

Tentative Agreement: MVCEA & City of Moreno Valley May 1, 2012

1. **Term:** 3-year Term (7/1/12 – 6/30/15)
2. **Annual Re-openers:** Re-Opener discussion would commence within 30 days of a request by either party.
 - a. Merit Increases
 - b. Wages
 - c. Benefits
 - d. Updates to Personnel Rules and Regulations
 - e. Furloughs
 - f. Increases to 2013 medical/dental insurance premiums (this re-opener to take place by September 2012)
 - g. Any other topics of mutual agreement
3. **Comprehensive MOU:** The parties will collaborate in good faith to develop a Comprehensive MOU incorporating language from previous MOUs which has not been superseded by subsequent Agreements. To ensure that this process moves efficiently toward accomplishing our shared goal, the parties agree that:
 - a. Regular meetings will be held as required;
 - b. The effort will focus on integrating all existing language - - to include terms of this Tentative Agreement - - into the master document;
 - c. Any requests for substantive revisions to operative language will be deferred to further negotiations toward successor MOUs;
 - d. The Comprehensive MOU will not be an official document until formally adopted by both the Association and City Council.
4. **Employee Concessions:** No additional concessions by employees or reductions to existing benefits or retirement contributions to the extent permitted by law.
5. **Salaries:**
 - a. Effective the first full pay period of July 2012 (which begins at noon on July 6th) implement a 4.75% across-the-board cost-of-living salary increase.

- b. All existing language in Section 11 ("Cost of Living Adjustment") in MVCEA's FY 2011-12 MOU which refers to deferral of COLAs remains in effect and is carried forward into this Tentative Agreement.
6. **Flexible Benefits:** Maintain status quo in City's contribution to flexible benefits subject to a reopener by September 2012 to address any 1/1/13 insurance premium increases.
 7. **Retirement:** Maintain status quo in City's contribution to retirement benefits subject to the re-opener as described immediately below. In the event legislation is enacted prohibiting the employer pick up of any or all of the current employer pick up of "employee PERS cost" the parties will reopen the meet and confer process to negotiate replacement compensation equal to the increased cost to employees resulting from the legislation, to the extent permitted by law.
 8. **Voluntary Furloughs:** Parties will discuss voluntary furloughs and job sharing.
 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.
 10. **Holidays:** If an employee works on a recognized holiday and the holiday is observed by the City on a different day, said employee will be paid 1½ pay for the hours worked on the actual holiday.

11. **Probationary Period:** Lengthen Probationary Period to 12 months for new hires
 - a. No change to 6-month probation for internal promotions
 - b. Eliminate written interim evaluation for probationary employees with the proviso that at least one performance related discussion be held by the immediate supervisor at the 6 month mark with a signed acknowledgment by the employee that said discussion occurred.

12. **Holiday Closures:** In 2012, 2013 and 2014, City Offices will be closed for annual holiday break beginning December 24th and ending January 1st. For the Friday after Thanksgiving Day, which is a furlough day, 9 hours will be banked and used to cover one of the three unpaid days between 12/24 and 1/1. Employees will be required to cover two additional work days for a closure from 12/24 through 1/1, returning to work on January 2nd. Employees assigned to alternate work schedules shall not be required to contribute in excess of 18 hours of personal leave balance to observe the prescribed holiday closure schedule for 2012.

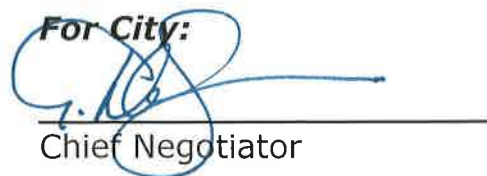
13. **Holiday Leave Accruals:** Career full-time employees accrue the number of hours of holiday leave time, based on their regular full-time work day schedule and work week schedule, e.g. 8 hours when on a 5/40, 9 hours when on a 4/36, 8 or 9 hours when on a 9/80, or 10 hours when on a 4/10 work week schedule. Career part-time employees accrue holiday leave time on a prorated basis.

14. **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).

For MVCEA:


Chief Negotiator

For City:


Chief Negotiator