

This change can be implemented without additional impact on the current operating budget. Current EPMC provisions have been funded in the current budget.


Recommended and prepared by:

  
Michael A Casalou  
Director of Human Resources


Respectfully submitted,

  
Jorge Rifá  
City Administrator

Fiscal Impact Reviewed by:

  
Vilko Domic  
Director of Finance/City Treasurer

Approved as to Form:

  
Eduardo Olivo  
City Attorney

**RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS**

WHEREAS, the governing body of the City of Commerce (Name of Agency) has the authority to implement Government Code Section 20691;

WHEREAS, the governing body of the City of Commerce (Name of Agency) has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Commerce (Name of Agency) of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Commerce (Name of Agency) has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of the City of Commerce Unrepresented Management Unit and Full-Time employees represented by the City of Commerce Employees Association (Membership Category OR Group or Class).
- This benefit shall consist of paying 4.7% (Percent) of the normal member contributions as EPMC.
- The effective date of this Resolution shall be 7/1/2013 (Date).

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Commerce (Name of Agency) elects to pay EPMC, as set forth above.

BY

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title of Official)

\_\_\_\_\_  
(Date adopted and approved)

