

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MORENO VALLEY

and

**MORENO VALLEY CITY EMPLOYEES
ASSOCIATION**

(General Unit)

July 1, 2023 to June 30, 2025

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 MEMORANDUM OF UNDERSTANDING	1
1.1 Parties to Memorandum of Understanding	1
1.2 Governing Statute	1
1.3 Term	1
ARTICLE 2 RECOGNITION AND DESCRIPTION OF BARGAINING UNIT	1
2.1 Recognition	1
2.2 Description of Bargaining Unit	2
ARTICLE 3 GENERAL TERMS	2
3.1 Purpose	2
3.2 Sole and Entire Understanding	2
3.3 Existing Conditions of Employment	2
3.4 Severability	3
3.5 Completion of the Meet and Confer Process	3
3.6 External Law	3
3.7 Personnel Rules and Regulations	3
3.8 Reopener Clause	3
3.9 Parity	4
3.10 Labor-Management Committee	4
3.11 Employee Concessions	4
ARTICLE 4 NON-DISCRIMINATION	4
4.1 Nondiscrimination	4
4.2 Protection of Rights	5
4.3 Equal Protection of Rights	5
4.4 Discrimination and Anti-Harassment Policy	5
ARTICLE 5 EMPLOYEE ORGANIZATIONAL RIGHTS	5
5.1 Membership	5
5.2 Dues Deductions	5
5.3 New Employee Orientations	6
5.4 Representational Information / Demographic Reports	6
5.5 Representational Time-Off	6
5.6 Workplace Access	7
5.7 Bulletin Boards	8
5.8 Investigations	8
ARTICLE 6 CITY RIGHTS	8

6.1	Management Rights	8
ARTICLE 7	PEACEFUL PERFORMANCE OF CITY SERVICES	10
7.1	Work Stoppage.....	10
7.2	No Lockouts.....	10
ARTICLE 8	GENERAL EMPLOYMENT MATTERS	10
8.1	Hours of Work	10
8.2	Meals and Break Periods.....	10
8.3	Nursing Mothers	11
8.4	Timekeeping	11
8.5	Attendance	11
8.6	Management Accountability	11
8.7	Workplace Image	11
8.8	Direct Payroll Deposit.....	11
8.9	Probationary Period	11
8.10	Employee Performance Evaluation.....	12
ARTICLE 9	SALARIES AND COMPENSATION.....	13
9.1	Salaries	13
9.2	Longevity Pay	13
9.3	Overtime	14
9.4	Standby Pay.....	14
9.5	Call-Back	14
9.6	Bilingual Pay.....	14
9.7	Safety Jackets.....	14
9.8	Safety Shoes.....	14
9.9	Uniforms	15
9.10	Tuition Reimbursement	15
9.11	Educational Achievement Pay	15
9.12	Cell Phones	16
ARTICLE 10	MEDICAL & RETIREMENT BENEFITS	16
10.1	Benefit Bank	16
10.2	Flexible Spending Account/Dependent Care.....	17
10.3	Life Insurance	17
10.4	Disability Insurance	17
10.5	Employee Assistance Program (EAP)	17
10.6	Employee Wellness Program.....	17
10.7	Retirement Plan.....	17
10.8	PERS Member Contributions	18
10.9	Retirement Benefit	19
10.10	Post-Retirement Medical Benefit.....	19
10.11	Health Retirement Account (HRA)	20

10.12	Disability Retirement Application	20
10.13	Deferred Compensation	20
ARTICLE 11 LEAVE BENEFITS.....		20
11.1	Annual Leave	20
11.2	Holidays	21
11.3	Floating Holidays.....	22
11.4	Administrative Leave.....	22
11.5	Frozen Sick Leave.....	22
11.6	Leave Cash-Out	23
11.7	Bereavement Leave.....	23
11.8	Family and Medical Leave.....	23
11.9	Pregnancy Disability Leave	23
11.10	Jury Duty and Witness Leave	23
11.11	Military Leave.....	23
11.12	Leave of Absence Without Pay.....	24
ARTICLE 12 CHANGES TO POSITIONS.....		24
12.1	Promotions	24
12.2	Transfers	24
12.3	Reclassification of City’s Personnel Rules & Regulations.....	24
12.4	Demotions	24
12.5	Lay-Offs	24
ARTICLE 13 DISCIPLINARY ACTION.....		24
13.1	Policy on Discipline	24
ARTICLE 14 GRIEVANCE PROCEDURE.....		24
ARTICLE 15 RATIFICATION AND IMPLEMENTATION		24
15.1	Ratification and Implementation.....	24

ARTICLE 1

MEMORANDUM OF UNDERSTANDING

1.1 Parties to Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Moreno Valley, a Municipal Corporation (“City”), and the Moreno Valley City Employees’ Association (“Association” or “MVCEA”). This MOU sets forth the full terms and conditions of employment for members of the Association, subject to amendments agreed to by the parties in subsequent negotiations as provided for in this document. The following is a list of provisions agreed to between the parties.

1.2 Governing Statute

This MOU is entered into pursuant to the Meyers-Milias-Brown Act (“MMBA”) and Government Code Section 3500 *et seq.*

1.3 Term

This MOU shall be effective from July 1, 2023 and continue in effect up to and including June 30, 2025.

ARTICLE 2

RECOGNITION AND DESCRIPTION OF BARGAINING UNIT

2.1 Recognition

The City recognizes the Association as the exclusive representative of the General Unit (“Unit”) in accordance with Resolution No. 92-110 of the City and MMBA. The General Unit includes 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, the City Clerk, City Council 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).

2.2 Description of Bargaining Unit

The description of the Unit is contained in Appendix A attached to this MOU and incorporated herein by reference.

ARTICLE 3

GENERAL TERMS

3.1 Purpose

It is the purpose of this MOU to promote and provide for a harmonious relation, cooperation, and understanding between the City and the employees covered herein, to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU, and to set forth the understanding and agreement of the parties reached as a result of good faith negotiations.

3.2 Sole and Entire 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 and shall govern the entire relationship between the parties as provide for under this MOU.

3.3 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.

3.4 Severability

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.

3.5 Completion of the 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. Nothing herein is intended to limit or restrict the parties from making changes to this MOU during the term of the agreement subject to mutual agreement of the parties.

3.6 External Law

The City shall comply with all Federal and State laws relating to employee rights, opportunities and benefits. This MOU is not intended to conflict with federal or state law.

3.7 Personnel Rules & Regulations

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. Nothing herein is intended to limit or restrict the parties from making changes to the Personnel Rules & Regulations during the term of the agreement subject to mutual agreement of the parties.

3.8 Reopener Clause

The parties agree that no reopeners shall occur through the term of this MOU. Nothing

herein is intended to limit or restrict the parties from making changes to this MOU during the term of the agreement subject to mutual agreement of the parties.

3.9 Parity

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

3.10 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.

3.11 Employee Concessions

During the term of this MOU, 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.

ARTICLE 4

NON-DISCRIMINATION

4.1 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 and Regulations, or law.

4.2 Protection of Rights

The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Association, and to have the Association represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing himself/herself individually or appearing on his/her own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.

4.3 Equal Protection of Rights

Please refer to Personnel Rules and Regulations Section 1.80 Equal Employment Policy

4.4 Discrimination and Anti-Harassment Policy

Please refer to Personnel Rules and Regulations Section 1.85 Discrimination, Harassment and Anti-Bullying Policy

ARTICLE 5

EMPLOYEE ORGANIZATIONAL RIGHTS

5.1 Membership

All employees in the bargaining unit shall either join the Association as a full dues paying member or be a non-member and pay no dues. The amounts of full Association dues shall be determined and collected by Association in accordance with law. Unit members on an authorized leave of absence shall remain members of the Unit during such leave of absence.

5.2 Dues Deductions

The City shall deduct the amount of MVCEA regular and periodic dues 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 employees who had dues deducted each pay period. The Association shall then inform the City to stop dues deduction starting with the beginning of the next pay period. In accordance with SB 866, Gov't Code §3550-3553, the City shall not deter or discourage employees or applicants from becoming or remaining members of the Association, or from authorizing representation by the Association, or from authorizing dues or fee deductions to the Association.

5.3 New Employee Orientations

In accordance with AB 119, Gov't Code §3555 3559, the City shall provide written notice to Association Representatives when a new employee is hired or promoted into the bargaining unit and provide reasonable release time for an Association Representative to meet with the new employee for the purpose of discussing membership in the Association. This new employee orientation should take place as promptly as possible on or after the first day of employment.

The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of his/her employment.

5.4 Representational Information / Demographic Reports

In accordance with AB 119, Gov't Code §3555 3559, the City shall provide to Association Representatives the name, hire date, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide to Association Representatives with a list of that information for all employees in the bargaining unit at least every 120 days. The City shall provide the information identified herein regardless of whether the newly hired employee was previously employed by the City. Pursuant to Gov. Code 6254.3(c), an employee may request that the City refrain from disclosing the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date to the Association upon written request to Human Resources.

5.5 Representational Time-Off

MVCEA Board Members (8) shall each receive 12 hours of release time per calendar year to attend Board meetings without loss of compensation or other benefits.

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. Membership release time is without loss of compensation or other benefits.

Pursuant to relevant Government Code Sections, the City shall allow a reasonable number of Association employee representatives without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code; or as may be required to represent members pursuant to the Discipline or Grievance Procedure; or as may be needed to participate in labor management committee meetings with the City; or as may be needed to attend new employee orientations under this Article. This time shall be scheduled in advance and the City shall notify the employee's supervisor that the employee needs to be released from work.

5.6 Workplace Access

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; and (C) The requested location is available.

Board members shall be allowed reasonable access to City telephones, e-mail, and other equipment 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.

Association representatives will be granted reasonable access to City facilities and employees for purposes of investigation of grievances and official Association business, provided Association representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with normal operation of the department. In case of an emergency, the twenty-four (24) hour advance notice will not be required, provided the Association representative provides advance notice to the supervisor in charge as soon as reasonably possible.

5.7 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.

5.8 Investigations

Per the Personnel Rules and Regulations Section 9.6 Employee Representation, a represented employee is entitled to the presence of an Association representative during an investigative interview conducted by the manager whenever the employee reasonably believes that the interview might lead to or result in disciplinary action affecting any property right (i.e., suspension, pay reduction, demotion, or dismissal). The employee must request the representation. The employee and representative must be allowed a reasonable period of time to confer in advance of the interview.

ARTICLE 6

CITY RIGHTS

6.1 Management 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.

ARTICLE 7

PEACEFUL PERFORMANCE OF CITY SERVICES

7.1 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.

7.2 No Lockouts

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

ARTICLE 8

GENERAL EMPLOYMENT MATTERS

8.1 Hours of Work

Please refer to Personnel Rules and Regulations Section 6: Attendance and Hours of Work.

The City will implement a variable 4/10 work schedule, which will be managed by each department head. Once implemented, the 4/10 schedule must stay consistent. The City will not be closed on any given day between Monday through Friday unless it is a designated holiday. If employee decides to stay on a 9/80 schedule, that will be permitted. If an employee decides to go to a 4/10 schedule at a later date, that change will only be available on a calendar year basis.

8.2 Meals and Break Periods

Please refer to Personnel Rules and Regulations Section 6.3 Lunch and Break Policy.

8.3 Nursing Mothers

Please refer to Administrative Procedure 5.16 Lactation Accommodation.

8.4 Timekeeping

Please refer to Personnel Rules and Regulations Section 6.2 Time Records.

8.5 Attendance

Please refer to Personnel Rules and Regulations Section 6: Attendance and Hours of Work.

8.6 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.

8.7 Workplace Image

Please refer to Administrative Procedure 5.11 Workplace Image.

The City's Image Administrative Procedure will permit denim pants subject to reasonable quality standards established by the City Manager's Office.

8.8 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.

8.9 Probationary Period

The Probationary Period will be 12 months for new employees hired on or after July 1, 2012. Written evaluations shall not be prepared for probationary employees during the probationary period. 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. A written evaluation shall be prepared to coincide with completion of the probationary period.

The Probation Period for promoted employees will be 6 months. Written evaluations shall not be prepared for probationary employees during the probationary period. 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. 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.

Additional information, please refer to Personnel Rules and Regulations Section 4.75 Probationary Period.

8.10 Employee Performance Evaluation

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. 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. 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).

Additional information, please refer to Personnel Rules and Regulations Section 5.10 Employee Performance Evaluation.

ARTICLE 9

SALARIES AND COMPENSATION

9.1 Salaries

Effective with the first full pay period that begins after July 1, 2023, each employee shall receive 8% base salary increase and effective with the first full pay period that begins after July 1, 2024, each employee shall receive 6% base salary increase. The 14% base salary increase is representative of all cost of living increases for the duration of this Memorandum of Understanding.

9.2 Longevity Pay

Supplemental pay based on service

To be provided on a per pay period basis. Payable effective first full pay period of the FY 23/24 (July).

The City shall provide premium pay each pay period based on years of service as follows:

1% beginning at 5 years of service through 9 years of service

2% beginning at 10 years of service through 14 years of service

3% beginning at 15 years of service through 19 years of service

4% beginning at 20 years of service

9.3 Overtime

Please refer to Personnel Rules and Regulations Section 6.06 Overtime Compensation

9.4 Standby Pay

Please refer to Personnel Rules and Regulations Section 15.05 Standby.

All unit employees, including animal control officers (ACO), assigned to Stand-By will be compensated at the same level. Stand-By pay is \$35 per day.

9.5 Call-Back

Please refer to Personnel Rules and Regulations Section 15.10 Call-Back

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.

9.6 Bilingual Pay

Please refer to Personnel Rules and Regulations Section 15.15 Bilingual Pay

Bilingual compensation at the rate of \$150 per month is paid for staff who occupy positions designated as ones in which second language skills are utilized. An extra \$50 per month shall be added to the spoken pay for a total of \$200 per month for both spoken and written. Eligible employees are required to pass a test which shall be administered by a qualified agency. For written bilingual pay, the employee must join the translation pool to translate press releases, notices, etc.

9.7 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. Safety jackets shall be weather appropriate and safety reflective striping or lettering for those who work outside and/or at night (not just a pull over jacket or a zip-up hooded sweatshirt).

9.8 Safety Shoes

The City will give all eligible employees \$400 (gross) for safety shoes payable twice each

year - \$200 in September, and \$200 in March. To be eligible, an employee must be required to wear safety boots as a regular part of the employee's daily duties as determined by the City's Human Resources Manager and employee's Department Director.

Current classifications, which may be amended to include new/additional future positions, approved for boot allowance is contained in Appendix B attached to this MOU and incorporated herein by reference.

9.9 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.

9.10 Tuition Reimbursement

The maximum annual limit for the tuition reimbursement program is \$5,000 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. Employee will be required to remain in employment with the City for three (3) years following the first pay period in which reimbursement is paid. If an employee voluntarily separates employment within the three (3) years, he or she will be required to pay back 100% in the first (1) year, 67% in the second (2) year and 34% in the third (3) year. Does not apply to student loan balances. For additional information, please refer to Personnel Rules and Regulation Section 16.30 Tuition Reimbursement. Contact the City's Human Resources Department for more information and forms.

9.11 Educational Achievement Pay

The City will implement an education incentive payable in the first full pay period of FY 23/24. The incentive pay only applies if the employee has a degree higher than what is stated in

the job description/classification, regardless of “experience in lieu of” language. The City will develop the criteria needed to validate a degree. If the degree is later supplied and verified after the beginning of the fiscal year, it is not retroactively applied to the start date. The educational pay incentive pay shall be as follows: 0.5% of base salary for AA/AS; 1% of base salary for BA/BS; 2% of base salary for Masters.

9.12 Cell Phones

Reference Administrative Policy 7.14 Cellular Equipment.

ARTICLE 10

MEDICAL & RETIREMENT BENEFITS

10.1 Benefit Bank

Reference Employee Benefits Flyer.

Employees eligible for benefits are required to purchase medical coverage or provide proof of other medical coverage. 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	\$1,050.00	\$787.50	\$787.50
Part time non-exempt	\$ 480.66	\$ 425.00	\$318.75	\$318.75

These amounts include the PEMHCA minimum contribution.

Additional City contributions for employees enrolled in medical coverage are as follows:

	<u>Employee Coverage</u>	<u>Employee +1 Coverage</u>	<u>Family Coverage</u>
Tier I & II	\$170 per month	\$240 per month	\$440 per month
Tier III, IV & V	\$170 per month	\$340 per month	\$620 per month
Part-time	\$80 per month	\$120 per month	\$142 per month

**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.

Dental benefits are available through Delta Dental for the employee and eligible dependents. The City contracts with Delta Dental and offers the choice of two dental plans.

HMO Plan: Delta Care PMI **PPO Plan:** Delta Dental PPO

Vision benefits are available through Vision Service Plan (VSP) for the employee and eligible dependents. The City contracts with VSP to provide a comprehensive vision plan. The plan includes a large network of optometrists, annual eye exam, and frame, lens, and contact lens benefits for \$25 co-pay.

10.2 Flex Spending Account / Dependent Care

Reference Employee Benefits Flyer.

10.3 Life Insurance

Reference Employee Benefits Flyer.

10.4 Disability Insurance

Reference Employee Benefits Flyer.

10.5 Employee Assistance Program (EAP)

Reference Employee Benefits Flyer.

10.6 Employee Wellness Program

Reference Employee Benefits Flyer.

10.7 Retirement Plan

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

CalPERS 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.

10.8 PERS Member Contributions

The City pays the employer portion of CalPERS. New Members pay 50% of normal cost. Classic Members pay their full employee share, either 8% or 7% depending on the retirement formula.

Retirement Formula	<i>Tier I hired before 7/1/09</i>	<i>Tier II hired on or after 7/1/09</i>	<i>Tier III hired on or after 9/30/11</i>	<i>Tier IV New members hired on or after 1/1/2013</i>
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.

10.9 Retirement Benefit

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

10.10 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' Health Retirement Account for retirement health insurance expenses.

10.11 Health Retirement Account (HRA)

The purpose of the HRA 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.

Effective with the pay period that begins on July 9, 2022, employees shall receive 0.5% of their base salary into their HRA account.

10.12 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.

10.13 Deferred Compensation

Reference Employee Benefits Flyer.

ARTICLE 11

LEAVE BENEFITS

11.1 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 900 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)

<u>Employee Group</u>	<u>11+ years</u>
Non-exempt	292 hours

Employees (hired prior to 9/30/2011)

<u>Employee Group</u>	<u>0-5 years</u>	<u>6-10 years</u>	<u>11+ years</u>
Non-exempt	212 hours	252 hours	276 hours

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

<u>Employee Group</u>	<u>0-5 years</u>	<u>6-10 years</u>	<u>11+ years</u>
Non-exempt	196 hours	236 hours	276 hours

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

11.2 Holidays

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

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

For actual dates related to the holidays above, please reference the Employee Benefits Flyer.

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.

11.3 Floating Holidays

The City provides two additional floating holidays per year.

Floating holidays may be taken at any time during the year with department approval. Each floating holiday is earned at the beginning of the year. A floating holiday is valued at a rate of one (1) day based on the employee's schedule.

Floating holiday pay shall be paid based on the number of hours in the employee's regular work shift. A regular work shift is considered to be eight (8), nine (9) or ten (10) hours per day for full-time employees. If the number of hours the employee is regularly scheduled to work is changed, floating holiday pay shall be changed accordingly.

11.4 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.

For additional information, reference Administrative Procedure 5.14 City Manager Granted Administrative Leave.

11.5 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.

11.6 Leave Cash-Out

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."

For additional information, reference Annual Leave Sellback Guidelines.

11.7 Bereavement Leave

Please refer to Personnel Rules and Regulations Section 7.30 Bereavement Leave

11.8 Family and Medical Leave

Please refer to Personnel Rules and Regulations Section 7.45 Family Care and Medical Leave

In accordance with the Federal Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), the California Pregnancy Disability Leave (PDL), and the National Defense Authorization Act (NDAA), the City of Moreno Valley will provide family and medical leave for eligible employees, as defined. For procedures related to FMLA, refer to Administrative Procedures 5.03 – Family and Medical Leave Procedure.

11.9 Pregnancy Disability Leave

Please refer to Personnel Rules and Regulations Section 7.40 Pregnancy Disability Leave

11.10 Jury Duty and Witness Leave

Please refer to Personnel Rules and Regulations Section 7.35 Jury Duty and Witness Leave

11.11 Military Leave

Please refer to Personnel Rules and Regulations Section 7.55 Military Leave

11.12 Leave of Absence Without Pay

Please refer to Personnel Rules and Regulations Section 7.50 Leave of Absence Without Pay

ARTICLE 12 CHANGES TO POSITIONS

12.1 Promotions

Please refer to Personnel Rules and Regulations Section 3.30 Promotion

12.2 Transfers

Please refer to Personnel Rules and Regulations Section 3.25 Transfer

12.3 Reclassification of City's Personnel Rules & Regulations

Please refer to Personnel Rules and Regulations Section 3.40 Reclassification

12.4 Demotions

Please refer to Personnel Rules and Regulations Section 3.35 Demotion

12.5 Lay-Offs

Please refer to Personnel Rules and Regulations Section 3.45 Layoffs, Reduction in Force, Recall

ARTICLE 13 DISCIPLINARY ACTION

Please refer to Personnel Rules and Regulations Section 9, 10 11, and 12

13.1 Policy on Discipline

Please refer to Personnel Rules and Regulations Sections 9,10,11, and 12

ARTICLE 14 GRIEVANCE PROCEDURE

Please refer to Personnel Rules and Regulations Section 12 Grievances

ARTICLE 15 RATIFICATION AND IMPLEMENTATION

15.1 Ratification, Execution, and Implementation

The City and MVCEA acknowledge that this MOU shall be in full force and effect once ratified by the bargaining unit and adopted by the Mayor and City Council. Subject to the foregoing,

this MOU is hereby executed by the authorized representatives of the City and Association, and entered into this 18th day of October, 2022.

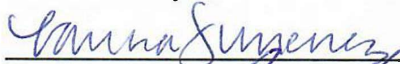
For City:



Brian Mohan, Assistant City Manager



Naomi Kamunyu



Launa Jimenez



Michael Lloyd

For MVCEA:



Johnny Dunn, President




Angel Orellana



Raquel Ortega



Margaret Linne



Regina Flores



Jeffrey Natke, CEA

Appendix A

Section 2.2 List of Represented Classifications

Accountant I	Information Technology Technician
Accounting Assistant	Landscape Services Inspector
Accounting Technician	Lead Facilities Maintenance Worker
Accounts Payable Supervisor	Lead Maintenance Worker
Administrative Assistant	Lead Parks Maintenance Worker
Animal Care Technician	Lead Traffic Signing/Marking Technician
Animal Control Officer	Lead Vehicle/Equipment Technician
Animal Rescue Coordinator	Maintenance Worker I
Animal Services Assistant	Maintenance Worker II
Animal Services Dispatcher	Management Aide
Animal Services License Inspector	Paralegal
Assistant Crossing Guard Supervisor	Park Ranger
Audio Visual Technician	Parking Control Officer
Building Inspector I	Parks Maintenance Worker
Building Inspector II	Permit Technician
Business License Liaison	Recreation Program Leader
Cable Television Producer	Recycling Specialist
Code Compliance Officer I	Security Guard
Code Compliance Officer II	Senior Administrative Assistant
Community Enhancement Officer I	Senior Engineering Technician
Community Enhancement Officer II	Senior Equipment Operator
Community Services Assistant Coordinator	Senior Graphics Designer
Community Services Coordinator	Senior Office Assistant
Construction Inspector	Senior Parking Control Officer
Crossing Guard Supervisor	Senior Parks Maintenance Technician
Deputy City Clerk	Senior Permit Technician
Emergency Management & Volunteer Services Program Specialist	Senior Telecommunications Technician
Engineering Technician I	Senior Traffic Signal Technician
Engineering Technician II	Storekeeper
Equipment Operator	Telecommunications Technician
Facilities Maintenance Mechanic	Traffic Signal Technician
Facilities Maintenance Worker	Traffic Signing & Marking Technician I
Geographic Information System (GIS) Specialist	Traffic Signing & Marking Technician II
	Vehicle / Equipment Technician

Appendix B

Section 9.8 Safety Shoe Classifications

Animal Care Technician	Lead Traffic Signing/Marking Technician
Animal Control Officer	Lead Vehicle / Equipment Technician
Animal Rescue Coordinator	Maintenance Worker I
Audio Visual Technician	Maintenance Worker II
Building Inspector II	Park Ranger
Community Enhancement Officer I	Parking Control Officer
Community Enhancement Officer II	Parking Control Officer
Construction Inspector	Parks Maintenance Worker
Crossing Guard Supervisor	Security Guard
Emergency Management & Volunteer Services Program Specialist	Senior Equipment Operator
Equipment Operator	Senior Graphics Designer
Facilities Maintenance Mechanic	Senior Parking Control Officer
Facilities Maintenance Worker	Senior Parks Maintenance Technician
Information Technology Technician	Senior Telecommunications Technician
Landscape Services Inspector	Senior Traffic Signal Technician
Lead Facilities Maintenance Worker	Storekeeper
Lead Maintenance Worker	Traffic Signal Technician
Lead Parks Maintenance Worker	Traffic Signing/Marking Technician I
	Traffic Signing/Marking Technician II
	Vehicle / Equipment Technician