# MEMORANDUM OF UNDERSTANDING

**BETWEEN**

**THE CITY OF RIVERSIDE**

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #47**

**WASTEWATER UNIT**

**July 1, 2025 through June 30, 2028**

CONTENTS


Article 1 Term and Recognition....2
Section 1 Term....2
Section 2 Recognition....2
Article 2 Probation....2
Article 3 Employee Dignity and Respect....3
Article 4 Union Security and Union Representation....3
Section 1 Dues....3
Section 2 Union Stewards....3
Section 3 Union Orientation....4
Section 4 Labor Negotiations Representation....5
Section 5 Seniority....5
Article 5 Wages....5
Article 6 Benefit Provisions....6
Section 1 Health Insurance....6
Section 2 Health Insurance Waiver Stipend....6
Section 3 Dental Insurance....6
Section 4 Life Insurance....7
Section 5 Industrial Accident Pay....7
Section 6 Long Term Disability Insurance....7
Section 7 Deferred Compensation....7
Article 7 Retirement....7
Article 8 Overtime and Premium Pay....8
Section 1 Shift Differential....8
Section 2 Bilingual Pay....9
Section 3 Salary Differential....9
Section 4 Graveyard (Night Shift) Overtime....9
Section 5 Overtime Calculation....9
Section 6 Standby Pay....10
Article 9 Reclassification....11
Section 1 Reclassification / Salary Studies....11
Section 2 Reclassification....11
Article 10 Hours of Work....11
Section 1 Hours....11
Section 2 Clean-up Time....13
Section 3 Working Lunch....13
Article 11 Vacation....13
Article 12 Sick Leave....14
Article 13 Holidays....14
Article 14 Jury Duty....15
Article 15 Promotions....16
Section 1 Promotions....16
Article 16 City-Wide Labor / Management Committee....16
Article 17 Labor/Management Safety Committee....16
Article 18 Accident Review Board....18
Article 29 Reduction in Workforce....18
Section 1 Layoff and Recall....18
Article 20 Grievance Procedure....20

Article 21 Uniform Allowance ..... 22
Section 1 Uniforms ..... 22
Section 2 Safety Footwear ..... 22
Section 3 Protective Eyewear ..... 23
Article 22 Drivers' License ..... 23
Article 23 Drug Testing ..... 23
Article 24 Cellular phones ..... 23
Article 25 Administrative Manual / Personnel Policy and Procedures Manual ..... 24
Article 26 Dress Code ..... 24
Article 27 Employee Parking ..... 24
Article 28 Obligation to Support ..... 24
Article 29 Provisions of Law ..... 24
ATTACHMENT A Salary Compaction Adjustments
ATTACHMENT B REASONABLE SUSPICION AND POST-ACCIDENT DRUG TESTING POLICY ..... 28

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**MEMORANDUM OF UNDERSTANDING BETWEEN**

# THE CITY OF RIVERSIDE
# AND
# INTERNATIONAL BROTHERHOOD
# OF
# ELECTRICAL WORKERS LOCAL #47 - WASTEWATER

## 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 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) LOCAL 47(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 Date TBD.

## ARTICLE 1
## TERM AND RECOGNITION

### Section 1
### Term

July 1, 2025 – June 30, 2028

### Section 2
### Recognition

The City of Riverside recognizes IBEW Local #47 as the exclusive bargaining agent for the IBEW Wastewater Unit.

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

## 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 year (twenty-six (26) pay periods). All merit increases for employees hired after the effective date of this MOU 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 supervisorial relations with unit employees. The Union and employees will demonstrate their commitment to these principles through their responsiveness to management and supervisorial 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
### Dues

A. Dues Deduction
Each pay period, the Union shall provide the employer with an “authorized deduction report” which includes bargaining unit members who have authorized the deduction of Union dues and the deduction amounts. The Employer shall make the dues deduction from the employee’s paychecks and remit such deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday.

B. Indemnification

The Union shall indemnify and hold the City, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions herein.

### Section 2
### Union Stewards

The Union may designate up to three (3) stewards to represent employees in processing grievances and at *Skelly* conferences. The following conditions shall apply:

The Union may designate up to three (3) 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 their 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 they are the representative of record; is a member of the same Unit and the same Union as the employee.

If a Steward must leave their work location to represent an employee, they shall first obtain permission from their 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 extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving the employee's 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 their 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 Human Resources Department 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 their 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.

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 3
## Union Orientation

A. The City shall provide the Union written notice to the IBEW 47 BUSINESS REPRESENTATIVE of both Employer-wide and department-level new employee orientations, no matter how few participants, and whether in person or online, at least ten (10) calendar days prior to the event. In the event there are no eligible employees scheduled to attend an orientation; a member of the Human Resources department will notify the WSO as soon as possible.

B. Representatives of Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance by the new hires is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for stewards to participate in the new employee orientations. "New hires" shall include any employee new to the Union, including, but not limited to, through accretion or promotion/demotion.

C. The Union may provide the following: the current Union membership and COPE forms, a copy of the Memorandum of Understanding (MOU) and the contact information of the Union Representative.

## Section 4
## Labor Negotiations Representation

A. The City and the Union agree that the Union may have representing them at the bargaining table, 4 employees in addition to IBEW Union management staff.

B. No more than two (2) unit members will attend a departmental meet and confer meeting.

## Section 5
## 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 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) – with the more senior employees having preference over less senior employees.

## ARTICLE 5
## WAGES

A. Effective the first pay period following July 1, 2025, the City will adjust the salary range for the following classifications in accordance with Attachment A to create a 10.25% salary compaction between classifications in a family series: Senior Wastewater Plant Electrical & Instrumentation Technician (5240), Wastewater Electrical & Instrument Supervisor (4470), Senior Wastewater Maintenance Mechanic (5500), Senior Wastewater Collections Systems Technician (3174), Wastewater Maintenance Scheduler (3185) and Senior Wastewater Plant Operator (4130).

B. Effective the first pay period following July 1, 2025, all members of the bargaining unit will receive a four and one half percent (4.5%) increase to their base salary.

C. Effective the first pay period following July 1, 2026, all members of the bargaining unit will receive a four percent (4%) increase to their base salary.

D. Effective the first pay period following July 1, 2027, all members of the bargaining unit will receive a four percent (4%) ncrease to their base salary.

## 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:

1. As of the adoption of the MOU, the City and the Union agree to the City contribution amounts towards health insurance as follows:

| Coverage Level | Kaiser 15 | Kaiser 30 | Blue Shield PPO | Blue Shield 15 | Blue Shield 20 | Blue Shield 20 Trio |
|---|---|---|---|---|---|---|
| Employee Only Coverage | $995 | $988 | $1,013 | $923 | $922 | $921 |
| Employee + One | $1,341 | $1,327 | $1,374 | $1,197 | $1,194 | $1,192 |
| Employee + Family | $1,734 | $1,715 | $1,751 | $1,542 | $1,538 | $1,535 |

2. Effective in December of each year for the subsequent January premiums, any increase in health insurance premiums will be divided equally between the City and employee. This provision shall not apply to individuals with employee only coverage until the premium exceeds $645.

3. 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 health 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
### Dental Insurance

As of the adoption of the MOU, the City and the Union agree to the City contribution amount towards dental insurance of $45.00 per month to continue throughout the life of this agreement.

1. 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 4**
**Basic Life Insurance**

The City provides and pays term life insurance with accidental death and dismemberment equal to two times the annual salary rounded to the next highest $1,000 (up to $700k) plus AD&D.

**Section 5**
**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 6**
**Long Term Disability Insurance**

The City shall provide a Long-Term Disability (LTD) plan with a 60-day waiting period. The City shall contribute a monthly premium of $25.60 towards the LTD premium cost, with the employee paying the remainder of the premium to cover the total monthly premium cost; such premium shall be deducted from the employees' wages. Enrollment in the LTD plan is mandatory for all employees. This LTD plan will be established as soon as feasible after the ratification of this contract.

**Section 7**
**Deferred Compensation**

The City shall make available to bargaining unit employees its deferred compensation program. Effective the first pay period after July 1, 2025 , the City shall make a contribution of $125 per month toward the 401A deferred compensation plan, provided such employee makes a minimum contribution of $25.per month. Effective the first pay period after July 1, 2026, the City shall make a contribution of $150 per month toward the 401A deferred compensation plan, provided such employee makes a minimum contribution of $25 per month.

**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 I — Employees hired prior to December 15, 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.

Represented employees in Retirement Tier 1 will contribute 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. **Tier 2 — All employees hired on or after December 16, 2011, but Prior to January 1, 2013. or employees hired by the City on and after January 1, 2013, who are laterals from another CalPERS**

**agency or an agency whose retirement system has reciprocity with CalPERS. 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 December 16, 2011, is calculated as the average of the three (3) highest years.

C. **Tier 3 — Employees hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as new CalPERS 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 CalPERS 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:

- 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 IBEW unit employees regularly scheduled to work swing and graveyard shifts:

| Swing Shift | Graveyard Shift |
|---|---|
| $2.00 per hr. | $2.50 per hr. |

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

**Section 2**
**Bilingual Pay**

A. Subject to approval by the City Manager, a department head may designate certain positions as requiring the regular and consistent 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 and approval of the request. Once approved, 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 IBEW 47 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.

B. 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 who retains and possesses a Class "A" Drivers, License 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.

C. The City will pay for the minimum required cost and time to obtain and maintain required licenses and certifications.

**Section 4**
**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 scheduled shift. Should an employee who normally works this shift work it on a day off, they shall be entitled to this provision.

**Section 5**
**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 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 include any sick leave hours taken during the work week as well as approved holiday, vacation, and compensatory time. All callouts shall be paid at the rate of double time; Managers will approve all callout lists.

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 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 include any sick leave hours taken during the work week as well as approved holiday, vacation, and compensatory time.

D. The parties recognize that the over-use of overtime throughout the City is causing disruption to the workplace 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.

E. Employees may elect to receive compensatory time off for overtime worked in lieu of cash payment, calculated by multiplying the number of hours of overtime worked by one and one-half or multiplying by two if the employee earns double time. Employees may earn and use up to 80 hours of compensatory time in a fiscal year (starting pay period that includes July 1). Any hours over the fiscal year limit of 80 hours will be automatically paid at the corresponding overtime rate. The first pay period in June, any accumulated compensatory time will automatically be paid for in cash.

## Section 6
## Standby Pay

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 from the end of a regular scheduled daily work shift to the beginning of the next day's regularly scheduled work shift.

- Employees may elect to receive 2 or 4 hours of compensatory time off as described above in lieu of cash payment up to 18 hours per month. For time over 18 hours per month, employees may request to receive 4 hours of compensatory time off in lieu of cash payment with supervisor approval.

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.

The union is recognized as the exclusive bargaining representative for job classifications in the IBEW 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 . Parties to meet and consult over substantive changes in working conditions.

### 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 minimum five percent (5%) salary increase.

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. 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 11-4, "Hours of Work." Updates to Policy subject to meet and confer.

   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.

C. **OPERATOR SHIFTS AT WASTEWATER TREATMENT PLANT:** The following policies regarding shift assignments for operators at the- wastewater treatment plant 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 their choice first, and then cross off their name on the seniority list and initial the list next to their 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 their 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 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.

3. The Union and City agree that the Riverside Regional Water Quality Control Plant is a Class V treatment plant and that the California Code of Regulations((CCR)23 CCR § 3670, 3680) defines which certification grade of operators shall oversee the operation of the wastewater treatment process when the plant is in operation. The CCR defines the “Chief Plant Operator” as the operator responsible for the overall operation of the treatment plant and requires the appointment of a “designated operator-in-charge” in the absence of the Chief Plant Operator. The CCR allows operators holding a Grade III certification to serve as the designated operator in charge as needed.

D. No provision herein shall impede or otherwise prevent the City, at its discretion, from assigning a Grade III Wastewater Plant Operator to oversee the operation on the wastewater treatment process in the absence of a Senior Wastewater Plant Operator or Wastewater Operations Supervisor and also be "designated operator-in-charge" as needed to ensure compliance with the CCR.

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**
**Clean-up Time**

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

**Section3**
**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 IBEW unit employees reflects the following vacation accrual:

| Continuous Years of Service | Vacation Hours Earned Per Year |
|---|---|
| 0-9 | 128 |
| 10+ | 168 |

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 total service who used less than forty eight (48) hours of sick leave in the preceding calendar year, may, at their discretion, have forty (40) hours transferred from their 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.

## ARTICLE 12
## SICK LEAVE

1. Employees will earn no more than four (8) hours sick leave per month. 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 (%) 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 the supervisor 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 or 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.

## 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 equivalent to the employees' regularly scheduled work hours (i.e. 10 hours of holiday pay for 10-hour shift).

1. 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.

2. Employees working on the 9/80 plan are governed by the same terms and conditions outlined above.

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)
Last Monday in May — Memorial Day
June 19 — Juneteenth (effective beginning 2023)
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. 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.

E. 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.

F. 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 (½) the regular rate. Persons regularly employed between thirty (30) and thirty-nine (39) hours per week are eligible for holiday pay at three-fourths (3/4) the regular rate.

G. If an employee is required to work on the actual holiday which happens to fall on a, scheduled work day the employee shall be paid the appropriate overtime rate plus straight time pay for the holiday. In the event that the employee's regular shift includes working both the actual holiday and the City observed holiday, the employee shall only receive holiday straight time pay and corresponding overtime pay for the actual holiday; no holiday hours should be coded on the observed holiday.

## 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) , 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.

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.

## ARTICLE 16
## 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 17
## 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

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:

| Title | Role |
|---|---|
| Safety Representative or designee | |
| Risk Manager | |
| Workers' Comp Representative | |
| Management Representative | |
| Management Representative | |
| Management Representative | |
| Labor Representative | |
| Labor Representative | |
| Labor Representative | |
| Labor Representative | |
| Labor Representative | |
| Labor Representative | |
| Labor Representative | |
| Labor Representative | |
| Labor Representative | |

** Safety coordinators could be used until committee established.

Ratio should be Mgmt=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.

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 18
## 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 19
## REDUCTION IN WORKFORCE

### Section 1
### 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. Seniority for part-time employees shall be computed on a prorated 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 their 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.

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 their 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.

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 Human Resources Department in writing via certified mail. The employee is responsible for notifying the Human Resources Department of their current address and telephone number.

An employee must notify the Human Resources Department within five (5) working days following receipt of notice of their 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. Laid off employees are allowed to apply for these internal recruitments for an eighteen (18)-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.

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 20
## 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 IBEW 47 representative (listed steward or Local staff) that they 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 IBEW 47 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 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 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 their option by a representative provided by the Union short of arbitration. In this procedure any reference to grievant means grievant and/or their 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.

## ARTICLE 21
## 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 three hundred and fifty dollars ($350) 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 Policy and Procedure Manual Item V-01 "Personal Protective Equipment."

## ARTICLE 22
## 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:

   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 23
## 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 IBEW 47 is found in its entirety as Attachment B.(assembly bill 2188)

## ARTICLE 24
## 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.

B. The City shall meet and confer with the Union regarding any changes to the Administrative Manual Mobile Communication Device Policy 03.007.00 that fall within the scope of collective bargaining.

## ARTICLE 25
## 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 26
## DRESS CODE

A. The City's Personnel Policy and Procedure IV-2, Standards for Dress and Appearance, shall apply to all unit members.

B. The City shall meet and confer with the Union regarding any changes to the Standards for Dress and Appearance Policy.

## ARTICLE 27
## EMPLOYEE PARKING

The City will provide City-paid parking to all Bargaining Unit members through the term of this agreement. The City agrees to meet with IBEW 47 to resolve any issues regarding free employee parking which may arise during the term of this MOU.

## ARTICLE 28
## 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.

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 29
## 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.

D. Upon ratification by the membership of the Union and by the City Council this MOU shall be effective through June 30, 2028, and for the duration of any agreed upon extension.

## SIGNATURE PAGE

### MEMORANDUM OF UNDERSTANDING BETWEEN
### THE CITY OF RIVERSIDE
### AND
### INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

### LOCAL 47 - WASTEWATER UNIT

Dated: _____
CITY OF RIVERSIDE

By _____

By _____

By _____

By _____

By _____

By _____

Approved as to Form

_____

Dated: _____
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 47

By _____
Colin Lavin
IBEW Business

By _____
John Baca
Asst. Business Manager

By _____
Addi Rodriguez
IBEW 47

By _____
Chris Elder
IBEW 47

By _____
Shannon Simmers
IBEW 47

By _____
Garrick Noble
IBEW 47

# ATTORNEY ATTACHMENT A -SALARY COMPACTION ADJUSTMENTS

**CURRENT (as of 6/30/25) SALARY & DIFFERENTIALS**

ELECTRICAL GROUP

| Step | Wastewater Elect. & Instrument Tech II 4420 (SEIU) listed for reference | % Diff | Senior Wastewater Plant & Elect Tech 5240 | % Diff | Wastewater Elect & Inst Supervisor 4470 |
|---|---|---|---|---|---|
| Step 1 | $7,315 | | $7,991 | | |
| Step 2 | $7,677 | | $8,392 | | |
| Step 3 | $8,062 | | $8,809 | | |
| Step 4 | $8,471 | | $9,249 | | $8,204 |
| Step 5 | $8,886 | 9.31% | $9,713 | 7.77% | $10,468 |

10.25% compaction adjustment to #5240 and #4470 And Step Conversion Effective PP after 7/1/25

| Step | Wastewater Elect. & Instrument Tech II 4420 (SEIU) listed for reference | % Diff | Senior Wastewater Plant Elect & Instrumentation Tech 5240 - Adjusted Salary | % Diff | Wastewater Elect & Inst Supervisor 4470 - Adjusted Salary |
|---|---|---|---|---|---|
| Step 1 | $7,315 | | $8,060 | | $8,886 |
| Step 2 | $7,677 | | $8,463 | | $9,330 |
| Step 3 | $8,062 | | $8,886 | | $9,797 |
| Step 4 | $8,471 | | $9,330 | | $10,287 |
| Step 5 | $8,886 | 10.25% | $9,797 | 10.25% | $10,801 |

**CURRENT (as of 6/30/25) SALARY & DIFFERENTIALS**

MECHANICAL GROUP

| Step | Wastewater Maintenance Mechanic II 5490 (SEIU) listed for reference | % Diff | Senior Wastewater Maintenance Mechanic 5500 |
|---|---|---|---|
| Step 1 | $6,386 | | |
| Step 2 | $6,707 | | |
| Step 3 | $7,044 | | |
| Step 4 | $7,392 | | $6,782 |
| Step 5 | $7,761 | 6.22% | $8,244 |

10.25% compaction adjustment to #5500 and Step Conversion Effective PP after 7/1/25

| Step | Wastewater Maintenance Mechanic II 5490 (SEIU) listed for reference | % Diff | Senior Wastewater Maintenance Mechanic 5500 - Adjusted Salary |
|---|---|---|---|
| | | | |
| Step 1 | $6,386 | | $7,039 |
| Step 2 | $6,707 | | $7,391 |
| Step 3 | $7,044 | | $7,761 |
| Step 4 | $7,392 | | $8,149 |
| Step 5 | $7,761 | 10.25% | $8,557 |

**CURRENT (as of 6/30/25) SALARY & DIFFERENTIALS**

COLLECTIONS GROUP

| Step | Lead Wastewater Collection System Tech 3170 (SEIU) listed for reference | % Diff | Senior Wastewater Collections System Tech 3174 |
|---|---|---|---|
| Step 1 | $6,200 | | |
| Step 2 | $6,507 | | |
| Step 3 | $6,837 | | |
| Step 4 | $7,176 | | |
| Step 5 | $7,532 | | $6,069 |
| Step 6 | $7,907 | 2.87% | $8,134 |

10.25% compaction adjustment to #3174 and Step Conversion Effective PP after 7/1/25

| Step | Lead Wastewater Collection System Tech 3170 (SEIU) listed for reference | % Diff | Senior Wastewater Collections System Tech 3174 - Adjusted Salary | Wastewater Maintenance Scheduler 3185 (New IBEW WW) |
|---|---|---|---|---|
| Step 1 | $6,200 | | | |
| Step 2 | $6,507 | | $7,172 | $7,371 |
| Step 3 | $6,837 | | $7,530 | $7,739 |
| Step 4 | $7,176 | | $7,907 | $8,126 |
| Step 5 | $7,532 | | $8,302 | $8,532 |
| Step 6 | $7,907 | 10.25% | $8,717 | $8,959 |

**CURRENT (as of 6/30/25) SALARY & DIFFERENTIALS**

OPERATIONS GI

| Step | Wastewater Plant Operator III 4112 (SEIU) listed for reference | % Diff | Senior Wastewater Plant Operator 4130 (New IBEW WW) |
|---|---|---|---|
| Step 1 | $7,626 | | |
| Step 2 | $8,002 | | |
| Step 3 | $8,404 | | |
| Step 4 | $8,829 | | $7,831 |
| Step 5 | $9,264 | 2.66% | $9,510 |

10.25% compaction adjustment to #4130 and Step Conversion Effective PP after 7/1/25

| Step | Wastewater Plant Operator III 4112 (SEIU) listed for reference | % Diff | Senior Wastewater Plant Operator 4130 -Adjusted Salary |
|---|---|---|---|
| Step 1 | $7,626 | | $8,403 |
| Step 2 | $8,002 | | $8,823 |
| Step 3 | $8,404 | | $9,264 |
| Step 4 | $8,829 | | $9,727 |
| Step 5 | $9,264 | 10.25% | $10,214 |

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## ATTACHMENT B

## REASONABLE SUSPICION AND POST-ACCIDENT DRUG TESTING POLICY

**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 IBEW Local 47, Wastewater unit..

**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 | 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 | 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 | 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 | 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 | 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 IBEW Local 47 Wastewater unit.

**REASONABLE SUSPICION AND POST-ACCIDENT**
**DRUG AND ALCOHOL TESTING INFORMATION**
**FOR MEMBERS OF IBEW Local 47 Wastewater unit**

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

**TABLE OF CONTENTS**


| SECTION | | PAGE |
|---|---|---|
| Drug and Alcohol Policy | | A-11 |
| Responsibilities | | A-11 |
| Definitions Used in the Policy | | A-12 |
| Who is Affected by This Policy | | A-13 |
| | Training | A-13 |
| | Testing | A-13 |
| | Drug Testing | A-14 |
| | Alcohol Testing | A-14 |
| | Consent | A-14 |
| | Refusal to Consent | A-14 |
| | Reasonable Cause/Suspicion | A-15 |
| | Post Accident | A-16 |
| | Return-to-Duty | A-17 |
| | Follow-up Testing | A-17 |
| Discipline for Work-Related Problems | | A-17 |
| Confidentiality | | A-17 |
| | Record Keeping | A-18 |
| Follow-Up for Positive Testing | | A-19 |
| | Employee Assistance Program (EAP Services) | A-19 |
| Procedures for Documenting Reasonable Suspicion of Drug and/or Alcohol Use | | A-19 |
| Specimen Collection Procedures | | A-20 |
| | Drug Testing | A-20 |
| | Alcohol Testing | A-23 |
| Appendix A | Cut Off Levels Information | A-25 |
| Appendix B | Collection Sites and Laboratory | A-27 |
| Appendix C | Reasonable Suspicion Checklist | A-29 |
| Appendix D | Acknowledgment/Receipt Form | A-33 |
| Appendix E | Consent to Drug/Alcohol Testing | A-37 |

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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 EAR

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 111-9.

**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<br>. . | 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 of 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/m1 |
| Cocaine Metabolites | 300ng/m1 |
| Opiate Metabolites | 2000ng/m1 |
| Phencyclidine | 25ng/m1 |
| Amphetamines | 1000ng/m1 |
| | **Confirmatory Cut Off Levels** |
| Marijuana Metabolites | 15ng/m1 |
| Cocaline Metabolites | 150ng/m1 |
| Opiates | |
| Morphine | 2000ng/m1 |
| Codeine | 2000ng/m1 |
| Phencyclidine | 25ng/m1 |
| Amphetamines | |
| Amphetamine | 500ng/m1 |
| Methamphetamine | 500ng/m1 |

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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<br>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 |
|---|---|---|---|
| ❑ Normal<br>❑ Incoherent<br>❑ Confused<br>❑ Slurred<br>❑ Silent | ❑ Normal 0 Confused<br>❑ Sleepy<br>❑ Paranoid 0 Aggressive | 0 Normal 0 Swaying 0 Swaggering<br>❑ Falling | ❑ Normal<br>❑ Stumbling 0 Falling 0 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: ☐ alcohol test ☐ 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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