

PROPOSED TENTATIVE AGREEMENT
THE CITY OF RIVERSIDE
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU Local 721)



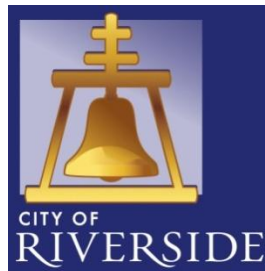
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF RIVERSIDE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721
(SEIU 721)



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General Unit

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF RIVERSIDE
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721
(SEIU 721)**

PREAMBLE

This Memorandum of Understanding is entered into with reference to the following facts:

Representatives of Management for the City of Riverside (hereafter "City") and representatives of the Service Employees International Union, Riverside Chapter Local 721 (hereafter "Union") have met regularly and conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Union. Each side recognized its value and purpose at the bargaining table and worked diligently, in a professional and considerate manner, to reach a contract agreement. The City Council formally approved the terms and conditions of this Memorandum of Understanding (MOU) on November 8, 2016. ~~on December 3, 2013.~~

**ARTICLE 1
TERM AND RECOGNITION**

**Section 1
Term**

July 1, 2016~~3~~ - June 30, 2020~~16~~

**Section 2
Recognition**

The City of Riverside recognizes SEIU 721 as the exclusive bargaining agent for the General Unit.

Therefore, the representatives of the City and the Union agree as follows:

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ARTICLE 2 PROBATION

- A. A probationary period shall not apply to a reclassification situation, or a situation in which a properly recalled permanent employee is returned to their same job classification.
- B. Probationary Period. The probationary period for a new hire shall be one (1) year (twenty-six (26) pay periods) ~~with the initial salary step advancement at six (6) months (thirteen (13) pay periods). (Assuming appointment at step one of the range.)~~ All merit increases for employees hired after the effective date of this MOU (i.e. after July 1, 2016), shall be effective upon each 12 months of service.
- C. Extension. An employee's initial probation may be extended, if necessary, for a period not to exceed six (6) months. If extended, such action must be taken during the initial probationary period.
- D. Any extended period of absence from duty for four (4) continuous weeks (two (2) pay periods) or more for any reason except scheduled vacations, will automatically cause a probation period to be extended for a period equal to the period of absence.

ARTICLE 3 EMPLOYEE DIGNITY AND RESPECT

The Union and the City are committed to supporting the practice of all employees interacting in a dignified and respectful manner at all times in the workplace. The City will demonstrate its commitment to these principles through their management and supervisory relations with unit employees. The Union and employees will demonstrate their commitment to these principles through their responsiveness to management and supervisory relations and in Labor-Management meetings. The operation of this article is specifically excluded from the Grievance/Arbitration provisions of this agreement; instead, alleged violations of this article will be handled in Labor-Management Committee meetings.

ARTICLE 4 UNION SECURITY AND UNION REPRESENTATION

Section 1 Agency Shop

The following provisions apply:

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1. Subject to section 4, payroll deductions, of the City's Employer-Employee Relations Resolution, upon the voluntary written authorization of bargaining unit employees, the City shall deduct and remit to the Union, the Union's initiation fee and periodic dues for members of the Union.
2. Any unit member who is not a member of the Union or who does not make application for membership within thirty (30) days following the effective date of this paragraph, or, for those hired after the effective date of this paragraph, within thirty (30) days from the date of commencement of duties, shall become a member of the Union or pay to the Union a fee in an amount equal to the Union's periodic dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1, above.
3. Dues withheld by the City shall be transmitted to the Union Officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.
4. The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit member to remain a member in good standing of the Union or to pay the equivalent of Union dues during the term of this agreement shall constitute, generally, just and reasonable cause for termination.
5. The City shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.
6. No unit member shall be required to join the Union or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with the Union to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under section 501, subdivision (c)(3) of the Internal Revenue Code, chosen by the employee.
7. Whenever a unit member shall be delinquent in the payment of dues or fees, the Union shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Municipal Employee Relations Officer (MERO) defined as the City Manager or that person's duly authorized representative. In the event the unit member fails to

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cure said delinquency, the Union shall request, in writing, that the City initiate termination proceedings. The termination proceeding shall be governed by applicable state laws and are specifically excluded from the Grievance Procedures Agreement. The City shall not deduct monies specifically earmarked for a Political Action Committee (PAC) or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

8. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City, and upon request to the employees who are members of the Union, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959 or Government Code section 3546.5 shall satisfy this requirement.
9. This organizational security arrangement shall be null and void during the period following expiration of this MOU and prior to entering into a successor agreement containing the same provision for organizational security. Additionally, this organizational security arrangement shall be null and void if rescinded by a vote of employees pursuant to Government Code section 3502.5, subdivision (b).
10. The Union will defend, indemnify and hold harmless the City of Riverside from any loss, liability or cause of action arising out of the operation of this article.
11. The Union's indemnity obligation is more fully set forth in a letter agreement of July 22, 1982, which is incorporated herein by reference as though fully set forth.
12. Any employees in this unit who have authorized Union dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by the City during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union dues during the thirty day period commencing ninety days before the expiration of the MOU by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide to the City with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

General Unit

The Union agrees to indemnify, defend, and hold the City of Riverside harmless from any liabilities of any nature which may arise as a result of the application of the provisions of Article 4, Section 1, no. 12.

Section 2 Committee on Political Education

The City agrees to provide a line item for the Committee on Political Education (COPE) deduction. The Union agrees to provide to Human Resources and Payroll all information necessary to implement this provision.

Section 3 Union Stewards

The Union may designate up to thirty-four (34) stewards to represent employees in processing grievances and at *Skelly* conferences. The following conditions shall apply:

The Union may designate up to 34 Union Stewards who must be members of the Unit, and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated. Management will accept on a quarterly basis any changes to the list. A Steward may represent a grievant in the presentation of a grievance at all levels of the grievance procedure. A Steward may represent an employee in pre-disciplinary hearings (*Skelly*) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

An employee and his/her Steward may have a reasonable amount of paid time off for the above-listed activities. However, a Steward will receive paid time off only if he/she is the representative of record; is a member of the same Unit and the same Union as the employee.

If a Steward must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided by the City for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievance Steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the Steward's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an

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extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the Steward shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the Steward will report to the employee's supervisor who will make arrangements for the meeting requested. The City will make reasonable time available to Stewards to investigate grievances and disciplinary matters on behalf of the grievant. Time spent on grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her Steward, shall not be counted as work time for any purpose.

The City established Union Education and Training Fund equal to 24 hours per Steward per year be utilized by the Union for education and training purposes. The amount of the Fund shall not be accumulated year to year. No Steward will utilize more than 80 hours per year from the Fund. The Fund may be used by the Union to train members and/or Stewards in the grievance procedure, administrative interview, Skelly hearings and other matters including investigations as determined by the Union. The City will make a reasonable effort to release those Stewards for education and training classes held by the Union. Stewards will be copied on the email confirmation sent by Human Resources to the director/supervisor approving the release. The Union will provide the City with a copy of a sign-in sheet. If a sign-in sheet is not available, then the Union shall submit other verification of attendance for release time.

Leaves of absence or intermittent leaves without pay may be granted to Union Stewards or members for the purpose of Union business consistent with current City policies for granting leaves. The leaves are subject to Department Head and Human Resources Director approval and must be considered in light of department staffing and business needs. The City will make a genuine effort to consider these requests.

1. Within thirty (30) days of ratifying this agreement, the Union will provide the Department of Human Resources with a written list identifying by name and department and work area the regular and alternate stewards; the Union shall update the list as changes are made.
2. The Union will designate as steward only an employee who has passed his or her initial probationary period and acquired permanent status.
3. Alternate stewards shall stand in for the regular steward only when the regular steward is absent from work. The City has no obligation to delay unreasonably a meeting in order for a steward to attend.

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4. If the size of the bargaining unit substantially increases, the Union may bring up the subject of additional stewards at the Labor-Management Committee meeting.

**Section 4
Union Orientation**

- A. In connection with the City's orientation sessions for new employees, the City will distribute the following statement:

SEIU Local 721 (Union) has been elected and certified as the exclusive bargaining representative for your job classification concerning wages, hours and working conditions that result from meeting and conferring in good faith between the City of Riverside and the Union. These wages and benefits are contained in the negotiated agreement, copies of which will be distributed to you by the Union. A Union representative, during non-duty time, may request to meet with you personally to tell you about the Union in its role as the recognized representative for your job classification. Any additional information you may require can be secured by writing or calling the Union.

- B. The City will release one (1) Steward to participate in the New Employee Orientation program and with no charge to their City benefits banks or the Union Training Fund.

**Section 5
Labor Negotiations Representation**

- A. The City and the Union agree that the Union may have representing them at the bargaining table, one (1) representative per every 100 employees in addition to Union President and SEIU management staff.
- B. No more than two (2) unit members will attend a departmental meet and confer meeting.

**Section 6
Seniority**

- A. Effective the first quarter after ratification, on a quarterly basis, the City shall provide the Union with an updated bargaining unit seniority list containing, for each employee, the following information: name, hire date, pay rate, shift, job classification, home or personal mailing address, and phone number; and, as available, the date of hire within the current job classification. In addition, recognized shop stewards should be able to request the list within a reasonable time period, which shall be considered two (2) working days. The seniority list may be

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posted by the City in the department or bulletin board (excluding salary information, home or personal mailing address, and phone number).

- B. Where used, seniority for departmental issues (vacation selection, shift selection, etc.) will be based on time in the department (unless otherwise agreed).

Section 7
Printing of the Agreement

The City of Riverside and SEIU Local 721 agree to share equally the printing costs associated with the development of the MOU booklet created subsequent to MOU approval by the City Council.

ARTICLE 5
WAGES

- A. Should employees in the following employee groups: Management I, Management II, Confidential, Unrepresented, or Executive employees receive across the board enhancements to existing salary ranges or other salary enhancements, during the term of this Memorandum of Understanding above and beyond the across-the-board salary enhancements provided to the General Unit employees in this agreement, a like increase will be provided to employees represented by the Union.

~~B. Effective the first pay period following ratification of this MOU by the City Council, the base salary for Retirement Tier 1 employees only shall be increased by two percent (2%).~~

~~C. Effective the first pay period beginning closest to July 1, 2014, the base salary for Retirement Tier 1 employees only shall be increased by two and one-half percent (2.5%).~~

~~Effective the first pay period beginning closest to July 1, 2014, the base salary for Retirement Tiers 2 and 3 employees shall be increased by a half percent (.5%).~~

~~D. Effective the first pay period beginning closest to July 1, 2015, the base salary for Retirement Tier 1 employees only shall be increased by two and one-half percent (2.5%).~~

~~Effective the first pay period beginning closest to July 1, 2015, the base salary for Retirement Tiers 2 and 3 employees shall be increased by a half percent (.5%).~~

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B. Effective the first pay period following City Council approval of this MOU, bargaining unit employees shall each receive a lump sum payment of seven hundred and fifty dollars (\$750). Such lump sum payment shall be one time and not recurring, and will not be added to the employees' base pay, nor used for CalPERS retirement calculations.

C. Effective the first pay period following July 1, 2017, bargaining unit employees shall each receive a lump sum payment of seven hundred and fifty dollars (\$750). Such lump sum payment shall be one time and not recurring, and will not be added to the employees' base pay, nor used for CalPERS retirement calculations.

D. Effective the first pay period following January 1, 2018, the base salary of all bargaining unit employees shall be increased by a minimum of two percent (2%). However, bargaining unit employees shall receive base salary increases above two percent (2%) not to exceed four percent (4%) based on the BRI (Balanced Revenue Index) as follows: Base salary increases on January 1, 2018 will be based upon rate of growth in the total combined dollar amount of Property Taxes, the 1% Bradley Burns Sales Taxes and any City of Riverside voter approved portion of the Sales Tax, Utility Users Taxes, and the Transient Occupancy Taxes, for ~~{FY 2016-2017}~~ compared to ~~{FY 2015-2016}~~ with the rate of the wage increase equaling one half (i.e., 50%) of the year-over-year rate of growth.

Example: FY 2016 – 2017 = \$108 million revenues
FY 2015 – 2016 = \$100 million revenues

Percentage change = 8%
Employee raises - $8\% \times \frac{1}{2} = 4\%$ base salary increase

Or

Example: FY 2016 – 2017 = \$102 million revenues
FY 2015 – 2016 = \$100 million revenues

Percentage change = 2%
Employee raises - $2\% \times \frac{1}{2} = 1\%$ but would amount to 2% base salary
increase due to specified minimum
increase

Effective the first pay period following January 1, 2019, the base salary of all bargaining unit employees shall be increased by a minimum of three percent (3%). However, bargaining unit employees shall receive base salary increases above three percent

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(3%) not to exceed six percent (6%) based on the BRI (Balanced Revenue Index) as follows: Base salary increases on January 1, 2019 will be based upon rate of growth in the total combined dollar amount of Property Taxes, the 1% Bradley Burns Sales Taxes and any City of Riverside voter approved portion of the Sales Tax, Utility Users Taxes, and the Transient Occupancy Taxes, for ~~(FY 2017-2018)~~ compared to ~~(FY 2016-2017)~~ with the rate of the wage increase equaling one half (i.e., 50%) of the year-over-year rate of growth.

Example: FY 2017 – 2018 = \$112 million revenues
FY 2016 – 2017 = \$100 million revenues

Percentage change = 12%

Employee raises - $12\% \times \frac{1}{2} = 6\%$ base salary increase

Or

Example: FY 2017 – 2018 = \$103 million revenues
FY 2016 – 2017 = \$100 million revenues

Percentage change = 3%

Employee raises - $3\% \times \frac{1}{2} = 1.5\%$ but would amount to 3% base salary increase due to specified minimum increase

Effective the first pay period following January 1, 2020, the base salary of all bargaining unit employees shall be increased by a minimum of three percent (3%). However, bargaining unit employees shall receive base salary increases above three percent (3%) not to exceed five percent (5%) based on the BRI (Balanced Revenue Index) as follows: Base salary increases on January 1, 2020 will be based upon rate of growth in the total combined dollar amount of Property Taxes, the 1% Bradley Burns Sales Taxes and any City of Riverside voter approved portion of the Sales Tax, Utility Users Taxes, and the Transient Occupancy Taxes, for ~~(FY 2018-2019)~~ compared to ~~(FY 2017-2018)~~ with the rate of the wage increase equaling one half (i.e., 50%) of the year-over-year rate of growth.

Example: FY 2018 – 2019 = \$110 million revenues
FY 2017 – 2018 = \$100 million revenues

Percentage change = 10%

Employee raises - $10\% \times \frac{1}{2} = 5\%$ base salary increase

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Or

Example: FY 2018 – 2019 = \$103 million revenues
FY 2017 – 2018 = \$100 million revenues

Percentage change = 3%

Employee raises - $3\% \times \frac{1}{2} = 1.5\%$ but would amount to 3% base salary
increase due to specified minimum
increase

ARTICLE 6 BENEFIT PROVISIONS

Section 1 Health Insurance

A. During the term of this agreement the City shall make the following contributions for regular status employees toward the payment of premiums on group health insurance plans:

Effective the first paycheck in December 2016 for January 2017 premium, the following increases will be made to the monthly employer contributions for bargaining unit employees:

Employee Only Coverage: \$615 + \$30 (\$645)

Employee + One: \$875 + \$40 (\$915)

Employee + Family: \$1,100 + \$55 (\$1,155)

Effective the first paycheck in December 2017 for January 2018 premium, the following are the monthly employer contributions for bargaining unit employees:

Employee Only Coverage: \$645

Employee + One: \$915

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Employee + Family: \$1,155

Effective the first paycheck in December 2018 for January 2019 premiums, any increase in health insurance premiums will be divided equally between the City and employees. This provision shall not apply to individuals with employee only coverage until the premium exceeds the amount of the City's monthly contribution.

Effective the first paycheck in December 2019 for January 2020 premiums, any increase in health insurance premiums will be divided equally between the City and employees. This provision shall not apply to individuals with employee only coverage until the premium exceeds the amount of the City's monthly contribution.

- ~~1. The health contribution for employee + one (1) is \$755.00 per month. For employee + two (2) or more the contribution is \$935.00 per month. The contribution for single coverage is \$555.00 per month.~~
- ~~2. Effective the first payroll period in December 2013, the health contribution for employee + one (1) will increase by forty dollars (\$40.00) per month to seven hundred and ninety five dollars (\$795.00). For employee + two (2) or more the health contribution will increase by fifty five dollars (\$55.00) per month to nine hundred and ninety dollars (\$990.00). The contribution for single coverage is five hundred and fifty five dollars (\$555.00) per month.~~
- ~~3. Effective the first payroll period in December 2014, the health contribution for employee + one (1) will increase by forty dollars (\$40.00) per month to eight hundred and thirty five dollars (\$835.00). For employee + two (2) or more the health contribution will increase by fifty five dollars (\$55.00) per month to one thousand forty five dollars (\$1,045.00). The contribution for single coverage will increase by an additional thirty dollars (\$30.00) per month to five hundred and eighty five dollars (\$585.00) per month.~~
- ~~4. Effective the first payroll period in December 2015, the health contribution for employee + one (1) will increase by forty dollars (\$40.00) per month to eight hundred and seventy five dollars (\$875.00). For employee + two (2) or more the health contribution will increase by fifty five dollars (\$55.00) per month to one thousand one hundred dollars (\$1,100.00) per month. The contribution for single coverage will increase by an additional thirty dollars (\$30.00) per month to six hundred and fifteen dollars (\$615.00) per month.~~

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5. The parties shall meet and confer over any changes to the health benefits within the scope of bargaining as a result of the Affordable Care Act as established by Federal Law.
- B. The provision above does not apply to those pay periods when premium contributions are not made (i.e., the last payday in those months which contain three (3) paydays).
- C. The City guarantees that retiree insurance coverage will be offered during the term of the MOU, if available from the City's insurance carrier.

Section 2
Health Insurance Waiver Stipend

- A. The health insurance waiver stipend shall remain at \$2,000. Employees who can show proof of insurance shall receive a stipend of \$2,000 the last payroll period in November of each year. The same shall apply for the length of this agreement.
- B. Employees must be employed through the end of the last payroll period in November to qualify for this benefit.
- C. Current employees on payroll through November who did not work the entire 12-month period shall earn the stipend on a pro-rata basis.
- D. This can be paid into deferred compensation through payroll, not to exceed annual IRS deferred compensation limits.

Section 3
SEIU/City of Riverside Health Insurance Fund for General Unit Retirees

- A. The City established the SEIU/City of Riverside Fund for General Unit retirees in the amount of \$1,500,000. That amount to be prudently invested so that it draws or bears interest.
- B. Effective July 1, 2011, bargaining unit employees on paid status shall pay their own monthly contribution (.25% of total compensation) to the SEIU/City of Riverside Fund for Retirees through a bi-weekly payroll deduction.
- C. The principal of the Fund will be used to help pay premiums for group health insurance for employees who retire from bargaining unit classifications regardless of retirement date subject to the following conditions:

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1. The Fund shall contribute up to \$50 per month for full-time employees who retired on or before June 30, 1990.
2. The Fund shall contribute up to \$100 per month for full-time employees who retired after June 30, 1990.
3. Employees who did not work full time shall receive the stipend on a prorated basis, i.e., half-time employees shall receive half of the stipulated benefit and three-quarter time employees shall receive three-quarters of the stipulated benefit.
4. Notwithstanding the above amounts, in no event shall the contribution exceed the dollar amount being contributed to current employees at the employee only rate.
5. In order to be eligible, regardless of date of retirement, an employee must meet the following eligibility requirements:
 - a. Former employees who did not retire from the City of Riverside are not eligible for contributions from the fund.
 - b. An employee who receives a service retirement or a non-industrial disability retirement must have at least twenty (20) years service with the City of Riverside and must have retired from the City/General Unit.
 - c. Subject to the following provisions, an employee who receives a disability retirement will be eligible after years of active service plus years on disability retirement equal to twenty (20), provided that the disability retiree has served a minimum of five (5) years with the City of Riverside. Years of active service may include up to five (5) years of public agency service during which service the retirant was also eligible to be covered by the PERS retirement system. The SEIU/City advisory group (Medical Insurance Premium Supplement Committee) may make exceptions to the total years of service requirement for disability retirements in case of catastrophic injury or other compelling circumstances. In the event the advisory group is deadlocked on any such question, the matter shall be referred to the then chairperson of the City's Human Resources Board whose decision shall be final.
6. A retiree who is eligible for coverage under a different plan by virtue of his/her own employment or spousal employment is not eligible for such contributions during the period of such coverage, unless there is a cost to the individual retiree. If there is a cost to the retiree, the retiree may be eligible for payments under the

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conditions of C1 or C2, subject to approval of the joint Union/City advisory committee (Retiree Medical Premium Supplement Committee).

7. It is contemplated that retirees who are temporarily disqualified under paragraph 5 above may, at some time, no longer be ineligible under the criteria of said paragraph. In such event, if during the period of ineligibility they did not maintain coverage in a City-sponsored health program at their own expense, they may apply for readmission to a City-sponsored health insurance program for retirees. If the insurer won't let them back in and they qualify for and obtain an individual program of medical insurance, the City will make the appropriate contributions to them for so long as they remain insured and eligible. Neither the Union nor the City is a guarantor of readmission or admission to a City-sponsored health plan nor to any other health insurance plan.
8. The City will not be requested to augment this particular fund except as follows:
 - a. When the amount in the fund equals or is less than the equivalent of a one-half ($\frac{1}{2}$) of one percent (1%) salary increase for the bargaining unit, the Union may request that the remainder of the Fund be applied to the salary schedule; or in connection with the next negotiations, propose that a new Fund be established or that the amount in the Fund be increased.
 - b. If the trigger point has been reached (Fund equals one-half ($\frac{1}{2}$) of one percent (1%) salary increase and there is a significant chance the Fund may exhaust itself before expiration of the then current Memorandum of Understanding) the Union may request a reopener limited to the issues of retiree health insurance fund and salaries.
 - c. Unless otherwise negotiated with the Union.
9. Any current employee who retires relying in whole or in part upon the availability of this benefit is not entitled to a continuation of the benefit beyond the funded amount. The continuation of this benefit is subject to the negotiation process and may be terminated through negotiations or by exhaustion of the Fund amount. In such event, the retiree will have no further right or entitlement to a continuation of this benefit. The rights of employees who have retired as of the date of this agreement are subject to the same limitations and conditions.
10. By entering into this agreement neither the Union nor the City is guaranteeing that City-sponsored coverage will be available for persons who have retired prior to the effective date of this agreement. If City-sponsored coverage is not available for any such retiree, he/she will be entitled to apply the contribution in

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paragraph 1 to payment of premiums for another health insurance plan in which he/she is enrolled. This ~~section~~ Article 3, titled "SEIU/City of Riverside Fund for General Unit Health Insurance for Retirees," is subject to the savings and separability language of this Memorandum of Understanding and it is understood and agreed that voiding of one or more components of this program will automatically void the remaining components of the program.

11. A joint Union/City advisory committee (Medical Insurance Premium Supplement Committee) will review claims for contributions and decide disputed claims; and shall be provided with periodic reports as to the status of the Fund. The committee will consist of two (2) members appointed by the Union and two (2) members appointed by City Management. In the event of deadlock, the matters shall be referred to the then chairperson of the City's Human Resources Board whose decision shall be final.
12. The establishment of this Fund is based upon the principle that it is "governmental" and, therefore, exempt from ERISA. Any effort or enactment to bring this Fund under ERISA will cause the immediate dissolution of the Fund with one-half (½) the remaining principal to be distributed in equal lump sums to the participating members and one-half (½) to revert to the City.
13. City's obligation is limited to contributions; it is not a guarantee of coverage. The City reserves the right to provide alternate plans and carriers, including a plan geared specifically for retirees.
14. If a member leaves the General Unit and then returns, that employee, if otherwise qualified, must have been back in the General Unit for a period of at least two (2) years prior to retiring from the City/General Unit in order to qualify for this General Unit benefit.

Within ninety (90) days following City Council approval of this MOU, a committee comprised of three (3) Union and three (3) City representatives shall review and study the SEIU/City of Riverside Health Insurance Fund for Retirees (Fund) (Art. 6, Section 3) and make recommendations regarding the continuation of the Fund. Any changes to the Fund as recommended by this committee shall be subject to ratification by the bargaining unit before implementation.

General Unit

Section 4 Dental Insurance

During the term of this agreement the City shall make the following maximum contributions, if needed, for eligible unit members and their qualified dependents, if any, toward the payment of premiums on a group dental insurance plan:

1. Total City contribution to remain at \$45.00 per month (which became effective in December 2005) and continue throughout the life of this agreement.
2. The above provision does not apply to those pay periods when premium contributions are not made (i.e., the last payday in those months which contain three (3) paydays).

Section 5 Life Insurance

The City shall provide for affected employees a ten thousand dollar (\$10,000.00) life insurance plan plus a one thousand dollar (\$1,000.00) term life insurance.

The current one thousand dollar (\$1,000.00) paid-up life policy will be replaced by a one thousand dollar (\$1,000.00) term life insurance policy; nothing herein shall alter the legal interest, vested in employees under the previously paid-up life insurance policies.

Section 6 Industrial Accident Pay

The sum provided by the City shall not exceed eighty percent (80%) of the employee's regular salary exclusive of shift differential, if any.

Section 7 State Disability Insurance

The City's annual (calendar year) contribution shall not exceed one hundred thirty-six dollars (\$136.00) toward the payment of premiums on State Disability Insurance (SDI).

SDI Overpayment. The parties recognize that some unit members have additional employment with SDI employers; in such event, the employee may endorse to the City of Riverside an SDI check which reflects employment elsewhere. This may result in an overpayment to the City of Riverside out of proportion to the City's contribution and time worked for the City. In such case, the City will reimburse the employee for the difference between the amount attributable to the City of Riverside employment and the amount attributable, if any, to outside employment.

General Unit

Section 8 Deferred Compensation

The City shall make available to bargaining unit~~affected~~ employees its deferred compensation program.

ARTICLE 7 RETIREMENT

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS) and there are three (3) tiers depending on date of hire which define the various retirement levels for the member's retirement formula, final compensation calculation and employee contribution/cost sharing as follows:

A. Tier 1 - Employees hired prior to June 7, 2011

The retirement formula is 2.7% at (55) years of age. Final compensation is calculated as the average of the single highest year based on the highest twelve (12) consecutive months.

~~—Effective as soon as practicable after final ratification of this MOU by the City Council, represented employees in Retirement Tier 1 will contribute a total of two percent (2%) into their PERS pension plan. The City shall pay the remaining Employer Paid Member Contribution (EPMC) which is six percent (6%) of compensation. Said PERS pickup shall be reported to CalPERS as pensionable compensation. The EPMC shall not be considered as base salary but shall be considered employer-contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.~~

~~—Effective July 1, 2014, represented employees in Retirement Tier 1 will contribute an additional two percent (2%) for a total of four percent (4%) of compensation into their pension plan. The City shall pay the remaining EPMC which is four percent (4%) of compensation. Said PERS pickup shall be reported to CalPERS as pensionable compensation. The EPMC shall not be considered as base salary but shall be considered employer-contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.~~

~~Effective July 1, 2015, represented employees in Retirement Tier 1 will contribute an additional two percent (2%) for a total of six percent (6%) of compensation into their pension plan. The City shall pay the remaining EPMC which is two percent (2%) of compensation. Said PERS pickup shall be reported to CalPERS as pensionable~~

General Unit

~~compensation. The EPMC shall not be considered as base salary but shall be considered employer-contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.~~

Starting with the pay period beginning July 1, 2016, the amount of SEIU EPMC share contributed by SEIU represented employees will be calculated based off of pensionable compensation that excludes the City EPMC share per the August 2016 Settlement Agreement.

Effective January 1, 2019, represented employees in Retirement Tier 1 will contribute an additional one percent (1%) for a maximum of seven percent (7%) of pensionable compensation into their CalPERS pension plan. Tier 1 employee contributions into their CalPERS pension plan shall not exceed seven percent (7%) and shall not include the City's Employer Paid Member Contribution (EPMC) share. The City shall pay the remaining EPMC which is one percent (1%) of total wages earned. Said CalPERS pickup shall be reported to CalPERS as pensionable compensation. The EPMC shall not be considered as base salary but shall be considered employer-contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.

Effective January 1, 2020, represented employees in Retirement Tier 1 will contribute an additional one percent (1%) for a maximum of eight percent (8%) of pensionable compensation into their pension plan. Tier 1 employee contributions into their CalPERS pension plan shall not exceed eight percent (8%) and shall not include the City's share of the retirement contribution. The City shall not pay an EPMC for Retirement Tier 1 employees.

B. SAFETY RETIREMENT MEMBERS (Tier 1) — Employees in the Fire Safety Inspector II position hired prior to June 30, 1991

Members in this tier are in the City of Riverside safety retirement group. The retirement formula is 3% at 50 years of age and the final compensation is calculated as the average of the single highest year based on the highest twelve (12) consecutive months.

~~— Effective as soon as practicable after final ratification of this MOU by the City Council, represented employees in the Safety Retirement Tier 1 will contribute a total of two percent (2%) into their PERS pension plan. The City shall pay the remaining employer paid member contribution (EPMC) which is seven percent (7%) of compensation. Said PERS pickup shall be reported to CalPERS as pensionable~~

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General Unit

~~compensation. The EPMC shall not be considered as base salary but shall be considered employer-contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.~~

~~—Effective July 1, 2014, represented employees in Safety Retirement Tier 1 will contribute an additional two percent (2%) for a total of four percent (4%) of compensation into their pension plan. The City shall pay the remaining EPMC which is five percent (5%) of compensation. Said PERS pickup shall be reported to CalPERS as pensionable compensation. The EPMC shall not be considered as base salary but shall be considered employer-contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.~~

~~Effective July 1, 2015, represented employees in Safety Retirement Tier 1 will contribute an additional two percent (2%) for a total of six percent (6%) of compensation into their pension plan. The City shall pay the remaining EPMC which is three percent (3%) of compensation. Said PERS pickup shall be reported to CalPERS as pensionable compensation. The EPMC shall not be considered as base salary but shall be considered employer-contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.~~

Starting with the pay period beginning July 1, 2016, the amount of SEIU EPMC share contributed by SEIU represented employees will be calculated based off of pensionable compensation that excludes the City EPMC share per the August 2016 Settlement Agreement.

Effective January 1, 2019, represented employees in Safety Retirement Tier 1 will contribute an additional one percent (1%) for a maximum of seven percent (7%) of pensionable compensation into their CalPERS pension plan. Safety Retirement Tier 1 employee contributions into their CalPERS pension plan shall not exceed seven percent (7%) and shall not include the City's EPMC share. The City shall pay the remaining EPMC which is two percent (2%) of total wages earned. Said CalPERS pickup shall be reported to CalPERS as pensionable compensation. The EPMC shall not be considered as base salary but shall be considered employer-contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.

Effective January 1, 2020, represented employees in Safety Retirement Tier 1 will contribute an additional one percent (1%) for a maximum of eight percent (8%) of pensionable compensation into their pension plan. Safety Retirement Tier 1 employee contributions into their CalPERS pension plan shall not exceed eight percent (8%) and shall not include the City's share of the retirement contribution. The City shall pay the remaining EPMC which is one percent (1%) of total wages earned. Said CalPERS pickup shall be reported to CalPERS as pensionable

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compensation. The EPMC shall not be considered as base salary but shall be considered employer-contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.

C. Tier 2 – All employees hired on or after June 7, 2011, but prior to January 1, 2013, or employees hired by the City on and after January 1, 2013, who are laterals from another PERSCalPERS agency or an agency whose retirement system has reciprocity with PERSCalPERS, within six (6) months

The retirement formula for bargaining unit members in this tier is 2.7% at 55 years of age. Employees pay the entire EPMC, which is eight percent (8%) of compensation.

Final Compensation Calculation

1. Final compensation for employees in this tier who are hired on or after June 7, 2011, but prior to December 16, 2011, is calculated as the average of the single highest year based on the highest year based on the highest twelve (12) consecutive months.
2. Final compensation for employees in this tier who are hired on or after December 16, 2011, is calculated as the average of the three (3) highest years.

D. Tier 3 - Employees hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as new PERSCalPERS members

The retirement formula is two percent (2%) at 62 years of age. Final compensation is calculated as the average of the three (3) highest years.

Employees in Tier 3 pay fifty percent (50%) of the normal cost to PERSCalPERS which is currently seven percent (7%) of compensation.

New Member Definition:

A new member is defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) as any of the following:

General Unit

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system;
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system;
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six (6) months.

Note: CalPERS refers to all members that do not fit within the definition of a new member as “classic members.”

**ARTICLE 8
OVERTIME AND PREMIUM PAY**

**Section 1
Shift Differential**

- A. Employees working the swing shift (any regularly scheduled eight (8) hour shift which begins between the hours of 3:00 P.M. and 10:00 P.M., or any regularly scheduled nine (9) or ten (10) hour shift which begins between the hours of 2:00 P.M. and midnight), and those employees working graveyard shift (any regularly scheduled eight (8) hour, nine (9) hour or ten (10) hour shift which begins between the hours of 10:00 P.M. and 3:00 A.M.) shall be eligible for the applicable swing or graveyard shift differential. Employees shall be eligible for Swing Shift and Graveyard Shift Differential for shifts starting at 11:00 A.M. or later, with the differentials to apply only to those hours actually worked during Swing Shift or Graveyard Shift.
- B. The following shift differentials shall apply to general unit employees regularly scheduled to work swing and graveyard shifts:

1. Effective upon City Council approval of this 2016 – 2020 MOU~~August 2006~~

Swing Shift
\$~~1.65~~50 per hr.

Graveyard Shift
\$~~2.00~~1.75 per hr.

An employee's normal shift differential shall not increase or decrease as a result of overtime assignments.

General Unit

Section 2 Bilingual Pay

- A. Subject to approval by the City Manager, a department head may designate certain positions as requiring the regular use of a second language in contacts with the public. The department head's request for a position to be designated as bilingual is forwarded to the Human Resources Department for further review of the request. Once the City Manager approves of the designation, the employee is evaluated and certified as to proficiency in a second language.

The term "bilingual" also includes sign language. Bilingual pay is a special monthly salary premium that is added to the hourly rate of employees.

- B. The following stipend shall be paid to bilingual or sign language positions designated pursuant to City Human Resources Policy V-16: \$75.00 per month.

Section 3 Salary Differential

- A. A temporary five percent (5%) increase shall be given to all employees in the General Unit, other than those in entry level positions, who have been temporarily assigned to a higher level position, which temporary increase shall be effective beginning the first full workday of each assignment; provided, however, that such temporary increase shall not be given in the case of vacation relief. Acting assignments will not be rotated for the purpose of avoiding compensation under this section. An employee who has been temporarily assigned to a higher level position for eighteen (18) months shall be promoted to the higher level classification where there is no incumbent; where the assigned employee meets the minimum qualifications of the position; and a budgeted higher-level vacant position is available. Employees assigned to a higher level position as of the ratification of this 2016 – 2020 agreement shall have all time served in such position count toward the eighteen (18) month requirement.
- B. After investigation and approval by the City Manager, one (1) additional salary step shall be assigned to persons found to possess as a regular assignment such additional duties and responsibilities or whose positions entail certain hazards as to warrant this salary step over the base class; which additional salary step shall be limited to the following:
1. Any position designated as Crew Leader and not so indicated in the salary plan.

General Unit

- ~~2. Park Maintenance Worker II regularly assigned rose garden or bowling green activities.~~
 3. Public Safety Dispatcher regularly assigned to dispatcher training.
 - ~~4. Custodian regularly assigned the responsibility to open City Hall and to coordinate the special setup projects at the City Hall.~~
 5. Plan Check Engineers assigned the responsibility of checking structural building plans.
- C. After investigation and approval by the City Manager, one (1) additional salary step shall be assigned to persons found to possess additional duties and responsibilities or whose positions entail certain hazards as to warrant this salary step over the base class during the time that the employee is actually performing the duties; which additional salary step shall be limited to the following:
1. Any bargaining unit employee~~Field Maintenance Worker~~ who retains and possesses a Class "A" Drivers License ~~but only during the actual working time when the employee and who~~ is required to utilize the Class "A" Drivers License, where use of the Class "A" Drivers License is not required by the job description.
 2. The ~~Field Maintenance Worker~~ Wastewater Collection Systems Technician I/II who operates the TV camera truck; in the event this employee is reclassified upward this differential shall not apply.

**Section 4
Lead Pay**

A temporary five percent (5%) pay increase shall be given to employees during periods when employees are temporarily assigned by a supervisor to assume lead duties.

**Section 5
Graveyard (Night Shift) Overtime**

Any employee who works overtime between the hours 12:00 midnight and 7:00 a.m. shall be compensated at the rate of two (2) times his hourly rate for the hours so worked. This provision excludes all employees who work these hours on a regular

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scheduled shift. Should an employee who normally works this shift work it on a day off, they shall be entitled to this provision.

**Section 6
Overtime Calculation**

- A. All overtime must be authorized and approved by the City.
- B. Overtime compensation shall be at the rate of one and one-half (1½) times or double time for any employee who works overtime between the hours of 12:00 midnight and 7:00 a.m. Employees will be paid at the appropriate overtime rate for all hours assigned, authorized and actually worked in excess of eight (8) hours per day and forty (40) hours in a work week. "Hours worked" for overtime calculation will ~~not~~ include any sick leave hours taken during the work week; ~~however, as well as~~ approved holiday, vacation, and compensatory time ~~shall be counted as hours worked.~~
- C. Alternate work schedules, regardless of the number of hours worked per day, are all on a forty (40) hour defined work week, to satisfy both state and federal laws defining work weeks. This defined work week is determined by dividing one of the employees work days to ensure that the hours equal forty (40) per work week.

All hours assigned, authorized and actually worked in excess of an employee's regularly assigned hours in any workday and forty (40) hours in a work week shall be paid for at one and one-half (1½) times or double time for any employee who works overtime between the hours of 12:00 midnight and 7:00 A.M. Employees will be paid at the appropriate overtime rate for all hours assigned, authorized and actually worked in excess of regular hours per day and forty (40) hours in a work week. "Hours worked" for overtime calculation will ~~not~~ include any sick leave hours taken during the work week; ~~however, as well as~~ approved holiday, vacation, and compensatory time ~~shall be counted as hours worked.~~

- D. -The parties recognize that the over-use of overtime throughout the City is causing disruption to the work place environment which the City intends to address. Either party may request to reopen Article 8, section 6 to meet and confer eighteen (18) months following ratification of this MOU regarding overtime issues.

Section 7

Standby Pay

General Unit

When an employee, at the direction of the department head or designee, is called to be on standby duty, such employee is required to remain in the immediate area and is available to receive and respond to calls for emergency service. This time shall be a period of time other than the employee's regularly scheduled working time.

- Employee shall be compensated at the rate of four (4) hours of regular hourly pay for each continuous twenty four (24) hours on call.
- Employee shall be compensated at the rate of two (2) hours of regular hourly pay fFrom the end of a regular scheduled daily work shift to the beginning of the next day's regularly scheduled work shift ~~shall receive compensation equivalent to two (2) hours of regular hourly pay.~~

Standby periods for holidays, holiday weekends, and non-holiday weekends shall commence at the end of the regular business operation workday immediately preceding the holiday or weekend and conclude at the start of shift of the next regular business day.

ARTICLE 9 RECLASSIFICATION

Section 1 Reclassification / Salary Studies

Whenever the City changes job descriptions, creates a new job description, or creates new classifications affecting the Union, it will notify the Union in writing at least two (2) weeks before the change is to be effective. The Union may, within ten (10) working days, request meeting and conferring over the applicable wage rate. If the Union makes a timely request, any wage adjustment will be retroactive to the date of implementing the change. If the Union makes no timely request, it must wait until a contractual wage reopener. This paragraph shall not operate to delay implementation of changes.

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The union is recognized as the exclusive bargaining representative for job classifications in the general unit concerning wages, hour and working conditions in the City of Riverside. Notwithstanding the Union's role as exclusive bargaining representative, the City reserves all management rights and prerogatives as set forth in the Employer-Employee Relations Resolution as adopted by the City Council on August 9, 1983. Parties to meet and consult over substantive changes in working conditions.

- A. Sewer Division: Upon City Council approval of this 2016 - 2020 MOU, the City shall conduct a classification and compensation study of bargaining unit classifications in the Sewer Division. As soon as practicable after City Council approval of this 2016 - 2020 MOU, the City and the Union shall meet and confer on the methodology, parameters, classifications, cities, and any and all subjects related to the development of the classification and compensation study of Sewer Division classifications. The City will finalize the classification and compensation study within 6 months of the City and the union reaching a consensus on the study's parameters. The 6-month timeline can be extended by mutual agreement of the parties. The parties agree no bargaining unit employees shall suffer a loss in wages or benefits as a result of this study.

- B. The City and the Union shall meet in good faith regarding a classification and compensation study of all bargaining unit classifications beginning 2018 with the goal of completing the study of no later than the final year of the MOU. Any implementation of any results of such study shall be only by mutual agreement of the parties. The parties agree no bargaining unit employees shall suffer a loss in wages or benefits as a result of this study.

Section 2
Reclassification

- A. If a position is reclassified to a classification in which the salary range is higher and it is administratively determined that the incumbent meets the minimum qualifications and selection requirements of the classification and is, in fact, performing the full range of duties and responsibilities of that position, the incumbent of the position shall be entitled to a salary increase which shall advance such employee to the closest step within the new range that would provide a five percent (5%) salary increase.

General Unit

- B. There shall be at least a five percent (5%) increase for employees who are reclassified upward.

**ARTICLE 10
HOURS OF WORK**

**Section 1
Hours**

- A. **WORK SCHEDULES:** Flexible work schedules may be provided to unit employees. The City's intent regarding the flexible work schedules is for use wherever feasible and to enable as many employees currently on flex schedule to remain on a flexible work schedule. Any existing schedules that need to be ended may only be ended based on operational needs of the department. Available schedules may include the 9/80, 4/10, 3/12, and traditional 5/8 scheduling options. Employees on flex schedules will accrue time in the same manner as 5/8 schedule (same number of hours per year). Time off will be charged based on the schedule worked (i.e., 10 hours of vacation charged for each vacation day on a 4/10 schedule).

The availability of flexible schedules will be determined by the department head with the approval of the City Manager. Such requests shall not be unreasonably denied. Every effort shall be made to honor flexible work schedules for those employees currently on them. Any movement of employees to and from modified work weeks shall be done in accordance with City Policy II-4, "Hours of Work." Updates to Policy subject to meet and confer.

1. Alternative work schedules such as 4/10 or 9/80 need not provide for three (3) consecutive days off, subject to the following conditions:
 - a. The City will first seek volunteers for days off other than Friday or Monday;
 - b. Such volunteers may select available days off on the basis of seniority;
 - c. If there are not enough volunteers the City shall assign the balance of employees based on inverse order of seniority.
- B. **SHIFT CHANGES:** Except as specifically provided for elsewhere in this agreement, for the term of the MOU the City will not change shift schedules by more than one-half (½) hour without first notifying the Union and providing it with an opportunity to meet and confer. This does not preclude changes in shift assignments, unless otherwise specifically provided elsewhere in this agreement.

General Unit

C. OPERATOR SHIFTS AT WASTEWATER TREATMENT PLANT AND SPECIAL TRANSPORTATION: The following policies regarding shift assignments for operators at the wastewater treatment plant, minibus drivers and minibus driver/schedulers at the Special Transportation Unit shall be implemented in accordance with current practices:

1. Shifts shall be assigned by seniority basis as follows:
 - a. Seniority for shift bidding shall be defined by the date on which the employee was assigned to the classifications listed above in a probationary or permanent status. The employee with the earlier date of assignment in the classification has the highest seniority.
 - b. Bidding for shifts shall be done by seniority once every six (6) months as follows:
 - 1) A memo shall be given to each employee at least one (1) month prior to shift bidding informing the employee of when shift bidding will start and when shift changes shall be implemented. Included in the memo shall be a list of all employees in each classification in seniority order.
 - 2) Shift bidding will start when a list of all employees in seniority order and a list of all shifts for employees are posted in a clearly visible and accessible place. The person with the most seniority shall fill in his/her choice first, and then cross off his/her name on the seniority list and initial the list next to his/her name. The person with the second most seniority shall do likewise, and then the person with the third most seniority shall do likewise, etc., until the person with the least seniority fills in the last remaining shift opening.
 - (a) In the event that an employee is on vacation during shift bidding, such employee shall give a list of his/her shift preferences to their supervisor, who shall choose the appropriate shift for the employee on vacation when that employee's shift bidding turn comes up.
 - 3) Two (2) weeks prior to implementation of shift changes, a memo shall be given to each employee with a list verifying what shift each employee has chosen.
2. Employees who work in the Wastewater Treatment Plant may have their shifts assignments temporarily reassigned by the department for the purpose of training on new equipment and/or to attend special safety trainings. The length of

General Unit

such reassignments shall not exceed six (6) months. However, if the need arises to extend the reassignment for a longer period of time the matter shall be discussed in a departmental labor management committee.

- D. **COMPENSATORY TIME:** Effective January 1999, employees may accrue up to one hundred twenty (120) hours compensatory time. The City will pay off the compensatory time balances in excess of forty-two (42) hours once each November. Compensatory time pay off can be paid into deferred compensation through payroll, not to exceed annual IRS deferred compensation limits.
- E. **REST PERIOD:** In the event a bargaining unit employee is called back to work following the end of his regularly scheduled shift, and proceeds to work more than six consecutive overtime hours, said employee shall then be entitled to a ten-hour rest period without compensation upon completion of assignment. Regularly scheduled lunch periods are not to be considered a part of this rest period. In the event the ten-hour rest period extends into the employee's next regularly scheduled shift, the employee shall suffer no loss of pay thereby. As far as is practicable, employees who have earned a rest period as stipulated in this section should be relieved at the start of their regular shift in order to take such rest period.

In the event of an emergency, the City may recall an employee during said rest period, but upon conclusion of the emergency, the employee shall be entitled to resume such rest period.

**Section 2
Part-Time Employees**

The City will extend health insurance, dental insurance, vacation, holidays, and State Disability Insurance to those permanent part-time employees regularly assigned to work between thirty (30) and thirty-nine (39) hours per week at a rate equal to three-fourths ($\frac{3}{4}$) of that received by permanent full-time employees. Those regular part-time employees assigned to work between twenty (20) to twenty-nine (29) hours per week at a rate equal to one-half the regular, full-time entitlement.

**Section 3
Clean-up Time**

Reasonable clean-up time, up to thirty (30) minutes, shall be provided for field employees performing duties requiring wash-up, changing clothes, etc.

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**Section 4
Working Lunch**

Employees on an approved working lunch schedule are only required to work eight (8), nine (9), or ten (10) hours, depending on their work schedule. Any employee working in excess of their assigned shift who has had a working lunch shall receive appropriate overtime for their classification.

**ARTICLE 11
VACATION**

A. The vacation schedule for general unit employees reflects the following vacation accrual:

<u>Continuous Years of Service</u>	<u>Vacation Hours Earned Per Year</u>
0-5	80
6-10	120
11+	160

1. Vacation Accumulation. The City's two-year maximum vacation accumulation policy will be enforced by scheduling vacations to eliminate the excess accumulation. The City will schedule excess vacation between January 1 and March 1; if the City is unable to do so, it will pay the employee for the excess; if, in the preceding year, management has rejected three (3) separate written vacation requests and excess vacation remains, then, as of January 1, the employee has the option of requesting schedule of the excess between January 1 and March 1 or of receiving pay therefore.
2. Vacation Incentive. In January of each year, every unit member with more than fifteen (15) years of service who used less than forty eight (48) hours of sick leave in the preceding calendar year, may, at his or her discretion, have forty (40) hours transferred from his/her sick leave account to the employee's vacation balance.

B. Exception Requests: Effective every January during the term of the MOU, bargaining unit employees' requests for up to two (2) days off per calendar year shall not be denied if requested at least two (2) weeks in advance, and if minimum staffing levels are met on the requested date. Employees must use vacation or comp time for the requested time off. -Any unused exception days shall not rollover to the next calendar year.

General Unit

ARTICLE 12 SICK LEAVE

Employees hired on or after August 7, 1990 will earn no more than four (4) hours sick leave per month for the first two (2) years of employment.

1. Sick leave shall be allowed only for actual illness or for an injury not arising out of and in the course of employment. If sick leave on account of illness or injury exceeds three (3) working days, the employee, prior to return to work, shall submit a statement of such disability from a physician, surgeon or other person practicing a recognized healing art certified by the state; the statement shall certify that the employee's physical condition prevented the employee from performing the duties of said employee's position during the period of absence. Persons regularly employed between twenty (20) and twenty-nine (29) hours per week shall be entitled to receive sick leave benefits at one-half the regular rate and person regularly employed between thirty (30) and thirty-nine hours per week shall be entitled to receive sick leave benefits at three-fourths ($\frac{3}{4}$) the regular rate.
2. The City agrees that, except in cases of time-off as a result of an industrial injury, accrued compensatory, vacation, or holiday time may be used for extended absence because of a prolonged and continuing illness and/or medical treatment after sick leave has been exhausted. Under no circumstances shall this provision apply to occasional day-to-day absences.
3. If in the opinion of supervision it appears an employee may be establishing a pattern of abuse of sick leave, a statement establishing the need for sick leave from a physician, surgeon or other person practicing a recognized healing art, certified by the State, may be required as a condition of payment while on such sick leave. This statement may be required at any time during the course of an employee's sick leave.
4. A doctor's certificate may be required in the case of sick leave family illnesses in excess of three (3) days.
5. Upon death, retirement, or disability retirement, employees with five-fourteen (5–14) years of service shall receive 25% of compensation for unused sick leave. Employees with fifteen (15) or more years of service shall receive 50% compensation for unused sick leave.

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ARTICLE 13 HOLIDAYS

~~—~~A. Lincoln Day and Washington's birthday holidays have been consolidated into one holiday titled "President's Day" to be observed as a paid holiday on the third (3rd) Monday in February.

~~—~~B. For employees working on a 4/10, 9/80 or 3/12 plan, holidays shall be paid ~~at the rate of eight (8) hours per holiday.~~ equivalent to the employees' regularly scheduled work hours (i.e. 10 hours of holiday pay for 10-hour shift). ~~When a holiday occurs on a working day, the employee is encouraged to use available vacation or compensatory time off for the additional two (2) hour period; as an alternative the employee may elect to:~~

~~—~~1. ~~Work an additional two (2) hours during the same workweek. The additional time worked will not be paid at the overtime rate.~~

~~2. Accept eight (8) hours pay for the holiday; the additional two (2) hours absence will be without pay; however, the absence without pay will not adversely impact merit increases or accrual of seniority.~~

1.3. When the holiday falls on the employee's normal day off, the employee may elect to take either the working day before or the working day after the holiday off subject to the same options listed above. Employee's choice of day off must be approved by management at least two (2) weeks prior to the holiday. In appropriate circumstances management may require a group of employees to decide by majority vote so that all employees in an appropriate grouping will utilize the same day off. If employees are not able to use alternative days off due to work coverage issues, such employees may instead elect to receive regular straight time pay or to bank compensatory time at their straight time rate.

24. Employees working on the 9/80 plan are governed by the same terms and conditions outlined above ~~except that where applicable the term "one (1) hour" shall be substituted for the term "two (2) hours."~~

C. Authorized holidays are as follows:

January 1st — New Year's Day

Third Monday in January — Martin Luther King Day

Third Monday in February — President's Day

Cesar Chavez Day – Last Monday in March (effective beginning 2019)

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Last Monday in May — Memorial Day
July 4th — Independence Day
First Monday in September — Labor Day
Second Monday in October — Columbus Day
November 11th — Veteran's Day
Fourth Thursday in November — Thanksgiving Day
The day following Thanksgiving Day
December 25th — Christmas Day

~~D. If the Federal government declares Cesar Chavez's birthday a federal holiday, the City and SEIU agree to re-open negotiations on this issue.~~

DE. The provisions of state law making every day on which an election is held throughout the state a state holiday shall not apply or create a holiday.

EF. If an authorized holiday falls on a Sunday, the following Monday shall be treated as the holiday. If an authorized holiday falls on a Saturday, the preceding Friday shall be treated as the holiday. If a holiday falls on an employee's regular day off, said employee shall receive one (1) day additional regular compensation or the employee shall receive one (1) day of compensatory time off with the approval of the department head.

EG. All permanent full-time employees shall be allowed leave of absence with pay for every authorized holiday. Temporary, seasonal and less than half-time employees are not eligible for paid holidays. Persons regularly employed between twenty (20) and twenty-nine (29) hours per week are eligible for holiday pay at one-half ($\frac{1}{2}$) the regular rate. Persons regularly employed between thirty (30) and thirty-nine (39) hours per week are eligible for holiday pay at three-fourths ($\frac{3}{4}$) the regular rate.

ARTICLE 14 JURY DUTY

Paid leave for jury duty for eligible bargaining unit members shall be implemented pursuant to the City's Fringe Benefit and Salary Resolution (FBSR) as of November 2012, with the following additions:

1. Grounds for exception to the work reporting requirement (one hour or more at beginning or ending of shift) shall include, among others, extended travel time or the need to change work clothing.

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2. For those employees working graveyard and swing shift, or other shifts starting at an early or late hour (i.e. 5:00 A.M. or 9:00 P.M.) management will reschedule the employee to a day shift with a start time ranging between 7:00 A.M. to 9:00 A.M.

**ARTICLE 15
PROMOTIONS**

**Section 1
Promotions**

For promotions within the bargaining unit, the City shall first consider qualified employee applicants; the City will select the applicant who, in the City's judgment and discretion, is best qualified by virtue of skills, abilities, experience and other qualifications as defined in the job description and/or outlined in the City's posting for vacancy; internal candidates will be screened for minimum qualifications only. In the event of a tie between two or more competing applicants, the employee with the greatest City seniority shall be selected. External candidates may be screened for additional highly desired criteria. The City reserves the right to hire from outside the City if it is not satisfied with the qualifications of the internal applicants. The City will first offer interviews to the most qualified internal applicants.

**Section 2
Park Personnel Promotions**

Maintenance Worker I's will be promoted to Park Maintenance Worker II after completing ~~three two~~ (32) years of satisfactory service as a Maintenance Worker I in the Park and Recreation Department. Maintenance Worker I's shall be credited for all time worked toward the three (3) year qualification as of ratification of this 2016 – 2020 MOU.

**ARTICLE 16
TRAINING**

The City and the Union agree to work together to identify specific training needs for General Unit members and recommend training programs to meet the objectives identified through the Labor Management Committee. Any training programs agreed upon shall be implemented, subject to the City's budgeted funding.

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ARTICLE 17
CITY-WIDE LABOR / MANAGEMENT COMMITTEE

- A. The City and the Union will maintain a Labor/Management Committee (LMC) comprised of eight (8) members. The City's team shall consist of representatives from the Human Resources Department and various other departments. The Union shall provide four (4) members to sit on its committee, at least three (3) of which must be employees of the City. Additional department and employee representatives may participate on the committee to deal with departmental matters which may be addressed. This committee shall meet at least quarterly to discuss matters of concern to both management and the Union and a written summary of each meeting shall be jointly prepared by the City and the Union. The committee shall have the authority to agree upon appropriate resolution of problems brought to its attention and affecting day-to-day concerns at both the City and the Union. In so doing, the committee shall be authorized to schedule meetings more frequently than the quarterly ones required herein in order to expeditiously respond to concerns properly before the committee. Incidental economic matters may be discussed in the labor/management process.
- B. The departmental operational issues are to be raised at the Departmental Labor/Management meetings. Any concerns that have not been resolved at the Departmental Labor/Management meeting shall be forwarded to the City-Wide Labor/Management Committee for resolution.
- C. Within thirty (30) days of the beginning of the fiscal year the City and the Union shall establish dates for the quarterly City-wide LMC meetings.
- D. A mutually agreed upon agenda for the labor management meeting should be provided no less than one (1) week in advance of the meeting.

ARTICLE 18
LABOR/MANAGEMENT SAFETY COMMITTEE

A labor management safety committee will be established to constructively address safety issues, communication and needs within the City. Membership and other parameters are discussed below:

Elements that must be put into place prior to actual organization of committee:

- 1. Management Commitment
 - a. Awareness and understanding of need

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- b. Enables compliance
- c. Requires resources be made available to enact upon recommendations made by committee (budget and staffing; upper and mid-level management support)
- d. Training of committee members
- e. Time to perform committee functions
- f. Authority provided to implement recommendations

2. Labor Commitment

- a. Motivation to participate
- b. Dedication to task(s)
- c. Responsible for activity

How these elements are agreed to and how accountability is determined are critical to ensure effective implementation. This is open for discussion. The exclusion of or abridgement of any one element will create a dysfunctional group, e.g. committee unable to implement given recommendation due to lack of funding to purchase; train; etc., can with repetition create apathy and cause committee to be a shell with no substance. City Risk Manager and Member are Co-Chairs.

3. Membership for all units:

<u>Title</u>	<u>Role</u>	
Safety Officer or designee	Advisor	
Risk Manager	Co-Chair	
Workers' Comp Representative	Advisor	
Management Representative	Member	** At least one Mgmt Rep must have purchase authority.
Management Representative	Member	
Management Representative	Member	
Labor Representative	Co-Chair	** At least one Labor Rep from each bargaining unit. Larger bargaining units may have more staff based on size of their membership; one member for every 250 members, not to exceed 3 members.

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Labor Representative	Member	Functions could be represented by a single person, e.g. admin staff.
Labor Representative	Member	
Labor Representative	Member	
Labor Representative	Member	
Labor Representative	Member	
Labor Representative	Member	
Labor Representative	Member	
Labor Representative	Member	

** Safety coordinators could be used until committee established.

Ratio should be Mgmt= $\frac{1}{3}$ of Labor representation.

All members have voting rights.

Members elect scribe.

Members should be rotated on a staggered basis after first year.

OSHA states that the establishment of a safety & health committee meets one of the requirements for employee safety communication. The following methods are designated to aid in a continued flow of safety-related information to employees:

- a. Meets on a semi-annual basis or as needed.
- b. Terms on committee shall be for two (2) years. Elected/appointed representatives may serve no more than two consecutive terms. Staggered appointments shall be implemented with initial appointments for part of the committee to be for three (3) years, thereafter, all appointments shall be for two (2) years.
- c. Prepares written records of meetings.
- d. Reviews results on periodic scheduled inspections (looks for closure on action items; degree of hazard of inspection items).**
- e. Reviews mishap/injury investigations and exposures and makes recommendations to management for prevention of future incidents.**
- f. Reviews investigations of alleged hazardous conditions.**
- g. Reviews employee safety suggestions and submit recommendations to assist in the evaluation/implementation of suggestion.

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- h. Review activity levels of units for recommendations for safety recognition program.
- i. Identify and make recommendations for implementation of safety awareness programs.
- j. The focus of the committee in the above shall be for the constructive benefit of the City of Riverside and committee members and those who bring information to the committee shall not be subject to reprisal for sharing concerns or bringing issues to the committee. Members are encouraged to bring matters up in a diplomatic manner and in the spirit of cooperative solution development.

The committee will look for causal factors and/or conditions that contributed to a mishap/injury, but will not make recommendations for any policy enforcement action (discipline). The focus is to identify ways to prevent recurrence, e.g. training, materials and/or equipment, and supervision.

**ARTICLE 19
ACCIDENT REVIEW BOARD**

- A. An employee chosen by the Union shall be a member of the review committee.
- B. An alternate shall also be appointed and participate in the Accident Review Board process when the primary committee member is unavailable to attend.

**ARTICLE 20
REDUCTION IN WORKFORCE**

**Section 1
Contracting Provisions**

- A. The City will provide the Union at least sixty (60) calendar days written notice of its intention to contract out work which is currently being performed by bargaining unit members or which was performed by bargaining unit members as of July 1, 2006.
- B. Where work is normally done by bargaining unit members, and upon request, City representatives will meet with Union representatives to explain the rationale for the subcontracting or contracting decision. If there are formal studies which were used to determine the feasibility, cost benefit, efficiency or other aspects of the proposal, these reports will be shared with the Union.

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- C. City representatives will consider Union proposals and work with the Union to accomplish the same work at competitive efficiency and cost levels, provided such proposals are submitted in writing no later than forty-five (45) days following the City's notice. If a decision is made to proceed with a subcontracting or contracting decision, the City will meet and confer with the Union the impact(s) of its decision. Whenever possible, if the City decides to proceed with a subcontracting or contracting decision, any bargaining unit employee who would otherwise be laid off, displaced, or demoted as a result of the contracting out of bargaining unit work will be transferred to another position within the City represented by SEIU.
- D. The parties will create a joint committee of City representatives and four (4) Union representatives within sixty (60) days of agreement to formulate policies for Union bidding on proposals. Union representatives will be provided release time by management to do committee related work. In order to test the policies, the City and Union will create an experimental model based on the City's Park Maintenance contracts.
- E. This clause does not apply to work being contracted as of July 1, 2006. This clause shall not operate to delay the City's implementation of its contracting decision.

Section 2
Temporary Employee Listing

- A. For purposes of the applicable hours' limitation, if any, upon temporary work, hours worked as a temporary appointment, emergency appointment and/ or agency, hours shall be combined and counted toward the limitation.
- B. Every four (4) months the City will provide the Union with a list of temporary employees, including name, title of position, department, date of hire, hours worked, and whether benefitted or not. The City will also supply the Union with a separate list of agency employees with the same information as provided for temporary employees above, if available. This requirement does not apply to contracted employees.
- C. The City believes that its best asset is a stable and dedicated workforce. To this end, the City will limit the use of temporary employees to a 6-month (1,000 hour period). The City and Union may make exceptions based on mutual agreement.

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Section 3 Layoff and Recall

- A. **PURPOSE:** To provide a fair and equitable basis for notifying affected employees and their bargaining representative of their rights and obligations in connection with a reduction in force for lack of work or lack of funds. This article applies in situations where the City has determined to reduce its workforce, temporarily and permanently, because of a lack of work and/or lack of funds. The parties recognize that such circumstances may arise in a variety of situations including, but not limited to, technological changes, reorganizations, economic conditions, the elimination or reduction or modification of City services or activities or any other condition that would require a reduction in the workforce. Accordingly, the City's decision to reduce its workforce and/or its determination that there is a lack of work or lack of funds are exclusively within the City's discretion and are not subject to this Agreement's Grievance/Arbitration clause.
- B. **SENIORITY:** For purposes of this article seniority is defined as continuous length of service within the City dating from the employee's first date of paid service in an initial probationary or permanent status within the City. For purposes of this clause the word "continuous" means service which is not interrupted by a break of twelve (12) months or more. Seniority for part-time employees shall be computed on a pro-rated basis. In cases where bumping rights are at issue City seniority will be controlling and, in cases of ties, Department seniority will be controlling.
- C. **NOTICE:** The City will notify affected employees and the Union in writing at least thirty (30) calendar days prior to the effective date of a planned layoff. The City may substitute pay in lieu of notice for all or a portion of the thirty (30) days provided that the combination of pay and notice covers no fewer than thirty (30) calendar days.

Before any layoff of full-time bargaining unit employees takes effect, the City will honor all requests to meet and confer regarding the impacts of such intended layoffs. Management will fully consider all alternatives to layoffs as presented by the Union at these meet and confer sessions.

The notice of layoff shall specify the reasons for the layoff and identify by name(s) and classification(s) the employee(s) designated for layoff. The notice shall also inform the affected employee of his or her bumping rights, if any, as well as recall rights.

On the day of the Layoff Notice, the Department of Human Resources shall provide the Union with a Seniority List covering the affected departments.

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- D. **ORDER OF LAYOFF:** Layoffs will occur by department and affected classifications within a department. The order of layoff within the classification shall be determined by length of service with the City. The employee with the shortest period of service with the City shall be laid off first, provided that no employee who has not yet completed the initial probationary period within the classification shall be retained while an employee who has completed the classification's probationary period is scheduled for layoff. In cases of ties, the employee with the more recent hire date into the department shall be laid off first.

Probationary or permanent employees shall not be laid off while temporary employees remain in affected classification series (as agreed upon below) within the affected department.

A regular employee who occupies a grant-funded position does not lose his or her seniority rights when the grant is terminated or in the event of a reduction in force.

- E. **BUMPING RIGHTS:** Employees scheduled for layoff shall have the absolute right to bump into a lower or lateral classification in which the affected employee had previously acquired permanency and where an employee with lesser City seniority would otherwise be retained. This applies to classifications which may be outside the bargaining unit. Affected and eligible management and supervisory employees, as well as employees outside the bargaining unit, may exercise bumping rights into the bargaining unit in the position which they previously held. Subject to the provisions of the next paragraph employees may be eligible to bump into a lower or lateral classification within the employee's current or former classification series without having served in the specific classification.

Within thirty (30) days of, a proposed layoff action, Union representatives and Human Resources Representatives may agree upon classifications series within the same department or within the City which are so similar as to justify bumping from a higher classification by an employee who may not have served in such classification. Any classifications created subsequent to this agreement shall be subject to the aforementioned process.

- F. **RECALL:** If the City decides to restore the position vacated by a laid off employee or a vacancy in the position is created which the City determines to fill, laid off employees will be recalled in inverse order of seniority. For layoffs occurring on or after the date of this Agreement, the recall period for permanent employees shall be thirty-six (36) months from the effective date of layoff; the recall period for probationary employees shall be twelve (12) months from the effective date of layoff.

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Employees recalled within thirty-six (36) months of the effective date of layoff shall be paid at the salary step previously held and the employee's anniversary date shall be established dating from the date of original hire minus the time between layoff and recall. Such employees will be entitled to utilize their previous seniority to compute sick leave and vacation benefits; unused sick leave, which was not otherwise paid for, shall be restored. Such employees will also be considered permanent employees, if permanent when laid off. Probationary employees will begin a new probationary period.

An employee notified of recall shall be notified by the Department of Human Resources in writing via certified mail. The employee is responsible for notifying the Department of Human Resources of his or her current address and telephone number.

An employee must notify the Department of Human Resources within five (5) working days following receipt of notice of his or her intent to return to work. The employee must be available to return to work within ten (10) working days of receipt of such notice. An employee rejecting such recall will go to the bottom of the Recall List for the first rejection and will be removed from the list upon a second rejection. Failure to respond in a timely manner to the written notice is considered a rejection.

- G. EFFECTS OF LAYOFF:** For employees who cannot exercise bumping rights due to citywide position elimination, the City will place employees in other departments if comparable vacant positions exist for which the employee is eligible and qualified and in the event that none exist, will contact other employers in order to help employees find other jobs if possible. The City will also provide referrals for job and career counseling, training and job fairs.

The City has exercised its discretion to recruit for open positions by first seeking internal applications. This approach was designed to provide broader placement opportunities for employees who might otherwise be exposed to layoffs. The City proposes to allow laid off employees to apply for these internal recruitments for a 12-month period following their layoff from the City workforce.

The City will maintain its level of contributions to health and welfare benefits for laid off employees for three (3) months following the effective date of the layoff or until the employee is employed elsewhere, and is provided with health and welfare benefits, whichever occurs first.

This article satisfies the City's obligation to meet and confer in connection with layoffs and the effects of layoff, except as provided below.

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Upon request, the City shall meet with the Union to discuss alternatives to such layoff. Such discussion will not delay implementation of the layoff unless the City so agrees.

**ARTICLE 21
GRIEVANCE PROCEDURE**

- A. The Union will exclusively receive time off from duties for the processing of grievances herein for Unit members who are designated as Union representative's subject to the following conditions:
1. Twenty-four (24) hours prior to release from duties for grievance processing, the designated steward must inform the immediate supervisor; time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management representative.
 2. Meetings are required at both the first and second step of the procedure.
 3. The City and Union have agreed to have all grievances filed by unit members with the Human Resources Department. This agreement does not waive any of the time limits for filing or appealing a grievance unless by mutual consent of both parties.
- B. **GRIEVANCE:** A grievance is an allegation by a unit member or members or an authorized SEIU 721 representative (listed steward or Local staff) that he/she/they has (have) been adversely affected by a violation, misinterpretation or misapplication of the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolution or the City's written personnel policies. Disciplinary action against permanent employees is also subject to this procedure. For grievances filed by SEIU 721 representative(s) the name(s) of the unit member(s) on whose behalf the grievance is filed shall be listed in the grievance. Disciplinary appeals related to Skelly process shall commence at step two of the grievance procedure.
1. Evaluations of permanent employees which result in the denial or postponement of a pay increase are grievable; evaluations of permanent employees which result in an overall rating of "below standard (unacceptable)" or "improvement needed" may be grieved; all other evaluations are specifically excluded from the operation of the grievance/arbitration article of this agreement.
 2. Excluded from this procedure are the City's Employer-Employee Relations Resolution and administrative regulations implementing City policies unless

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specifically prohibited by or in contradiction of the specific written provisions of an existing Memorandum of Understanding or the City's salary and fringe benefit resolution.

- C. **TIME LIMITS:** The time limits herein are maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the City fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.
- D. **INFORMAL STEP OF GRIEVANCE PROCEDURE:** As a general policy, it is encouraged that all grievances be resolved at the lowest level possible. Attempts shall be made, between the grievant and supervisor in the chain of command up to and including the division head, to adjust all grievances on an informal basis.
- E. **STEP ONE:** No later than ten (10) working days following the act or omission giving rise to the grievance, or, no later than ten (10) working days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the Human Resources Department.
1. The written grievance shall contain a clear, concise statement of the grievance, the specific provisions, resolution, section and/or written policies allegedly violated and the specific remedies sought.
 2. The department head and Human Resources Representative shall meet with involved parties (grievant, union representatives, supervisors and manager) and communicate a written decision to the employee within ten (10) working days after receiving the grievance.
- F. **STEP TWO:** If the grievant is not satisfied with the decision at Step One, the grievant may appeal to the City Manager within ten (10) working days of receipt of the Step One decision.
- The City Manager shall communicate a decision within ten (10) working days after receiving the appeal.
- G. **STEP THREE:** If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may request that the Union submit the grievance to binding arbitration.
1. The Union shall have the exclusive authority to determine whether a grievance shall be taken to arbitration. If the Union elects to proceed, it must so request in

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writing to the MERO within fifteen (15) working days after the Step Two decision was or should have been rendered.

2. In the event the parties are unable mutually to agree upon an arbitrator, they shall request a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one remains, and said last named shall be selected as the arbitrator.
 3. The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his findings of fact, his reasoning, conclusions and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; the arbitrator shall have no jurisdiction or authority to add to, delete from, or modify the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolution or the City's written personnel policies.
 4. All costs for the service of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, a transcript and the cost of any hearing room will be borne equally by the Union and the City. All other costs will be borne by the party incurring them.
 5. The processing of a grievance beyond Step Three shall constitute a clear and express election on the part of the grievant that the Grievance/Arbitration Procedure is the exclusive remedy for resolving the issues contained in the grievance and shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum. While the decision of the arbitrator herein is final and binding, nothing in this agreement shall preclude the parties from seeking to confirm, vacate or correct the arbitrator's award pursuant to the California Code of Civil Procedure.
- H. **MISCELLANEOUS:** A unit member may be represented at all stages of the grievance procedure by himself or, at his/her option by a representative provided by the Union short of arbitration. In this procedure any reference to grievant means grievant and/or his/her representative.

Employees may request that disciplinary actions be removed from their personnel files after two (2) years for minor discipline (suspension of one day or less) and five (5) years for major discipline (suspension of 2 days or more) provided that there has been no recurrence of the same or similar actions. Requests may be granted at the sole discretion of the Human Resources Director unless otherwise agreed at the department level.

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ARTICLE 22 UNIFORM ALLOWANCE

Section 1 Uniforms

Should the City require employees to wear a specific uniform, it shall be financially responsible to cover the cost of such uniforms. Employees shall not engage in conduct considered unprofessional while in uniform.

Section 2 Safety Footwear

The City shall provide two-one hundred and fifty dollars (\$250~~150~~) per fiscal year for employees required by City Safety regulations (reference V-0001, August 2003) to wear safety footwear to work in each year the employee, in fact, purchases such footwear and utilizes them at work.

Section 3 Protective Eyewear

Protective Eyewear provisions shall be applied consistent with City Safety and Health Policies and Procedures Manual Item V001 "Personal Protective Equipment," dated August 2003. Year in manual is defined as fiscal year.

ARTICLE 23 DRIVERS' LICENSE

- A. The appropriate license shall be required from employees in classifications which regularly drive a vehicle/equipment for which a class "A" and/or class "B" license is required by law. The same requirements apply to employees in classifications who are periodically required to drive such vehicles; the word "periodically" means with some regularity and is not intended to apply to the infrequent or emergency situation.
- B. Employees who do not possess the required appropriate license shall not be permitted to drive/operate the relevant vehicle/equipment. Employees will notify the City within one (1) day of the suspension, revocation, cancellation or expiration of their required license.
- C. For incumbent employees who regularly or periodically drive such vehicle and/or equipment the following will apply:

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1. The City will provide or pay for the required physical examination;
2. The City will provide time off for testing;
3. The City will reimburse the employee for the cost of the difference between a class "C" license and the required class "A" or "B" license.

**ARTICLE 24
DRUG TESTING**

The Union and City are mutually committed to controlling and eliminating drug/alcohol use and abuse from the workplace. The Union and City recognize the need for a comprehensive program, which at a minimum, includes components for drug testing, discipline and rehabilitation. The Reasonable Suspicion and Post Accident Drug and Alcohol Drug Testing Policy for Members of SEIU Local 721 is found in its entirety as Attachment B.

**ARTICLE 25
CELLULAR PHONES**

- A. Unit employees may be required to carry cellular phones and should respond whenever possible. Only employees on paid standby (with a city issued phone or receiving a stipend for business use of a personal phone) are required to respond (Per Administrative Manual Mobile Communication Device Policy 03.007.00 as of 7/14/06).
- B. The City shall meet and confer with the Union regarding any changes to the 2014~~2006~~ Administrative Manual Mobile Communication Device~~Cell Phone~~ Policy 03.007.00 that fall within the scope of collective bargaining.

**ARTICLE 26
ELECTRONIC SURVEILLANCE**

The City reserves the right to utilize electronic surveillance in those areas where the public is either being served or is present and in those areas where employees work. The primary purpose for utilizing electronic surveillance shall be security of persons and/or property; such surveillance, therefore, shall not be viewed as an instrument for evaluating or monitoring the performance of employees. However, where a review of electronic surveillance reveals an employee or employees engaging in serious misconduct, this clause shall not be grounds for excluding the City's use of such

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surveillance as evidence in the event of a resulting disciplinary action. The City will notify the Union of electronic surveillance installations unless such installation is part of a specific investigation and where notifying might jeopardize the investigation.

**ARTICLE 27
ADMINISTRATIVE MANUAL / PERSONNEL POLICY
AND PROCEDURES MANUAL**

The City reserves the right to add to, delete from, amend or modify the Administrative Manual and/or Personnel Policies and Procedures Manual during the term of the MOU, subject to the requirements of the Meyers-Milias-Brown Act.

**ARTICLE 28
DRESS CODE**

- A. The City's Personnel Policy and Procedure IV-2, Customer Service Standards/Dress Guidelines, shall apply to all unit members and is found in its entirety as Attachment C (Per Policy dated 08/06).
- B. The City shall meet and confer with the Union regarding any changes to the Dress Code Policy/Guidelines. The newly agreed upon Guidelines shall be in writing and supersede and replace Attachment C.

**ARTICLE 29
EMPLOYEE PARKING**

The City will provide City-paid parking to all SEIU 721 Bargaining Unit members through the term of this agreement. The City agrees to meet with SEIU 721 to resolve any issues regarding free employee parking which may arise during the term of this MOU.

**ARTICLE 30
OBLIGATION TO SUPPORT**

- A. The Union, its officers, agents, representatives and/or members agree they will not cause, condone or participate in any strike, walkout, work stoppage, job action, slowdown, sickout, refusal or failure to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of other labor organizations to engage in any or all of the preceding activities.

General Unit

- B. In the event of such activities, the Union shall immediately instruct any persons engaging in such conduct that they are violating this agreement and that they are engaging in unlawful conduct and that they should immediately cease engaging in such conduct and resume full and faithful performance of their job duties.
- C. In addition to any other lawful remedies or disciplinary action available to the City, the City may, in addition to the above, invoke any and all remedies available to it under its Employer-Employee Relations Resolution.
- D. There will be no “Lock out” of employees for the duration of this agreement.

**ARTICLE 31
PROVISIONS OF LAW**

- A. It is understood that existing ordinances, resolutions and written policies of the City cover matters pertaining to employer-employee relations including but not limited to, salaries, wages, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies, including the employer-employee relations resolution are hereby incorporated herein by this reference and made a part hereof as though fully set forth and except as provided herein shall remain in full force and effect during the term hereof. The parties hereto agree that nothing in this MOU shall in any manner abridge, restrict or modify the rights and prerogatives of the City and its employees as set forth in Article I, Sections 4 and 5, and Article III, Section 1B of Resolution No. 15079, or its successor, if any.
- B. The City and the Union agree that for the term of this agreement, each party waives its rights and each party agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this agreement except as expressly provided for in this agreement and as to meeting and conferring over the renewal or continuation of this MOU at its expiration date in accordance with said Employer-Employee Relations Resolution.
- C. It is understood and agreed that this MOU is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held invalid or unenforceable by any tribunal of competent jurisdiction, such part of provisions shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Proposed Tentative Agreement

General Unit

- D. Upon ratification by the membership of the Union and by the City Council this MOU shall be effective through June 30, 20~~2016~~²⁰¹⁶ and for the duration of any agreed upon extension.
- E. This Memorandum of Understanding will supersede all Side Letters except those attached herein. Both parties recognize that this excludes grievance resolutions documents.

General Unit

SIGNATURE PAGE

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF RIVERSIDE
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721**

Dated: _____
For the City of Riverside:

Dated: _____
**SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 721:**

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Proposed Tentative Agreement

General Unit

ATTACHMENT A

SALARY SCHEDULE

Available to review by appointment: contact the Human Resources
Department of the City of Riverside or view online at
www.riversideca.gov/human

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ATTACHMENT B

**REASONABLE SUSPICION AND
POST-ACCIDENT DRUG TESTING POLICY**

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SUBJECT: REASONABLE SUSPICION AND POST-ACCIDENT DRUG AND ALCOHOL TESTING POLICY

PURPOSE:

To establish a policy that provides a procedure for reasonable suspicion and post-accident drug and alcohol testing for members of SEIU Local 721.

GENERAL BACKGROUND:

The City of Riverside (“the City”) recognizes that its employees are its most important resource. The City also has a “zero tolerance” approach to employee use and misuse of drugs/alcohol related to the performance of required duties. A policy for reasonable suspicion and post-accident drug and alcohol testing for all affected City employees is intended to accomplish the following objectives:

1. To provide a safe working environment for City employees;
2. To protect the safety of persons and property;
3. To provide the highest quality of public service;
4. To promote efficiency and productivity;
5. To avoid adverse effects on employee health and well-being, as well as to minimize the City’s related health costs;
6. To prevent loss of public confidence in City employees and damage to the City’s reputation;
7. To prevent drug-related theft and other employee misconduct;
8. To encourage employees to seek voluntary assistance to deal with alcohol and/or drug use; and,
9. To comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 702–706) and the City’s Drug-Free Workplace Policy (Personnel Policy and Procedure Manual, III-5).

DEFINITIONS:

Drug abuse is defined as:

1. The excessive use or intentional misuse of lawfully obtained prescription drugs or over-the-counter drugs when such use impairs job performance, alters behavior, and/or creates a risk to the health and/or safety of the employee or others; and/or,

2. The intentional use of illegal drugs or controlled prescription drugs obtained unlawfully.

Alcohol use considered in violation of this policy is defined as:

1. Using or possessing alcohol on the job.
2. Consuming alcohol within 4 hours of reporting for regular assignment, and overtime assignment, or while on call to provide public service, in any capacity, as a City employee.
3. Having a blood-alcohol concentration of 0.02 or greater while at work.
4. Allowing alcohol to impair job performance or create a safety risk.

POLICY:

The consumption of alcohol is prohibited during a work-shift (including breaks and/or meals), during an overtime assignment, while on call, or within four hours of a scheduled shift or of being on call. The use of illegal drugs or the excessive use or intentional misuse of lawfully obtained prescription drugs is prohibited at any time.

Employees shall be tested for drugs and/or alcohol under the following conditions:

1. When there is a reasonable cause/suspicion that an employee may be impaired by the use of drugs or alcohol;
2. After a motor vehicle accident, involving either a City vehicle or a personal vehicle being used on City business, in which there is a fatality, or in which there is a citation issued to the City employee, or from which a vehicle is towed from the scene, or in which someone is medically treated away from the scene.
3. Upon an employee's return to duty after testing positive for drugs and/or alcohol;
4. Follow-up testing after it has been determined that an employee has tested positive for alcohol or drug use.

If a test shows that the employee is under the influence of drugs or alcohol, the employee may, at the City's sole discretion, be eligible for treatment or rehabilitation. A positive test result for either drugs or alcohol will result in disciplinary action, up to and including termination. Pre-employment drug tests are subject to the Personnel Policy and Procedure I-10, Pre-Employment Medical Exams.

In addition, the following shall apply:

1. City management will evaluate the circumstances of a positive test to determine if the case merits the opportunity for rehabilitation in lieu of termination.

2. Employees who test positive for drugs and/or alcohol and who are given the opportunity for rehabilitation or who self-identify and seek rehabilitation prior to an incident that violates policy may use accrued sick leave, vacation, and other benefits while they are participating in rehabilitation programs prior to being released to return to work. Employees who have exhausted their sick leave or vacation accruals shall be eligible for a leave of absence without pay, based upon the City's Employee Assistance Program's treatment plan.
3. The City of Riverside is not responsible for the costs of medical treatment for employees who test positive for drugs and/or alcohol. Employees may use options provided under their medical coverage, if applicable.
4. The City's decision on whether to retain an employee who violates the City's Policy prohibiting drug/alcohol abuse would be commensurate with the severity of the incident, the nature of the employee's job, previous overall performance, tenure of employee, potential risk to other City employees and/or the public, mitigating circumstances and overall commitment of employee to change behavior. Should any employee request a last change agreement, the City will give reasonable consideration to any such request.

All affected employees shall be given a copy of this policy.

PROCEDURE:

Responsibility	Action
Human Resources	<ol style="list-style-type: none"> 1. Provides notice to employees of reasonable suspicion and post-accident drug and alcohol testing policy. 2. Provides informational programs on the risks associated with drug and alcohol abuse. 3. Provides drug and alcohol counseling and rehabilitation programs through employee assistance program. 4. Provides Reasonable Suspicion Training opportunities to all supervisory and management employees.
Department/Division	<ol style="list-style-type: none"> 5. Ensures that every supervisor and manager takes training in Reasonable Suspicion for Drug and Alcohol Use no less than every two years. 6. Contacts the Department Head. If the Department Head concurs, he/she contacts Human Resources if they believe that an employee may be under the influence of drugs or alcohol.

- | | |
|-----------------|--|
| Human Resources | <ul style="list-style-type: none"> 7. Completes Reasonable Suspicion checklist on any employee whose demeanor or behavior leads to suspicion that he/she may be under the influence of drugs or alcohol. 8. Facilitates immediate testing for drugs and/or alcohol for reasonable suspicion. 9. Takes the lead role and consults the Department/Division regarding the discipline process. Disciplinary action may include mandated participation in a drug/alcohol abuse assistance or rehabilitation program approved by federal, state, or local health, law enforcement, or other appropriate agency. |
| Employee | <ul style="list-style-type: none"> 10. Participates in drug/alcohol abuse assistance or rehabilitation programs, if required as a condition of continued employment, utilizing medical coverage and vacation/sick leave or other approved leave of absence. |
| Human Resources | <ul style="list-style-type: none"> 11. Keeps Department/Division informed relative to the status of an employee's ability to return to work. 12. Monitors an employee's satisfactory completion of any mandated drug/alcohol assistance or rehabilitation program. |
| Attachments: | Reasonable Suspicion and Post-Accident Drug and Alcohol Testing Information For Members of SEIU Local 721 |

**REASONABLE SUSPICION AND POST-ACCIDENT
DRUG AND ALCOHOL TESTING INFORMATION FOR
MEMBERS OF SEIU LOCAL 721**

The requirements and information should be fully understood by all affected City employees. Questions should be referred to the Human Resources Department, (951) 826-5808, City of Riverside, 3900 Main Street, Riverside, CA 92522.

Adopted: July 27, 2006

Revised: July 1, 2013

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DRUG AND ALCOHOL POLICY

The City of Riverside has a vital interest in providing its employees with safe and healthful working conditions and in providing its citizens and visitors with high-quality municipal services that are effective, safe, and efficient. To this end, it is critical that the City strive to guarantee a workforce free of any substance or alcohol abuse. The City will not tolerate any drug or alcohol use which may affect the job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees of the City. Off-duty illegal drug use, which affects the employee's job performance, or jeopardizes workplace and public safety is, under City policy, proper cause for disciplinary action up to and including dismissal.

Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol and drugs are a danger to themselves, to other employees, and to the public. In addition, drug and alcohol abuse inflicts a terrible toll on the nation's productive resources and the health and well-being of American workers and their families. Alcohol, for instance, is a depressant which can impair judgment, reaction times, and reflexes. Though a legal drug, the possession and use on the job is prohibited and off-hours use is prohibited within 4 hours of reporting for regular assignment, an overtime assignment, or while on call to provide public service, in any capacity as a public employee.

The City is committed to establishing and maintaining a safe and healthy work environment free from the influence of alcohol and drugs and to preserving public confidence in City employees and maintaining the reputation of the City. With this objective in mind, the City has established the following Drug and Alcohol Policy with regard to the use, possession, sale, manufacture, and distribution, of alcohol or drugs.

This policy is adopted pursuant to The Drug-Free Workplace Act of 1988, as enacted by the United States Congress, which requires the establishment of drug-free workplace policies, and the reporting of certain drug-related offenses to the appropriate federal agency. Safety sensitive drivers are additionally held to the Department of Transportation guidelines for Commercial Drivers Licenses.

RESPONSIBILITIES

Employees shall receive, read, and sign for a copy of this Policy.

Managers and Supervisors will be held strictly accountable for the consistent application and enforcement of the Policy. Any Manager/Supervisor who knowingly disregards the requirements of this Policy, or who is found to deliberately misuse the Policy in regard to subordinates, shall be subject to discipline up to and including termination, in accordance with the City's disciplinary process.

DEFINITIONS USED IN THE POLICY

The following definitions shall apply for drug and alcohol testing of individuals subject to Reasonable Suspicion or Post-Accident drug/alcohol testing.

Alcohol — The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

Breath Alcohol Technician (BAT) — A trained individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device.

Drugs/Controlled Substances — The drugs for which tests are required under this policy are amphetamines, cocaine, marijuana, opiates and phencyclidine (PCP).

Employee — Any employee of the City.

5 Panel Drug Test — Five categories of drugs established by the federal government which fall under “controlled substances.” They are amphetamines, cocaine, marijuana, opiates and phencyclidine (PCP).

Medical Review Officer (MRO) — A licensed physician certified to review and interpret all drug tests before they are reported to the Human Resource Director or designee.

Premises — Buildings, property, work areas, vehicles, parking lots and any place the employee happens to be during the course and scope of City employment.

Prescription Drugs — Any drug or medication prescribed by licensed physician for a medical condition.

Refusal to Test — Behaviors that constitute a refusal to submit to a drug and/or alcohol test include the following: refusal to take the test; inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation; tampering with or attempting to adulterate the specimen or interfere with the collection procedure; not reporting to the collection site in the time allotted; leaving the scene of an accident without valid reason before the tests have been conducted; failure to sign DOT required testing forms for urine collection; refusal to remove outer garments or leave them outside the testing area; and, refusal to empty pockets. A refusal to test will be considered a positive test and an insubordinate action by the employee, subject to appropriate disciplinary action.

Reasonable Cause/Suspicion — The employer believes that the actions, appearance, speech, body odors or conduct of an on-duty employee are indicative of the use of drugs, alcohol, or other controlled substances.

Safety Sensitive Functions — A work function that utilizes a commercial vehicle and requires the employee to have a commercial driver's license.

Safety Sensitive Personnel — Employees holding a Commercial Drivers' License and driving a commercial vehicle, on a full-time, part-time or intermittent basis.

WHO IS AFFECTED BY THIS POLICY?

All employees of the City of Riverside are subject to the terms of this policy.

TRAINING

Supervisors will receive training on reasonable suspicion (60 minutes total for signs and symptoms of drug use/misuse and for signs and symptoms of alcohol use/misuse). Refresher training will take place every two years. Training shall include the following:

Identification of the contact person, telephone number and office location for drug and alcohol related questions; the effects of drug and alcohol misuse on an individual's health, work, and personal life; the signs and symptoms of a drug and/or alcohol problem; the available methods of intervening when an alcohol problem is suspected.

TESTING

The privacy of the employee will be protected, the integrity and validity of the test process will be maintained for each employee during the testing process. Records will be maintained in confidence, pursuant to federal and state law.

Drug Testing

Employees shall not report for duty while under the influence of any legal drug which may impair the performance of his/her duties as identified by his/her job description.

The use and ingestion of illegal drugs is prohibited at all times. An employee may be tested for drugs anytime while on duty, subject to reasonable suspicion. Drug testing is a two-stage process. First, a screening test is performed. If it is positive for one or more drugs, then a confirmation test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. The GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results.

All urine specimens are analyzed only for the following drugs:

- Marijuana (THC Metabolite)
- Cocaine
- Amphetamines
- Opiates (including heroin)
- Phencyclidine (PCP)

An employee who wishes to dispute the accuracy of a positive test may request that the untested portion of the split sample be analyzed at his/her own expense.

For information on the Specimen Testing Procedure, employees should refer to page 8.

Alcohol Testing

An alcohol test may be conducted just before, during, or just after the work shift. The following acts are prohibited:

- Having an alcohol concentration of 0.02 or greater as indicated by an alcohol breath test.
- Using or possessing alcohol on the job.
- Consuming alcohol within 4 hours of reporting for regular assignment, an overtime assignment, or while on call to provide public service, in any capacity, as a City employee.
- Refusing to submit to an alcohol test.
- Using alcohol within eight (8) hours after an accident or until tested.

Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first using evidential breath testing devices (EBT) required and approved by the Federal Highway Administration (FHA). Any result less than 0.02 alcohol concentration is considered a negative test. If the alcohol concentration is 0.02 or greater, a second or confirmation test is conducted.

For information on the Testing Procedure, individuals should refer to page 10.

Consent

Before a drug and/or alcohol test is administered, employees will be requested to sign a consent form voluntarily submitting to the test. Appendix E.

Refusal to Consent

Refusal to consent to drug/alcohol testing will be considered a positive test and an insubordinate action by the employee. An employee's failure to submit to drug and/or alcohol testing required by the City for any reason may result in disciplinary action, up to and including termination, according to City policy.

The following behaviors constitute a refusal to submit to a test: refusal to take the test (verbal refusal or physical absence), inability to provide sufficient quantities of breath or urine without a valid medical explanation, tampering with or attempting to adulterate the specimen or interfere with the collection procedure, not reporting to the collection site in the time allotted, leaving the scene of an accident without a valid reason before the

tests have been conducted, refusal to remove outer garments or leave them outside the testing area, and refusal to empty pockets.

Where there is a reasonable suspicion that the employee is then under the influence of alcohol or drugs, employee shall not return to work prior to completing all requirements for return-to-duty. Human Resources shall arrange for the employee to be safely transported home after testing. An employee shall not be permitted to transport him/herself.

Reasonable Cause/Suspicion

The possession, transportation, distribution, receipt, sale, purchase or arranging for the sale, purchase or distribution of alcohol, including medicines containing alcohol (prescription or over-the-counter), is prohibited while on duty, unless, with respect to medicine, the packaging seal is unbroken.

The use, sale, distribution and/or manufacture of controlled substances is against the law. The use of prescribed drugs is not in direct violation of the policy; however, the use or prescribed use that may cause significant impairment, thus creating a safety hazard on the job, is in direct violation of this policy.

Reasonable Cause/Suspicion means that the employer/supervisor believes that the actions, appearance, speech, body odors or conduct of an on-duty employee are indicative of the use of drugs, alcohol, or other controlled substances. Indicators of the use of drugs, alcohol, or other controlled substances are identified in Appendix C of this document, Reasonable Suspicion Checklist. The City shall require an employee to be tested, upon reasonable cause, for the use of drugs and/or alcohol.

The behavior/conduct of the employee must be witnessed by a supervisor who has received training consisting of at least 1 hour for alcohol and drug use/misuse recognition. The training includes identification of actions, appearance or conduct which are indicative of the use of drugs or alcohol. The supervisor must directly observe the behavior and contact the Department Head. Reasonable cause/suspicion may not be based upon hearsay.

The documentation of the employee's behavior/conduct shall be prepared and signed by Human Resources utilizing the Reasonable Suspicion Checklist prior to testing.

Drug and/or alcohol testing may be performed only if the observations are based on observable behavior at the job site during, just before, or immediately after the work shift that the employee is required to be in compliance. An employee may be directed to undergo a reasonable cause/suspicion alcohol test just before, during, or just after the work shift.

If an alcohol test is not administered within two (2) hours following a reasonable cause/suspicion determination. Human Resources shall document the reasons for the delay. If not administered within eight (8) hours, the test shall not be conducted. Human Resources shall document the reasons.

An employee who has an alcohol concentration of 0.02 or greater must be removed from duty and must be referred to the EAP.

Once a reasonable cause/suspicion determination is made, it is the responsibility of Human Resources to assure that the employee under suspicion is evaluated, and when necessary, transported to a specimen collection site to provide a urine and/or breath sample.

Any employee tested for reasonable cause/suspicion will be denied all work-related motor vehicle driving privileges until test results are received. If test results are negative, the employee may resume regular work duties.

Post-Accident

A traffic accident is defined as an incident involving a motor vehicle which results in death or serious bodily injury or in which there is a citation issued to the City employee, or from which a vehicle is towed from the scene, or in which someone is medically treated away from the scene and which occurs in the performance of his/her duties.

As soon as practicable after an accident, alcohol and drug tests shall be administered to every surviving employee who receives a moving citation or whose operation of the vehicle cannot be ruled out by the supervisor as a contributing factor.

The following will apply for all affected employees resulting from accidents, incidents or related occurrences:

1. Post accident drug and alcohol tests must be given as soon as practicable during the eight (8) hours following an accident/incident.
2. The employee must be readily available for the test or they will be deemed to have refused the test.
3. The alcohol test should be administered as soon as possible. If the test not administered within two (2) hours of the accident, then the Supervisor must prepare and maintain a record stating why they were unable to administer the test. If eight (8) hours have passed, the attempts should be discontinued. The Supervisor must prepare and maintain a record as to why they were unable to administer the test.
4. If a drug test is not administered within 32 hours following the accident, the test shall not be administered and the supervisor shall document the reasons.
5. Following an accident, the employee shall remain available for such testing, or may be deemed to have refused to submit to testing. This does not require the delay of necessary medical attention for injured people following an accident, nor prohibit the employee from leaving the scene to obtain assistance or necessary emergency medical care.

6. An employee subject to post-accident testing may not use alcohol within eight (8) hours following the accident or before an alcohol test, whichever comes first.

Return-to-Duty

Employees who violate the City's policy and are accepted into Return-to-Duty and Follow-Up status must have a negative drug and/or alcohol test. Employees who return to duty are subject to follow-up testing. Safety sensitive employees and commercial drivers shall follow the return to duty and/or follow-up testing process under the City's Random Drug and Alcohol Testing for Employees (except Fire Engineers) in Safety-Sensitive Classifications Policy III-9.

Follow-up Testing

1. All employees identified by the Employee Assistance Program (EAP) counselor as needing assistance will be subject to follow-up testing upon return-to-duty.
2. Employees will be subject to a minimum of six (6) unannounced tests over the following 12 months or as otherwise set forth in a Last Chance Agreement.
3. The EAP counselor can terminate the requirement for the follow-up testing in excess of the minimum at any time, if the EAP counselor determines that the testing is no longer necessary and is supported by the employer.
4. Follow-up testing may include tests for other substances beyond the employee's initial positive test of alcohol and/or drug when the EAP counselor has reason to suspect other drug or alcohol use during the follow-up period.

DISCIPLINE FOR WORK-RELATED PROBLEMS

The City may impose disciplinary measures, up to and including termination, for policy violations and work-related problems, separate and apart from violations of the drug and alcohol policy even if such rule violations or work-related problems result from drug and alcohol abuse.

CONFIDENTIALITY

Confidentiality is an essential element of this policy.

1. Any employee violating confidentiality shall be subject to discipline and may also be civilly or criminally liable.
2. The results of any testing shall be used for employment purposes only. The testing laboratory is only authorized to release test results to the MRO. The MRO and the BAT are only authorized to release test results to the Human Resources Director or designee.

3. All records pertaining to drug and alcohol testing of an employee shall be contained in a separate confidential medical file that will be securely kept under the control of the Human Resources Director or designee. It shall be separate from the employee's other personnel records.
4. The employee may request and receive the results of his/her tests.
5. The City may disclose specific test results without the employee's consent only when:
 - a. All information is compelled by law or by judicial or administrative process;
 - b. The information has been placed at issue by the employee in a formal dispute between the employee and the City;
6. Any positive test results determined by a second test to be negative shall be removed from the employee's file and destroyed.

RECORD KEEPING

The Human Resources Director or designee will retain the records as follows:

RECORD	RETENTION PERIOD
Results of an employee's alcohol test which indicates an alcohol concentration level of .02 or higher	5 years
Result of an employee's drug test which is positive	5 years
Documentation of any employee who refused to submit to a required alcohol/drug test	5 years
Calibration documentation of evidentiary breath testing devices	5 years
Employee assessments and referrals by substance abuse professionals, as well as records of employee compliance with EAP recommendations, including results of return to duty and follow-up testing for drug use and alcohol misuse.	5 years
Records documenting the collection process for the alcohol and drug test and all drug and alcohol education and training records	2 years
Results of any alcohol test which is less than .02	2 years
Documentation of any negative or canceled drug test	2 years

FOLLOW-UP FOR POSITIVE TESTING

Employee Assistance Program (EAP) Services

The City supports an opportunity for treatment to be made available to affected employees. The City will provide for an EAP evaluation to assess employees with drug and/or alcohol misuse problems. The counselor will provide referrals for counseling, treatment programs, or other sources. Employees will be monitored for successful completion of counseling and treatment programs.

Each affected employee who violates this policy will be given the opportunity to be evaluated to determine whether the employee needs assistance resolving problems associated with drug and/or alcohol misuse, and, if necessary, a referral for further treatment. The City has no obligation to provide or pay for treatment. This is the responsibility of the employee.

Before returning to duty, each employee identified as needing assistance must: (1) be evaluated again by an EAP counselor to determine whether the employee has successfully complied with the treatment proscribed following the initial evaluation; (2) undergo a drug and/or alcohol test to satisfy established acceptable results for return to duty; and (3) be subject to a minimum of six (6) unannounced, follow-up drug and/or alcohol tests over the following 12 months.

PROCEDURES FOR DOCUMENTING REASONABLE SUSPICION OF DRUG AND/OR ALCOHOL USE

BACKGROUND: Reasonable cause/suspicion means that an employer believes that the actions appearance, speech, body odors, or conduct of an on duty employee are indicative of the use of drugs, alcohol or other controlled substances. The City shall require an employee to be tested upon reasonable cause for the use of drugs or alcohol.

The supervisor must use the following process to validate the reasons for considering a drug and/or alcohol test. All observed behaviors must be documented on the Reasonable Suspicion checklist. In all cases of reasonable cause/suspicion, the Human Resources Director or designee must be contacted.

1. Using the Reasonable Suspicion Checklist, Human Resources will question the employee and document information and behavior. Human Resources will complete the form and following a conversation with the employee, makes a determination as to whether or not the employee appears to have used drugs and/or alcohol during, just before or after the work shift the employee is required to be in compliance.
2. If the employee does not appear to be under the influence of drugs, including prescription drugs, and/or alcohol, Human Resources should release the employee to perform regular work duties.

3. If Human Resources believes that the employee is under the influence of drugs and/or alcohol, the supervisor notifies the Human Resources Director or designee, who will then refer the employee to the approved drug and alcohol testing site.
4. If the employee refuses drug and/or alcohol testing, the Human Resources Director or designee refers the employee to the Employee Assistance Program.
5. If the employee consents to drug and/or alcohol testing, Human Resources personally escorts the employee to the approved drug and alcohol testing site.
6. At the collection site, the employee meets with the Collection Site Technician who will conduct the testing process.
7. Human Resources remains at the collection site and after the collection process, transports the employee back to the work site.
8. If the alcohol test is below 0.02, the employee may return to work with no corrective action.
9. Human Resources notifies the employee that, until the drug test results are completed, the employee will be on leave with pay.
10. If it is believed that the employee is impaired, Human Resources makes arrangement to have the employee taken home. If the employee refuses assistance, a witness should verify that the employee refused assistance. If the employee cannot control his/her actions and leaves without assistance, Human Resources must call the Police Department immediately to inform them of the employee's condition and refusal for assistance. The Police Department needs to be provided with the employee's name and description of the vehicle including the license number.

SPECIMEN COLLECTION PROCEDURES

Drug Testing

1. The employee arrives at the collection site.
2. If the employee does not arrive at the assigned time for testing, the Human Resources Director or Designated Management employee should be contacted for instructions.
3. The identity of the employee to be tested is verified by examining a photo identification or by verifying with the employer's representative. If the identity cannot be established, the process stops.
4. If the employee being tested requests it, the Collection Technician (CT) should present their identification as well.

5. Once the employee identification has been verified, the first portion of the chain of custody requisition should be completed.
6. The CT requests that the employee remove unnecessary outer garments, such as a coat or jacket, and relinquish any briefcase, purse, or similar item, along with the outer garments for safekeeping during the collection process. The employee may retain his or her wallet. If requested, a receipt for personal items will be provided.
7. The CT instructs the employee to wash and dry hands his or her hands. Once this is done, the employee must remain in the presence of the CT. He or she is not to be permitted access to a fountain, faucet, soap dispenser, cleansing agent, or other materials that could be used to adulterate the urine specimen.
8. The CT provides the employee with a specimen bottle and allows him/her to provide the specimen in the privacy of a stall or other partitioned and secured area.
9. If the employee refuses to provide a specimen or otherwise fails to cooperate with the process, the Human Resources Director or designee is notified and the refusal is documented on the custody and control form.
10. The CT will note any unusual behavior on the custody and control form. If the CT suspects tampering or substitution, the CT will consult with the test site supervisor before requesting a direct observation specimen collection.
11. Upon receiving the specimen, the CT will make certain that the sample contains at least 45 milliliters of urine.
12. In the case of post-accident or reasonable suspicion testing where the employee has difficulty providing an adequate sample, the CT will request that he or she consume reasonable quantities of fluids until he or she can provide a sufficient sample or, until 3 hours have passed from the beginning of the collection process. If the 3 hours have expired without an acceptable sample, the CT will request guidance from the Medical Review Officer (MRO).
13. If a second specimen is indicated, the CT makes certain a fresh container is used. The original inadequate specimen is discarded.
14. Once an adequate sample is provided, the CT allows the individual to wash his or her hands.
15. The CT tests the specimen for temperature within four (4) minutes of urination. The acceptable range is 32 degrees – 38 degrees C (90 – 100 F).
16. The CT inspects the sample for color and any sign of contamination or tampering. Any unusual signs are noted on the custody and control form. In the case where tampering is suspected, the collector will consult with a test site

supervisor before collecting a second specimen under the direct observation of a testing site person.

17. The CT keeps the specimen in view at all times prior to sealing and labeling. The specimen also remains in view of the individual. In full view of the individual, the CT transfers the collected specimen to the primary and to split specimen containers.
18. The CT inspects the collection area to ensure that specimen adulteration did not occur. Any unusual findings will be noted on the chain of custody form. If adulteration of the specimen did occur, the CT will conduct an observed collection.
19. The date of collection is written on the peel-off labels located at the side of the requisition.
20. The CT peels off one label and places it on the lid of the collection container. The remaining label is placed on the lid of the split specimen container. The donor initials each label on the containers.
21. The CT removes the "laboratory original" copy of the chain of custody requisition and places it in the outside pocket of the chain of custody bag.
22. The individual initials the chain of custody bag in the appropriate locations to document that the correct specimen is being sent to the laboratory. The CT signs and dates the same seal.
23. The CT retains the "collector copy" of the chain of custody requisition and gives the "donor copy" to the individual. The "company copy" of the chain of custody requisition will be forwarded to the Human Resources Director or designee. The MRO copy will be sent to the Medical Review Officer.
24. The sealed chain of custody bag remains in control of the CT or in a secured area within the collection site until shipment to the laboratory.
25. When the test results are received by the MRO, a thorough review of documentation, test results, and circumstances will be made before making a decision regarding an individual. A final decision will be made and communicated to the individual within three days unless there are extenuating circumstances. In all cases where alcohol or drug involvement is confirmed, the employee will be referred to the EAP.
26. If the City receives a cancelled test result when a negative result is required (e.g., pre-employment, return-to-duty, or follow-up test), another specimen will be required immediately.

Alcohol Testing

1. The employee arrives at the testing site.
2. If the employee does not arrive at the assigned time for testing, the Human Resources Director or Designated Management employee should be contacted for instructions.
3. The ID of the employee to be tested is verified by examining a photo ID or employer's representative. If the ID cannot be established the process stops.
4. If the employee being tested requests it, the Breath Alcohol Technician (BAT) should present their ID.
5. Once the employee's ID has been established, Step 1 will be completed on the U.S. Department of Transportation (DOT) Breath Alcohol Testing Form.
6. The employee will complete Step 2 on the DOT form, signing the certification. If the employee refuses to sign the certificate, it is regarded as a refusal to take the test.
7. The employee and BAT shall read the sequential test number displayed on the Evidential Breath Analyzer Test (EBT).
8. The BAT will open an individually sealed mouthpiece in view of the employee and attach it to the EBT according to instructions.
9. The employee will blow forcefully into the mouthpiece for at least 6 seconds until the EBT indicates that an adequate amount of breath has been obtained.
10. The BAT completes Step 3 of the DOT testing form.
11. If the test results are less than 0.020 on the screening test, a copy of the form will be provided to the employee. One will be forwarded to the employer and one will be retained by the BAT.
12. If the test results are greater than 0.020, a confirmation test will be conducted as follows:
 - a. The BAT will explain that a confirmation test will be conducted.
 - b. The employee must stay in the room observed for a 15-minute waiting period. During this time, they may not eat, drink or put any object or substance into their mouth.
 - c. The confirmation test will be conducted no less than 15 minutes after the screening test but within 30 minutes of the completion of the screening test.

- d. The confirmation test will be completed according to Steps 1-11 of this procedure.
- e. If the result of the confirmation test is different than the screening test, the confirmation test will be considered the accurate results.

Appendix A

Cut Off Levels Information

	Initial Cut Off Levels
Marijuana Metabolites	50ng/ml
Cocaine Metabolites	300ng/ml
Opiate Metabolites	2000ng/ml
Phencyclidine	25ng/ml
Amphetamines	1000ng/ml
	Confirmatory Cut Off Levels
Marijuana Metabolites	15ng/ml
Cocaine Metabolites	150ng/ml
Opiates	
Morphine	2000ng/ml
Codeine	2000ng/ml
Phencyclidine	25ng/ml
Amphetamines	
Amphetamine	500ng/ml
Methamphetamine	500ng/ml

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Appendix B

City of Riverside Collection Sites and Laboratory

Collection Site:

For Employees Who Do Not Use Class A or Class B Licenses in the Course of City Employment (Fire Engineers are the only Class A or Class B Drivers who are sent to this collection site):

Community Medical Group of Riverside
4444 Magnolia Ave.
Riverside, California 92501

Inland Empire Occupational Medicine
3579 Arlington Avenue, Suite 300
Riverside, California 92506

Laboratory:

Pacific Toxicology Laboratories
9348 De Soto Ave.
Chatsworth, California 91311

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Appendix C

Reasonable Suspicion Checklist

See following page.

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**CITY OF RIVERSIDE
REASONABLE SUSPICION CHECKLIST**

CONFIDENTIAL

This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure

Instructions

Use this form to record observations of employee behavior that you believe may be the result of illegal drug or alcohol misuse.

After filling out the form, you may order the employee to a reasonable suspicion drug or alcohol test.

NAME OF EMPLOYEE OBSERVED		DATE OF OBSERVATION	
LOCATION OF OBSERVATION		TIME OF OBSERVATION A.M. P.M.	
OBSERVED PERSONAL BEHAVIOR (Check all appropriate items)			
Observations must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.			
SPEECH	AWARENESS	BALANCE	WALKING
<input type="checkbox"/> Normal <input type="checkbox"/> Incoherent <input type="checkbox"/> Confused <input type="checkbox"/> Slurred <input type="checkbox"/> Silent	<input type="checkbox"/> Normal <input type="checkbox"/> Confused <input type="checkbox"/> Sleepy <input type="checkbox"/> Paranoid <input type="checkbox"/> Aggressive	<input type="checkbox"/> Normal <input type="checkbox"/> Swaying <input type="checkbox"/> Swaggering <input type="checkbox"/> Falling	<input type="checkbox"/> Normal <input type="checkbox"/> Stumbling <input type="checkbox"/> Falling <input type="checkbox"/> Holding or Reaching
Description of other observed actions or behaviors or incidents (Be as specific as possible. Continue on back if necessary)			
I certify that I have had training in recognition of alcohol and drug misuse and that in the best of my judgment reasonable suspicion exists sufficient to require the above employee to undergo an: <input type="checkbox"/> alcohol test <input type="checkbox"/> drug test			
OBSERVER NAME		TITLE	

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Appendix D

Acknowledgment/Receipt Form

See following page.

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ACKNOWLEDGMENT/RECEIPT FORM

I hereby acknowledge that I have received a copy of the City of Riverside’s Drug and Alcohol Testing Policy in compliance with the Drug Free Workplace Act of 1998 (41 U.S.C. 702-706).

I have read and understand the provisions outlined in the City of Riverside’s Drug and Alcohol Testing Policy and agree to comply with all of the requirements contained therein. I understand that disciplinary action may be taken if I am found in violation of the policy.

Employee Name (Print)

Employee Signature

Date

Witness

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Appendix E

Consent to Drug / Alcohol Testing

See following page.

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CONSENT TO DRUG/ALCOHOL TESTING

I have been requested to submit to a drug and/or alcohol test.

I understand that the sample will be submitted for forensic testing to determine any drug or alcohol content. I hereby release custody of the sample to be collected for Department use, and consent to the release of the test results to the Department in connection with its criminal and/or administrative investigations.

I understand that a portion of my sample will be preserved to allow for independent testing by the laboratory of my choice, at my own expense.

I have read and understand the contents of this admonishment and consent form, and

- consent to provide a blood or urine sample.
- consent to alcohol testing.
- refuse to provide a voluntary sample of blood or urine or to voluntarily submit to an alcohol test.

Signature of Employee

Date

Printed Name of Employee

Signature of Witness

Date

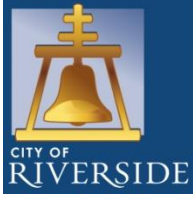
Printed Name of Witness

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ATTACHMENT C

**CUSTOMER SERVICE STANDARDS FOR
DRESS AND APPEARANCE POLICY**

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Approved:

**City of Riverside, California
Human Resources Policy and Procedure Manual**

Monda Street

Human Resources Director

Belinda Johnson

City Manager

Number IV-2 Effective Date 08/06

**SUBJECT: CUSTOMER SERVICE STANDARDS FOR
DRESS AND APPEARANCE POLICY**

PURPOSE:

To define the City of Riverside's acceptable standard of dress.

The City of Riverside is a professional organization. All employees will present a professional appearance by wearing attire appropriate to their job classification in order to promote a positive image to customers. The general public frequently forms its initial impression of professional credibility solely on employee appearance. The appropriateness of attire as seen by the general public has a bearing on how other agencies and departments view employee professionalism and ultimately working relationships.

This policy is intended to provide standards on dress and appearance and is not meant to address all situations. There may be differences in some departments' or divisions' dress standards depending on the nature of the work environment, nature of work performed, involvement with the public, required uniforms or other circumstances as defined by the department head. The standards in this policy apply when an employee has officially reported to work.

POLICY:

Except for City issued uniforms the follow policy applies:

Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the City of Riverside. As departments are familiar with their customers' expectations as well as the business climate, attire matters will be managed at the department level.

Office Attire	Appropriate	Inappropriate
Suit	X	
Dresses (with or without nylons)	X	
Pantsuits	X	
Shirts (with or without ties)	X	
Sport coats	X	
Dress slacks	X	
Other coordinated outfits	X	
T-shirts		X
Sweat shirts or jogging outfits		X
Jeans (denim or colored) *		X
Capri style suits	X	
Shorts *		X
Halter tops or tank tops		X
Sheer, see-through or revealing clothing		X
Polo-type shirts	X	
Skirts of moderate length	X	
Collared shirts open at the collar	X	
Short-sleeved or sleeveless dresses, shirts or tops	X	
Dresses/tops with spaghetti straps		X
Low back dresses, blouses or shirts		X
Khaki or "Dockers" type slacks	X	
Skorts or culottes		X
Gym or sweat pants or workout wear		X
Leggings		X
Clothing with sports logos/messages/celebrity logos etc.		X
Footwear		
Dress Loafers	X	
Dress Sandals	X	
Athletic shoes (sneakers/tennis shoes) *		X
Casual Sandals (thongs or flip-flops) *		X
Dress Shoes	X	

*Jeans: While jeans (blue or colored) are not considered appropriate in any business setting, it is acknowledged that some field employees (by the nature of their assignments) may wear jeans along with a shirt, if the shirt identifies them as an employee of a particular City Department or Division.

*Shorts: While shorts are not considered appropriate in any business setting, it is acknowledged that some field employees (by the nature of their assignments) may wear shorts along with a shirt, if the shirt identifies them as an employee of a particular City Department or Division.

*Athletic Shoes: While athletic shoes (sneakers/tennis shoes) are not considered appropriate in any business setting, it is acknowledged that some field employees (by the nature of their assignments) may wear athletic shoes.

Casual Sandals: Sandals of any material which are commonly referred to as flip-flops or thongs are prohibited for all employees.

Special occasions: Periodically, the City may designate special casual days when the dress code may be relaxed for a specific reason. These special days will be announced in advance. Special projects/assignments may also, at the discretion of the Department Head, require more flexibility in dress requirements.

Summer wear: During the summer period, June 1 through September 30, dress standards may be relaxed given weather conditions.

Tattoos and Jewelry:

Except as noted or approved by the Department Head, employees hired after July 2006 must adhere to the following:

1. Tattoos must be covered.
2. All jewelry worn by employees must be appropriate so it does not detract from a professional appearance. All facial piercing jewelry such as nose piercing, tongue piercing, eyebrow piercing, lip piercing, or any other facial piercing jewelry is prohibited.
3. Employees hired prior to July 1, 2006, shall not add visible facial piercings or tattoos.

Personal Hygiene:

1. Personal hygiene is essential. Therefore it is necessary that all employees maintain a clean, presentable appearance. Personal hygiene includes a regular bath/shower, use of deodorant, and appropriate oral hygiene.
2. Strong odors caused by perfumes, scented hair sprays, and aftershave lotions can be offensive and are to be used in moderation out of concern for the comfort of others.
3. Employees are expected to maintain appropriate and professional hairstyles. Beards, sideburns and mustaches must be clean and neatly groomed. Hair must be properly restrained for its length and job assignment. Hair coloring should be within the range of natural hair colors.