

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE CITY OF MORENO VALLEY**

**AND**

**THE MORENO VALLEY CONFIDENTIAL  
MANAGEMENT ASSOCIATION**

**2015-2017**

**EFFECTIVE JULY 1, 2015**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MORENO VALLEY  
AND  
THE MORENO VALLEY CONFIDENTIAL MANAGEMENT ASSOCIATION  
2015-2017 MOU EFFECTIVE JULY 1, 2015**

The agreement entered into between the City of Moreno Valley and those employees designated as "Professional and Administrative Confidential Management" (Confidential) and sets forth the full terms and conditions of employment for members of the Moreno Valley Confidential Management Association (MVCME), 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 Moreno Valley Confidential Management Association (MVCME) as the exclusive representative of the Professional/Administrative Confidential Management employees of the City for the purpose of meeting its obligations under Government Code S 3500 et seq.

**SECTION 2: Term**

The term of this updated agreement shall be July 1, 2015 through June 30, 2017. All changes affecting members' salary/benefits agreed upon during negotiations will take effect in the pay period which begins on July 4, 2015.

**SECTION 3: Salary**

Effective the first full pay period of July 2015 each employee shall receive an 8% base salary increase in exchange for all Tier I employees paying for their own 8% member contribution of PERS via payroll deduction.

**SECTION 4: Merit Increases**

Merit step increases shall be reinstated effective the first full pay period of July 2015. Each eligible represented employee shall receive one merit step advancement in July 2015 and shall be eligible annually thereafter beginning in FY 16/17 on the employee's anniversary date.

The City agrees to provide a one-time payment of \$ 500 on July 9, 2015 for Tier I employees who were at top step of their salary range on June 30, 2015.

**SECTION 5: Furlough**

Effective July 5, 2014, the City’s remaining 5% unpaid furlough program shall be eliminated. Full-time employees will return to a standard forty (40) hour work week and will be fully compensated for the forty (40) hours.

**SECTION 6: Management Differentials**

<i>Employee Group</i>	<i>Hired before 9/30/2011</i>	<i>Hired after 9/30/2011</i>
Professional/Administrative Management (PAM)	2% of salary	1.5% of salary
Division Management (DM)	4% of salary	3% of salary

**SECTION 7: 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 allowance is:

<b>Employee Group</b>	<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>
Professional/Administrative Management	\$14,229	\$12,600	\$9,450
Division Management	\$14,229	\$12,600	\$9,450
Part-time	\$5,768	\$5,100	\$3,825

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      \$200 per month
- Tier III benefit employees                      \$150 per month
- Career part-time employees                      \$ 60 per month

**SECTION 8: PERS Member Contributions**

Retirement Formula	<i>Tier I</i> <i>hired before 7/1/09</i>	<i>Tier II</i> <i>hired on or after 7/1/09</i>	<i>Tier III</i> <i>hired on or after 9/30/11</i>	<i>Tier IV</i> <i>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	6.25% employee pays

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 9: PERS Retirement Plan**

Employees hired prior to December 23, 2011, shall continue to participate in the PERS 2.7% @ 55 Benefit plan with Highest 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.
- C. Part-time/Seasonal. Temporary Employees who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through

payroll deduction. Employees eligible for participation in the PERS retirement plan (after 1,000 hours worked in a fiscal year) are responsible for the cost of their member contribution of PERS payment.

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 10: Forfeited Leave Balances**

During the term of this agreement, if any Confidential employee is laid off as the result of a reduction in force and subsequently forfeits any unused sick leave pursuant to City personnel rules, and that employee is later re-called to work within the period provided for in Section 17 (Recall Period) of this MOU, that employee shall have any forfeited sick leave reinstated to a frozen sick leave account established in his/her name. Existing City rules for the use of frozen sick leave will continue to apply to these accounts.

**SECTION 11: 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)**

<u>Employee Group</u>	<u>11+ years</u>
PAM Confidential	348 hours

**Tier I and II 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>
PAM Confidential	268 hours	308 hours	332 hours

**Tier III 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>
PAM Confidential	250 hours	290 hours	330 hours

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

**SECTION 12: 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                        |                        |

City offices will observe the Christmas holidays in 2016 on Friday, December 23, 2016 and Monday, December 26, 2016. City offices will observe the 2017 New Year's holiday on Monday, January 2, 2017.

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.

Exempt employees may, at the Department Head's discretion, be granted a flex day if they are required to work on a designated City paid holiday or special event.

**SECTION 13: 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 14: One-Time Leave Cash Out**

Employees are allowed to "cash out" up to 40 hours of accrued time on the November 25, 2015 paycheck. However, employee must retain a minimum of 160 hours annual leave on the books after deducting the "cash out".

#### **SECTION 15: VEBA Contribution**

*The City contribution toward individual VEBA accounts for employees shall be fully funded at \$75 per month for all full-time career employees, ending the temporary reduction in place during the 2012-2015 MOU.*

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.

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 MVCME are eligible to participate in the program and are given a one-time option of participating or not participating in the program. The option must be exercised within fifteen (15) 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:   \$25.00 per pay period

Or in the alternative, contribution amounts within the unit may be made, if the particular sub-unit is composed of a minimum of three employees, by years of service:

0-5 years	\$25.00 per pay period
6-10 years	\$50.00 per pay period
11+ years	\$75.00 per pay period

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

0-5 years: 0% 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.

6-10 years: 10% 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.

11+ years: 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 Management Association and discuss options to bring the Plan into compliance, or discontinue the Plan.

## **SECTION 16: 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 PEMHCA 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 17: Layoffs/Reductions-In-Force/Recall**

The City Manager may lay off permanent and probationary workers at any time for lack of work, budgetary reasons, technological changes, or other City actions that necessitate a reduction in the work force. At least four weeks' notice shall be given to any employee who is to be laid off. At the City Manager's discretion, a demotion or transfer to another department or classification may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. The Department Directors, in consultation with the Administrative Services Director, and as approved by the City Manager, will effect the layoffs.

### **17.1: Reduction in Force**

When it becomes necessary to reduce the work force in the City, the City Manager shall designate the job classification, division, department, or other organizational unit in order to effect a, reduction in the work force. Contract, temporary, seasonal, or initial probationary employees in the same job classification(s) proposed to be reduced within the City shall be laid off first. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of lay-off shall be placed at a pay level within the salary range of the new position which yields a salary closest to current salary. Order of Layoff for MVCME Employees:

The order of layoff of MVCME unit career employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of implementation:

- A. An overall rating of "unsatisfactory" or "needs improvement" on the most recent performance evaluation once finalized and filed in Human Resources except when an employee has less than one year seniority with the City. In that case, only seniority will be used.
- B. Documented disciplinary actions during the preceding twelve (12) months.
- C. Seniority (length of service in a career position):
  1. in the city
  2. in the classification
  3. in the department

For MVCME employees who are equal in performance and seniority, as established in A-C above, preference will be given to those with proof of honorable military discharge,

#### 17.2: Seniority

Seniority is determined from the day of official appointment to a City department as a career employee, provided that any career employee, who, as a result of promotion, transfer, or voluntary demotion, is appointed to a career position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.

Seniority shall continue to accrue during periods of Annual Leave, layoff not exceeding three (3) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.

#### 17.3: Other Policies

The City may call back as a temporary employee, within the first year after layoff, any laid off employee who is on the recall list when the employee is qualified to fill a vacancy of a full time position.

Any employee who receives an involuntary transfer shall have the option to be reinstated to a vacated position in the classification from which said employee was involuntarily transferred for up to six (6) months from the effective date of the involuntary transfer in the event of layoff.

An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the department in writing of his/her decision at least three (3) working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

#### 17.4: Recall Period

The recall period for employees laid off prior to June 30, 2011 shall be two years from the date of their layoff. The recall period for employees laid off on or after June 30, 2011, shall be three years from the date of their layoff.

#### 17.5: Recall List

The name of every career employee who is laid off, transfers, or elects to demote to a formerly held classification in the same department for longer than one pay period due to a Reduction-in-Force, shall be placed on the Recall List, except that the names of those MVCME unit employees laid off under Sections A & B under in "Order of Layoff for MVCME Employees" above, shall not be placed on the recall list. Vacancies

to be filled within a department shall be offered to individuals named on the Recall List who, at the time of the Reduction-in-Force, held a position in the same job classification within the department as the vacancy to be filled. Order of recall shall be same as order of layoff.

Individual names may be removed from the Recall List for any of the following reasons:

- A. The expiration of three (3) years from the date of placement on the list, effective June 30, 2011.
- B. Re-employment with the City in a career full-time position in a department other than that from which the employee was laid off.
- C. Failure to respond within 14 calendar days of mailing a certified letter regarding availability for employment.
- D. Failure to report to work within 14 calendar days of mailing of a certified letter containing a notice of reinstatement to a position, absent mitigating circumstances.
- E. Request in writing, including e-mail, to be removed from the list.

In the event of a vacancy, if there are no individuals on the recall list who formerly occupied the vacant classification, those individuals on the recall list who possess the necessary qualifications for the vacant classification shall be eligible for recall to the vacancy. Eligibility order shall be the same as the order of lay-off.

No person from outside City employment shall be hired in a career position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.

#### 17.6: Status on Re-employment

Effective June 30, 2011, a career employee who has been laid off or terminates in lieu of reassignment and is re-employed in a career position within three (3) years from the date of his layoff or termination shall be entitled to:

- A. Buy back and thereby restore all or a portion of Annual Leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within 30 days of returning to work and must be fully paid back within six (6) months of the return to work.
- B. Restoration of seniority accrued prior to and accrued during layoff.

- C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave.
- D. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification in the same department from which he/she was laid off or terminated.
- E. In accordance with CalPERS regulations, restoration to the same level of CalPERS benefits that the employee received prior to being laid off or terminated.
- F. Restoration to the same level of flexible benefits (i.e. benefit bank) that the employee received prior to being laid off or terminated.

#### 17.7: Continuation of Benefits

Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

### **SECTION 18: Workplace Image**

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

### **SECTION 19: Exempt Temporary Employees**

The City may exempt temporary employees from the PERS Contract and add a PERS payroll code to simplify payroll.

### **SECTION 20: 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 is waived.

### **SECTION 21: Bilingual Pay**

Bilingual compensation at the rate of \$35 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 22: 401a Contribution**

Confidential employees receive \$750.10 per fiscal year (\$28.85 per pay period) in a City sponsored 401(a) Plan.

**SECTION 23: Tuition Reimbursement**

The City agrees to increase the maximum annual limit for the tuition reimbursement program from \$1,500 to \$2,000 per fiscal year. The annual maximum reimbursement is expanded to include tuition, books, lab fees and parking expenses. In addition, the program will now cover Certificate Programs that are job related, as well as undergraduate and graduate degree programs from accredited educational institutions.

**SECTION 24: Retirement Benefit**

The City agrees to contract with CalPERS for the Pre-Retirement Option 2W Death Benefit as soon as possible under PERS rules.

**SECTION 25: Other Benefits**

There shall be no other reductions in City paid benefits during the term of this agreement.

**SECTION 26: Re-Opener Clause**

The parties agree to reopen the MOU to discuss the City's benefit/insurance contributions in July 2016 for the 2017 medical insurance premiums.

**SECTION 27: Parity**

During the term of this agreement, MVCME 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 28: Probationary Period**

The first twelve (12) months, or any duly extended longer period, of all new employment in a career position shall be deemed a probationary period. The first six (6) months, or any duly extended longer period, of all promotional employment in a

career position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment.

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 Head. 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 29: 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:

**SECTION 32: Ratification and Execution**

The City and MVCME acknowledge that this Memorandum of Understanding shall not be in full force and effective until ratified by the bargaining unit and approved by the Moreno Valley City Council. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this 28 day of May, 2015.

For City:

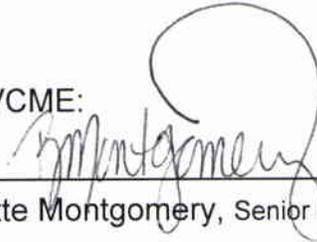


\_\_\_\_\_  
Tom DeSantis, Assistant City Manager



\_\_\_\_\_  
Chris Paxton, Administrative Services Director

For MVCME:



\_\_\_\_\_  
Bridgette Montgomery, Senior HR Analyst

\_\_\_\_\_  
Kim Schmitz, HR Analyst

