



**TENTATIVE AGREEMENT
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
Per California Government Code Section 3505.1
Between
The City Government Management Association**

The previous Memorandum of Understanding (“MOU”) between the Rialto City Government Management Association (CGMA) and the City of Rialto covered July 1, 2015 through June 30, 2016, and expired on June 30, 2016 without being extended (“CGMA MOU 2016”) (Attachment 1). On July 30, 2018, the City received a proposal from CGMA for consideration. Based on this proposal, the City established the following CGMA MOU deal points, which are affirmed by the execution of this formal written Tentative Agreement by the parties’ labor representatives. This Tentative Agreement was ratified by the CGMA on September 18, 2018. This Tentative Agreement shall not become effective until accepted, approved, and adopted by the City of Rialto City Council per California Government Code Section 3505.1, which provides:

“If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.”

All terms and conditions of the prior CGMA MOU 2016 shall be maintained unless expressly modified or changed herein until the successor CGMA MOU is accepted, approved and adopted by City Council.

TENTATIVE AGREEMENT DEAL POINTS

| Article No. | Subject | Existing MOU | New Agreement |
|-------------|---------|--|--|
| Name Change | | City Government Management Association | City Government Executive Association |
| 1 | Term | | July 1, 2016- June 30, 2019 |
| 2 | Wages | The salary ranges for classifications within the CGMA represented Unit are set forth in Appendix A to the CGMA MOU | Update Appendix A with new salary ranges based upon salary increase set forth below: For employees employed as of July 1, 2018 and in exchange for ratification of this Tentative Agreement, the City will pay a one-time, lump sum payment of 8% of the employee’s regular rate of pay (salary and special compensation) determined as of June 30, 2018 (using 2080 hours calculation regardless of length of service in that fiscal year) to be paid within thirty (30) days of City Council approval of this Tentative Agreement. The lump sum payment shall NOT be PERSable compensation and shall be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations. The payment shall exclude overtime and cafeteria payments. 0% COLA for FY 2016/17 0% COLA for FY 2017/18 |

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| | | | City will also increase represented employees' base salaries by 8% effective the first full pay period following City Council approval of this Tentative Agreement, which is to be reflected in the attached updated Appendix A salary table (Attachment 2). |
| 13 | Sick Leave Use | | Add language and eligibility pursuant to AB 1522. An employee can take paid leave for employee's own or a family member for the diagnosis, care or treatment of an existing health condition or preventive care or for specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking Family member" means (1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. (2) A biological, adoptive, or foster parent, stepparent. (3) A spouse. (4) A registered domestic partner. (5) A grandparent. (6) A grandchild. (7) A sibling. |
| 13 9 | Sick Leave Cash Out Vacation Leave Cash Out | | The cash out rate for sick leave and vacation is clarified to be at the employee's current base hourly (base salary) rate, not the FLSA regular rate of pay. The payment shall include salary and special compensation, but exclude overtime and cafeteria payments. |
| | Health Insurance For Retirees | | Reopener: The parties agree to re-open the MOU during the MOU term to discuss an alternative retiree health plan to reduce or eliminate OPEB liabilities. |
| | | | Re-Opener to meet and confer and add MOU language including City and Association obligations under AB 119 and SB 866. |

It is understood under Ordinance 1591, new executives are intended to be appointed to "at will" status and not represented by the CGMA. For this reason, adjustment to benefits (ie, cafeteria cash out) for new hires are not indicated herein; however, they can be addressed via the execution of the individual contracts.