

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF MORENO VALLEY

AND

THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION

2019-2021

EFFECTIVE JULY 1, 2019

TABLE OF CONTENTS

SECTION 1: Recognition	1
SECTION 2: Term	1
SECTION 3: Salary	1
SECTION 4: Benefit Bank.....	1
SECTION 5: PERS Member Contributions.....	2
SECTION 6: Retirement Plan.....	2
SECTION 7: Annual Leave	3
SECTION 8: Holidays	4
SECTION 9: Frozen Sick Leave.....	4
SECTION 10: Leave Cash-Out	4
SECTION 11: VEBA.....	5
SECTION 12: Post-Retirement Medical Benefit	5
SECTION 13: Workplace Image	6
SECTION 14: Direct Payroll Deposit	6
SECTION 15: Bilingual Pay.....	6
SECTION 16: Safety Jackets	6
SECTION 17: Safety Shoes	7
SECTION 18: Uniforms.....	7
SECTION 19: Tuition Reimbursement	7
SECTION 20: Retirement Benefit.....	7
SECTION 21: Reopener Clause	7
SECTION 22: Parity	7
SECTION 23: Probationary Period.....	8
SECTION 24: Performance Evaluations	9
SECTION 25: Labor-Management Committee	9
SECTION 26: Management Accountability.....	9
SECTION 27: MVCEA Board Meetings.....	10
SECTION 28: MVCEA Membership Meetings.....	10
SECTION 29: MVCEA Board Member Access.....	10

SECTION 30: Bulletin Boards	10
SECTION 31: City Rights	10
SECTION 32: Sole and Entire Memorandum of Understanding	12
SECTION 33: Severability Provision	12
SECTION 34: Personnel	12
SECTION 35: Nondiscrimination	12
SECTION 36: Association Rights	12
SECTION 37: Work Stoppage	12
SECTION 38: No Lockouts	13
SECTION 39: Existing Conditions of Employment	13
SECTION 40: Scope of Bargaining Unit	13
SECTION 41: Completion of Meet and Confer Process	14
SECTION 42: Administrative Leave	14
SECTION 43: Use of City Facilities	14
SECTION 44: Overtime Compensation Comp Time Cap	14
SECTION 45: Stand-by Pay	15
SECTION 46: Call-Back	15
SECTION 47: Disability Retirement Application	15
SECTION 48: Employee Concessions	15
SECTION 49: Prior Agreements	15
SECTION 50: Ratification and Execution	15

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MORENO VALLEY AND
THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION
2019-2021**

The agreement entered into between the City of Moreno Valley and those employees designated as belonging to the "Moreno Valley City Employees Association (MVCEA)" and sets forth the full terms and conditions of employment for members of the MVCEA, subject to amendments reached by the parties in subsequent negotiations as provided for in this document.

The following is a list of provisions agreed to between the parties:

SECTION 1: Recognition

Pursuant to the provisions of Resolution No. 92-110 of the City of Moreno Valley and the Meyers-Milias-Brown Act, the City of Moreno Valley has recognized the MVCEA as the exclusive representative of all full-time non-exempt and part-time career employees of the City for the purpose of meeting its obligations under Government Code S 3500 et seq.

SECTION 2: Term

Upon approval and execution of this agreement by both parties, including ratification by the employees and approval of the City Council, this entire Memorandum of Understanding shall be effective from July 1, 2019 and continue in effect up to and including June 30, 2021. All changes affecting members' salary/benefits agreed upon during negotiations will take effect July 1, 2019, unless otherwise stated.

SECTION 3: Salary

Effective with the pay period that begins on July 13, 2019, each employee shall receive a 6% base salary increase, which is representative of all cost of living increases for the duration of this Memorandum of Understanding.

SECTION 4: Benefit Bank

All employees eligible to enroll in the City's CalPERS medical program under the California Public Employees' Medical and Hospital Care Act ("PEMCHA") and who do enroll, shall receive a contribution by the City toward the premium for the plan chosen equal to the PEMCHA minimum set annually by CalPERS.

The cafeteria benefit bank monthly contributions are:

	<i>Tier I hired before 7/1/09</i>	<i>Tier II hired on or after 7/1/09</i>	<i>Tier III/IV hired on or after 9/30/11</i>	<i>Tier V** hired on or after 7/1/17</i>
Full time non-exempt	\$1,185.75	\$1050.00	\$787.50	\$787.50
Part time non-exempt	\$ 480.66	\$ 425.00	\$318.75	\$318.75

These amounts include the PEMHCA minimum contribution.

The City will continue to provide an additional monthly contribution for employees enrolled in family medical coverage:

Tier I and Tier II benefit employees	\$340 per month
Tier III and Tier IV benefit employees	\$520 per month (effective 7/1/17)
Tier V benefit employees	\$520 per month (effective 7/1/17)
Career part-time employees	\$92 per month (effective 7/1/17)
Career full-time employees (all Tiers)	\$70 per month (effective 1/1/18)
Career part-time employees (all Tiers)	\$30 per month (effective 1/1/18)

**Tier V employees receive the same maximum benefit amounts as those provided for employees in Tier III/IV; However, enrollment in a City sponsored health plan is required to receive any City contributions. The City will not contribute any amount in excess of an employee's actual enrollment cost, if that cost is less than the City's maximum contribution. No cash back (cash or deferred compensation) if enrollment costs are less than the City's maximum contribution as defined in the Cafeteria Benefits Plan schedule.

Employees eligible for benefits are required to purchase medical coverage or provide proof of other medical coverage.

SECTION 5: PERS Member Contributions

Retirement Formula	Tier I hired before 7/1/09	Tier II hired on or after 7/1/09	Tier III hired on or after 9/30/11	Tier IV New members hired on or after 1/1/2013
2.7% @ 55	8% employee pays	8% employee pays	N/A	N/A
2% @ 55	N/A	N/A	7% employee pays	N/A
2% @ 62	N/A	N/A	N/A	Effective 7-1-2019 Employee pays 6.75%

As of July 4, 2015, all employees will pay their full member contribution of CalPERS retirement. These contributions shall be deducted from the employee's bi-weekly pay. In addition, the City will cease paying the Employer Paid Member Contribution (EPMC) for all employees.

SECTION 6: Retirement Plan

Employees hired prior to December 23, 2011, shall continue to participate in the PERS 2.7% @ 55 Benefit plan with Highest Single Year Pay Calculation. Employees hired after December 23, 2011, shall participate in the PERS 2.0% @ 55 Benefit plan with 3-year Average Pay Calculation. New PERS members hired after January 1, 2013, shall participate in the PERS 2.0% @ 62 Benefit plan with 3-year Average Pay Calculation.

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). Effective July 4, 2015 the City will no longer pay the member's

contribution of the retirement plan; therefore, all employees pay their own member contribution into the plan, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions. Current retirement benefits are available as follows:

- A. Career Full-time Employees pay for their own member contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the member's contribution.
- B. Career Part-time Employees pay for their own member contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the member's contribution.

PERS refunds may be issued ONLY if the member has permanently separated from all PERS- covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

SECTION 7: Annual Leave

The City's existing Annual Leave program shall be modified as follows:

- A. The limit of accrued Annual Leave will be 1,664 hours for employees hired prior to September 30, 2011, and 800 hours for employees hired on or after September 30, 2011. Once an employee reaches his/her respective cap, annual leave accruals will be suspended.
- B. 100% of accrued Annual Leave balances shall be paid in full at the time of separation.
- C. Career employees accrue annual leave time based on their years of service and employee group. The annual accrual rate is listed below:

All Employees (hired prior to 9/22/1992)

<i>Employee Group</i>	<u>11+ years</u>
Non-exempt	272 hours

Employees (hired prior to 9/30/2011)

<i>Employee Group</i>	<u>0-5 years</u>	<u>6-10 years</u>	<u>11+ years</u>
Non-exempt	192 hours	232 hours	256 hours

Employees (hired on or after 9/30/2011)

<i>Employee Group</i>	<u>0-5 years</u>	<u>6-10 years</u>	<u>11+ years</u>
Non-exempt	176 hours	216 hours	256 hours

Each full-time career employee is required to use a minimum of 80 hours of annual leave per calendar year.

SECTION 8: Holidays

The following days shall be observed by the City as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Birthday	Thanksgiving
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Employees will be paid Holiday Pay for all working hours scheduled to be worked on a holiday. Thus, career, Full-Time Employees will be paid ten hours on a holiday that falls on a ten hour work day, nine hours on holidays that fall on a nine hour work day, eight hours on holidays that fall on an eight hour work day.

When a holiday falls on an employee's regular day off, the employee shall be credited with the appropriate number of hours in his/her Holiday Leave Bank. Hours will be credited as described above, unless otherwise noted in this MOU.

SECTION 9: Frozen Sick Leave

At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

1. 70% PERS Service Credit with 30% Cash Out
2. 80 % PERS Service Credit with 20% Cash Out
3. 90 % PERS Service Credit with 10% Cash Out
4. 100 % PERS Service Credit with 0% Cash Out

Upon separation, employees shall be paid for 40% of Frozen Sick Leave. The remaining 60% shall be forfeited. The exception shall be those employees with sick leave balances "frozen" as of 9/22/92. For those employees, upon retirement, 40% of remaining "frozen" sick leave shall be available for use as PERS service credit while the remaining 60% shall be paid out in cash. Employees not retiring under the City's CalPERS contract shall forfeit the 40% of "frozen" sick leave.

SECTION 10: Leave Cash-Out

Effective July 1, 2019, once every fiscal year, the City's Annual Leave Sell Back Program allows employees who schedule to take off at least 40 hours of consecutive annual leave the option of "selling back" to the City up to 100 hours of annual leave, comp time earned, and/or accrued holiday. Employees can elect to take the "sell back" as cash or work through Human Resources to have the money deposited into their Deferred Compensation account. However, employees must retain a minimum of 160 hours annual leave on the books after deducting the "cash out."

SECTION 11: VEBA

The purpose of the VEBA is to provide employees with the ability to plan for future as well as current health care expenses as included under Section 213 of the Internal Revenue Code.

The City contribution toward individual VEBA accounts for employees shall be 3% of base salary effective July 11, 2020. This contribution is in lieu of an additional salary adjustment and is a component of total compensation.

Employees realize a significant benefit under this Plan as eligible contributions to a VEBA Trust and the reimbursed expenses from the VEBA Trust are tax exempt.

- A. All members of the Moreno Valley City Employees Association are eligible to participate in the employee component of the program and are given a one-time option of participating or not participating in the program. The option must be exercised within thirty (30) days of its offering and is irrevocable.
- B. Levels of contribution for the duration of the current agreement between the parties, for all participants, are as follows:

Mandatory deduction from salary: \$10.00 per pay period.

- C. In addition, participating employees' final accrued Annual Leave shall be allocated to their respective individual VEBA accounts as follows:

20% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.

- D. All employee contributions made to a VEBA account shall comply with applicable IRS Codes. If the Internal Revenue Service concludes that a portion of the VEBA Program does not qualify under the requirements of the Tax Code, or the Plan no longer qualifies, the City shall meet with the Moreno Valley City Employees Association and discuss options to bring the Plan into compliance, or discontinue the Plan.

SECTION 12: Post-Retirement Medical Benefit

Effective January 1, 2001, the City shall pay the minimum monthly contribution required under the Public Employees' Medical and Hospital Care Act ("PEMHCA") for retirees who retire from the City of Moreno Valley who qualify as "annuitants" under PEMHCA and are enrolled in the City's CalPERS medical program as a retiree. Generally, to qualify as an annuitant, the individual must have an effective retirement date within 120 days of separation of employment from the City and receive a retirement allowance from CalPERS. As required by applicable statutes or regulations, annuitants must enroll in Medicare at age 65 or as soon as they become eligible.

Employees hired on or before September 30, 2011 who retire under the CalPERS retirement system with a minimum of five full-time years of service with the City, shall also be eligible to receive a reimbursement for medical coverage which is the lesser of the cost of medical coverage for the retiree and spouse, or a maximum employer reimbursement of \$318.73 per month. Employees must provide documentation of medical coverage and receipts of payment of medical insurance premiums, as requested by the City or its third party administrator, evidencing proof of payment in order to be reimbursed for any or all of the \$318.73 per month. For retirees who are enrolled in the City's CalPERS medical plans, this amount is in addition to the City's PEHMCA minimum contribution. Retirees must have an effective retirement date within 120 days of separation of employment from the City to be eligible for this reimbursement benefit, regardless of whether they enroll in the City's CalPERS medical program. Retirees who do not meet all of the statutory and/or regulatory requirements under PEMHCA to qualify as an annuitant and do not enroll in the CalPERS medical program are not entitled to the PEMHCA minimum contribution. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit, so long as the surviving spouse continues to qualify as an annuitant and continues enrollment in the CalPERS medical program.

Employees hired after September 30, 2011 will not be provided the City paid retiree medical benefit described in the paragraphs above, but shall be eligible for the PEMHCA minimum contribution if they qualify as an annuitant and enroll in the City's CalPERS medical program as a retiree. For these employees, during employment, the City will pay \$75 per month towards active employees' Voluntary Employee Benefits Association (VEBA) account for retirement health insurance expenses.

SECTION 13: Workplace Image

The City's Image policy will permit denim pants on Friday subject to reasonable quality standards established by the Human Resources Department.

SECTION 14: Direct Payroll Deposit

Effective July 1, 2011, all new employees will be required to have direct deposit for payroll, or to apply for this service through the City's bank; if they are accepted by the City's bank, they agree to participate. If the employee is denied this service by the City's bank, the direct deposit requirement for payroll will be waived.

SECTION 15: Bilingual Pay

Effective July 1, 2017, Bilingual compensation at the rate of \$100 per month is paid for staff who occupy positions designated as ones in which second language skills are utilized. Eligible employees will be required to pass a test which shall be administered by a qualified agency.

SECTION 16: Safety Jackets

Field employees who work within street rights of way will be entitled to receive safety jackets. Jackets will be replaced as needed, but not more than one per year.

SECTION 17: Safety Shoes

The City will give all eligible employees a check for \$200 (gross) for safety shoes payable one time in September each year.

SECTION 18: Uniforms

The following terms apply to employees required by the City to wear uniforms, but where City-paid laundry service is not provided:

- A. Employees will have five serviceable uniform pants, five serviceable uniform shirts and one serviceable uniform jacket at the start of each fiscal year.
- B. Uniforms damaged during the year in the course and scope of duty shall be replaced on an as needed basis.
- C. The foregoing provisions do not apply to those positions for which only logo shirts are worn by employees.

SECTION 19: Tuition Reimbursement

Effective July 1, 2015, the maximum annual limit for the tuition reimbursement program is \$2,000 per fiscal year. The annual maximum reimbursement includes tuition, books, lab fees and parking expenses. In addition, the program covers Certificate Programs that are job related, as well as undergraduate and graduate degree programs from accredited educational institutions.

SECTION 20: Retirement Benefit

The City contracts with CalPERS for the Pre-Retirement Option 2W Death Benefit.

SECTION 21: Reopener Clause

The parties agree to reopen the MOU to discuss the City's benefit/insurance contributions once CalPERS publishes the 2020 and 2021 medical insurance premiums and to discuss state and federal health care changes as required by law (e.g. ACA/American Health Care Act).

SECTION 22: Parity

During the term of this agreement, MVCEA shall have the right to incorporate into this agreement the comparable value of any additional economic enhancements agreed upon between the City of Moreno Valley and the Moreno Valley Management Association (MVMA).

SECTION 23: Probationary Period

The Probationary Period will be 12 months for new employees hired on or after July 1, 2012.

- A. Written evaluations shall not be prepared for probationary employees during the probationary period.
- B. At least one performance related discussion shall be held by the immediate supervisor at the 6 month point, with a signed acknowledgment by the probationary employee that said discussion occurred.
- C. A written evaluation shall be prepared to coincide with completion of the probationary period.

The Probation Period for promoted employees will be 6 months.

- A. Written evaluations shall not be prepared for probationary employees during the probationary period.
- B. At least one performance related discussion shall be held by the immediate supervisor at the 3 month point, with a signed acknowledgment by the probationary employee that said discussion occurred.
- C. A written evaluation shall be prepared to coincide with completion of the probationary period.

During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Director. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional period of the same duration, at the discretion of the City Manager.

The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original probationary period. Such a decision shall not be appealable or grievable.

Probationary employees are allowed to compete for promotional opportunities while on probation. However, an employee who fails to complete his or her original probation period prior to promoting shall not have rights to be reinstated to their prior position if they fail their promotional probation period.

If an employee promotes prior to completing an initial one-year probationary period, the normal promotional probation period of six months will be extended so that the total probationary period from the date of hire shall not be less than the 12 month initial probationary period.

Example: Employee promotes after 5 months of satisfactory service. Promotional probationary period will be extended to seven months, providing a total of twelve months' probation. Probation periods may be further extended as provided for in the City's Personnel Rules and Regulations.

SECTION 24: Performance Evaluations

Meaningful performance feedback is critical to the City's success in delivery of service to Moreno Valley residents. Evaluations must recognize individual employees' distinct accomplishments and hold each employee accountable for fulfilling his/her assigned duties in a professional manner.

- A. To assist in meeting this essential management responsibility, the City will engage the services of a consultant with extensive public and private sector experience to review the City's current process and recommend a specific training regimen for all raters.
- B. Success in this area will require that Managers, at all levels, are held accountable to provide employees with ongoing verbal feedback and meaningful performance evaluations which:
 - i. Reflect unique performance levels of each rated employee;
 - ii. Represent the culmination of ongoing verbal feedback provided throughout the rating period; and
 - iii. Are reviewed and approved by Department Directors prior to being presented to rated employees (to ensure that raters are meeting the City's commitments as outlined herein).

SECTION 25: Labor-Management Committee

A Labor-Management Committee, Co-Chaired by the MVCEA President/designee and the Human Resources Director will meet on a quarterly basis to discuss topics of concern to the Association and the City. The following principles will be followed to cultivate the ongoing success of this important communication forum:

- A. Parties will exchange topics at least 2 weeks in advance of each meeting, providing sufficient preparation time for meaningful, productive discussions; and
- B. The Labor-Management Committee will not serve as a forum to raise individual grievances or resolve matters more appropriately discussed at the work unit level; and
- C. The first topic of discussion will be implementation of meaningful employee performance feedback and review.

SECTION 26: Management Accountability

Managers and supervisors will uphold performance and conduct standards for all employees. Key areas of concern include, but are not limited to: performance, attendance, and adherence to City policies.

SECTION 27: MVCEA Board Meetings

MVCEA Board Members (8) shall each receive 12 hours of release time per calendar year to attend Board meetings.

SECTION 28: MVCEA Membership Meetings

MVCEA members will be allowed one hour of release time to attend one annual meeting and one-hour release time for MOU ratification vote. Release time is limited to two hours per calendar year.

SECTION 29: MVCEA Board Member Access

Board members shall be allowed reasonable access to City telephones, e-mail, and faxes for conducting MVCEA business including representing members in grievances and disciplinary actions and communicating with MVCEA consultants and legal counsel. Reasonable access is interpreted as not to exceed on average more than two hours a week.

SECTION 30: Bulletin Boards

Space will be made available to MVCEA on specifically designated City Bulletin Boards provided such use does not interfere with the needs of the City. MVCEA's use of such bulletin boards shall be only for Association recreational, social or related news, meeting announcements, election information, newsletters, and official reports on Association business.

SECTION 31: City Rights

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the Management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services or workforce.
- D. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
- E. To determine methods of financing.

- F. To determine types of equipment or technology to be used.
- G. To determine and change the facilities, methods, technology, means, and size of the workforce by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to, the right to contract for or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause.
- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and codes of the City.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish, promulgate, and modify rules and regulations to maintain order and safety in the City which are not in contravention of this Agreement.
- S. To establish, implement, and modify department organizations, supervisory assignments, chains of command, and reporting responsibilities.
- T. To take any and all necessary action to carry out the mission of the City in emergencies.

SECTION 32: Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements on the same subject matters, contrary salary and/or personnel resolutions, and all practices, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law.

SECTION 33: Severability Provision

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction or a change in law, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

SECTION 34: Personnel

The City and MVCEA incorporate herein by reference the City of Moreno Valley Personnel Rules and Regulations. Both parties acknowledge that all obligations to meet and confer in good faith concerning these Personnel Rules have been discharged and each party waives any further meeting or conferring with respect thereto during the term of this MOU.

SECTION 35: Nondiscrimination

It is the policy of both the City and MVCEA not to unlawfully discriminate against any applicant or employee because of race, creed, color, sex, national origin, religion, physical handicap, marital status, ancestry, age, political affiliation, medical condition, membership, or non-membership in an employee organization. The City or its managers shall not unlawfully discriminate or discipline any employee for exercising any rights or benefits provided for in this agreement, the Personnel Rules, or law.

SECTION 36 Association Rights

Dues Deductions: The City shall deduct the amount of MVCEA regular and periodic dues and Association insurance premiums as may be specified by MVCEA for those employees represented by MVCEA who have executed a valid, reasonable authorization form furnished by MVCEA and signed by the employee. All Association related deductions will be calculated into one amount and transmitted to the Association in one check each pay period by the City. MVCEA agrees to hold the City harmless and indemnify the City against any and all claims, causes of action or lawsuits arising out of the deduction or transmittal of such funds to MVCEA, except the intentional failure of the City to transmit to MVCEA monies deducted from the employees' pay pursuant to this article. The City will provide MVCEA with a list of those new employees who are eligible to join the Association. The City will also provide MVCEA with a list of those employees whose dues for MVCEA membership are being deducted.

SECTION 37: Work Stoppage

MVCEA hereby agrees that during the term of this MOU, neither it nor its members, agents,

representatives, or persons acting in concert with any of them, shall incite, engage or participate in any strike, walkout, slowdown, sick-out or other work stoppage or other job action of any nature against the City whatsoever, or wheresoever located. In the event of any strike, walkout, slowdown, sick-out or other work stoppage or threat thereof against the City, MVCEA and its officers will take all reasonable steps within their control to end or avert the same.

Those represented by the MVCEA will not authorize, engage in, encourage, sanction, recognize or assist in any strike, walkout, slowdown, sick-out or other work stoppage or other job action against the City or picket in furtherance thereof, or participate in unlawful concerted interference in violation of this provision, or refuse to perform duly assigned services in violation of this provision. It is understood that any person represented by the MVCEA found in violation of this provision will be subject to discipline, up to and including termination.

SECTION 38: No Lockouts

In consideration of MVCEA's commitment as set forth herein, the City shall not lockout employees.

SECTION 39: Existing Conditions of Employment

It is agreed and understood by the parties that all existing wages, benefits and terms and conditions of employment not addressed or not specifically changed by this MOU that are within the lawful scope of the meet and confer process shall remain in full force and effect during the entire term of this MOU.

SECTION 40: Scope of the Bargaining Unit

The City of Moreno Valley and the Moreno Valley City Employees Association agree that the bargaining unit represented by the Moreno Valley City Employees Association is defined as:

All regular full-time and career part-time non-exempt and non-sworn employees of the City. This definition specifically excludes all elected officials and commissioners, as well as all management, supervisory employees.

The parties agree that the City may designate certain non-exempt employees as "confidential" and that employees meeting the definition of "professional" in job classifications requiring certain licensing and/or state certifications such as teachers, nurses, doctors and certified engineers may request recognition of a bargaining unit made up of professional employees exclusively.

A Confidential Employee is an administrative support employee who works directly for a Department Director, the Assistant City Manager, the City Manager, the City Attorney, or in the Human Resources Department. Confidential employees are prohibited from being part of the MVCEA negotiating team or from representing other employees on matters within the scope of representation pursuant to the Meyers-Milias-Brown Act. There are no

other limitations on these Confidential Employees' rights to be members of and hold office in MVCEA in compliance with Section 3507.5 of the Government Code (Meyers-Milias-Brown Act).

SECTION 41: Completion of Meet and Confer Process

Each party hereto agrees that it has had a full and unrestricted right to make, advance, and discuss all matters within the scope of representation in accordance with state laws and city rules and regulations. Except as otherwise provided herein during the term of this MOU, the parties expressly waive and relinquish the right to meet and confer except by their mutual consent with respect to any desired changes in conditions of employment, whether referred to or covered by the MOU or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City and MVCEA at the time they met and conferred or executed the MOU, and even though subjects or matters were proposed and later withdrawn. The express provisions of this Memorandum of Understanding constitute the only limitations upon the City's rights to determine, implement, change, supplement, modify or discontinue in whole or in part any term or condition of employment the City deems fit and appropriate. The City shall comply with all Federal and State laws relating to employee rights, opportunities and benefits.

SECTION 42: Administrative Leave

Effective with start of the first pay period following July 1, 2013, City Council authorized the City Manager to grant up to 2 hours of administrative Leave per employee per pay period to recognize extraordinary service.

SECTION 43: Use of City Facilities

MVCEA may distribute pamphlets, brochures and membership sign up forms on City property during non-working hours of the employees in the bargaining unit. MVCEA may, with the approval of the Human Resources Director or designee, hold meetings of their members with directors or representatives on City property during non-working hours provided:

- A. Requests are made to the Human Resources Director or designee as to the specific location and dates of meetings prior to such meetings.
- B. Requests shall state the general purpose of the meeting and proposed facility to be used.
- C. The requested location is available.

SECTION 44: Overtime Compensation Comp Time Cap

Non-exempt and part time employees may accrue compensatory time to a maximum cap of 180 hours.

SECTION 45: Stand-By Pay

Effective July 4, 2015 all unit employees, including animal control officers (ACO), assigned to Stand-By will be compensated at the same level. Stand-By pay is \$27.50 per day.

SECTION 46: Call-Back

Effective July 1, 2017, in the event an employee is called back to work during normal off-duty hours, a minimum of two (2) hours credit will be given for each call-back. Actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. Call-back shall be defined as hours to return to work after having left work.

SECTION 47: Disability Retirement Application

The parties agree that the City may initiate a CalPERS Disability retirement application on an employee after an employee has been off work due to a disability for twelve months and they have not yet returned to work.

SECTION 48: Employee Concessions

During the term of this agreement there shall be no other concessions by employees, reductions in City paid benefits or reductions to existing retirement contributions to the extent permitted by law

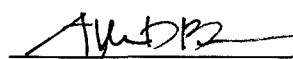
SECTION 49: Prior Agreements

The terms, conditions and provisions of prior Agreements shall remain in effect unless modified by this Agreement, or via the provisions contained herein pertaining to re-openers and/or the Comprehensive MOU document.

SECTION 50: Ratification and Execution

The City and MVCEA acknowledge that this Memorandum of Understanding shall not be in full force and effective until ratified by the bargaining unit and signed by the Mayor and City Manager of the City of Moreno Valley. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this _____ day of April, 2019.

For City:



Allen Brock, Assistant City Manager



Kathleen M. Sanchez, Director
Human Resources


For MVCEA:




Anthony Macias, President



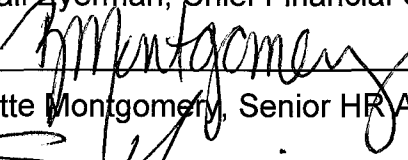
Kandace West, Vice-President



Marshall Eyerman, Chief Financial Officer



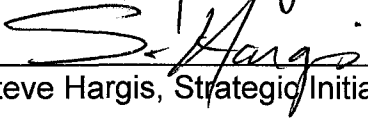
Bob Lorch, ~~Treasurer~~ Secretary



Bridgette Montgomery, Senior HR Analyst



Mary LaPlante, CEA Representative



Steve Hargis, Strategic Initiatives Manager