

Tentative Agreement 06/10/2016

**MEMORANDUM
OF
UNDERSTANDING**

**BETWEEN
THE CITY OF RIVERSIDE
AND
THE RIVERSIDE FIREFIGHTERS' ASSOCIATION, INC.**

July 1, 2016 - December 31, 2021

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**COMPREHENSIVE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REPRESENTATIVES OF MANAGEMENT
FOR THE CITY OF RIVERSIDE
AND RIVERSIDE FIREFIGHTERS' ASSOCIATION, INC.**

PREAMBLE

Representatives of Management for the City of Riverside (hereafter "City") and representatives of the Riverside Firefighters' Association, Inc. (hereafter "Association") have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of non-management employee-members in the Fire Unit represented by the Association.

The City management representatives and the representatives of the Riverside Firefighters' Association, Inc. have reached an understanding as to certain recommendations to be made to the City Council for the City of Riverside and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will set forth the wages, hours, fringe benefits and other terms and conditions of employment of employees in the Fire Unit contained in these joint recommendations.

THEREFORE, the representatives of City management and the Riverside Firefighters' Association, Inc. agree as follows:

The parties hereto shall jointly recommend to the City Council of the City of Riverside that one or more ~~salary~~ resolutions be adopted setting forth the following salaries, fringe benefits and other terms of employment for the employees in the Fire Unit represented by the Association for the period beginning July 1, 201~~6~~⁴, and ending at the close of regular business hours ~~June 30, 2017~~ December 31, 2021. This Comprehensive Memorandum of Understanding (MOU) supersedes the Comprehensive MOU between the parties covering the period between July 1, 201~~4~~⁴ and June 30, 201~~7~~⁴.

**SECTION 1
SALARIES**

Wage increases during the term of this agreement are based on the rate of growth in the total combined dollar amount of the Balanced Revenue Index (BRI) in the General Fund, not to exceed one half (i.e. 50%) of the year-over-year rate of growth. The BRI is comprised of the Sales Tax (Riverside-specific amount only including the Bradley-Burns 1% base amount), Property Tax (general property

tax only excluding local measures), Transient Occupancy Tax, and Utility Consumption Tax. Payments will be based on audited financials for each fiscal year.

- A. The Union agrees to defer the two and one half percent -(2.5%) increase to base salary previously scheduled for July 1, 2016.
- B. Effective the first pay period following January 1, 2018, the base salary shall be increased a minimum of two percent (2%) and a maximum of four percent (4%) based upon the rate of growth of the BRI for fiscal year 2016-2017-
- C. Effective the first pay period following January 1, 2019, the base salary shall be increased a minimum of three percent (3%) and a maximum of five percent (5%) based upon the rate of growth of the BRI for fiscal year 2017-2018.
- D. Effective the first pay period following January 1, 2019, an incentive of one and one half percent (1.5%) shall be given in lieu of the two and one half percent (2.5%) deferral in July 2016.
- E. Effective the first pay period following January 1, 2020, the base salary shall be increased a minimum of three percent (3%) and a maximum of five percent (5%) based upon the rate of growth of the BRI for fiscal year 2018-2019.
- F. Effective the first pay period following January 1, 2020, an incentive of one and one half percent (1.5%) shall be given in lieu of the two and one half percent (2.5%) deferral in July 2016.
- G. Effective the first pay period following January 1, 2021, the base salary shall be increased a minimum of two percent (2%) and a maximum of four percent (4%) based upon the rate of growth of the BRI for fiscal year 2019-2020.
- ~~—Effective the first pay period following ratification of this MOU by the City Council, the base salary shall be increased by one percent (1%).~~
- ~~B. —Effective the first pay period beginning closest to July 1, 2015, the base salary shall be increased by two and one half percent (2.5%).~~
- ~~C. —Effective the first pay period beginning closest to July 1, 2016, the base salary shall be increased by two and one half percent (2.5%).~~

SECTION 2

LENGTH OF SERVICE REQUIREMENT FOR STEP PROGRESSION

A. The City shall provide a merit step increase upon each 12 months of service for satisfactory job performance until the employee reaches the top step of the range. ~~the following years of service requirement for eligibility for merit increases on appointment or promotion:~~

~~Step 1 to Step 2 — 6 months.~~

B. ~~Each additional step within the range at one-year intervals.~~

SECTION 3

PROBATIONARY PERIOD

All employees shall serve a probationary period of 12 months (initial and promotional).

SECTION 4

RECLASSIFICATION POLICY

The City reclassification policy shall require a salary increase to the next higher step upon reclassification.

SECTION 5

TEMPORARY UPGRADE

A temporary 5% increase shall be given to a Firefighter assuming the duties of an Engineer, to an Engineer assuming the duties of a Captain, and to a Captain assuming the duties of a Battalion Chief. Temporary assignments generally last no more than six (6) months.

SECTION 6

SALARY DIFFERENTIALS/CERTIFICATION BONUSES

A. Employees eligible to receive the following assignment bonuses (stipends) shall have the bonus (stipend) calculated as a percentage of the base salary paid to an employee in the classification of Firefighter at top step, as follows:

1. Paramedic (paid only to employees in classification of Firefighter) 15%
2. Engine Certification 3%
3. Squad Assignment 3%
4. HazMat 4%
5. Tech Rescue 4%
6. Shift Investigator 4%

- B. All employees certified for Emergency Medical Services (EMS) as an EMT by the Riverside County Health Department who do not receive the paramedic differential shall receive a 2% EMS bonus calculated as a percentage of base pay.
- C. The City will provide the following bonuses to all qualifying employees:
 - 1. A bonus equal to 5% of base salary to each employee who has earned a Bachelor's Degree from an accredited university or college in a job related area based on the same criteria used to determine eligibility for tuition reimbursement, provided that all individuals who possess a Bachelor's Degree at the time the certification program takes effect shall be entitled to the bonus, irrespective of the area of study.
 - 2. A bonus equal to 2.5% of base salary when employees have completed all course requirements to be eligible to attain certificate for each of the following levels, with the maximum aggregate bonuses available to any employee being 12.5% of the employee's base salary:
 - a. Certificates issued by the State of California
 - Fire Officer
 - Chief Officer
 - Instructor III
 - Investigator II
 - Fire Marshal
 - b. A Fire Science Certificate from an accredited community college or equivalent Associate Degree.
 - 3. A bonus equal to 2.5% of base salary to each employee who has earned an Executive Fire Officer Certification or a Master's Degree from an accredited university or college in a job related area based on the same criteria used to determine eligibility for tuition reimbursement, provided that all individuals who possess a Master's Degree or Executive Fire Officer Certification at the time the certification program takes effect shall be entitled to the bonus, irrespective of the area of study.
 - 4. An employee receiving a bonus for earning a Bachelor's Degree, Master's Degree, or Executive Fire Officer Certification shall not be entitled to a 2.5% bonus pursuant to section 6C2b.
- D. Employees occupying the classification of Fire Engineer and Fire Captain who maintain Paramedic certification shall receive a bonus equal to 5% of their basic pay. These individuals will continue to be eligible to receive EMS bonus. In return all pending grievances and claims by individuals promoted from the classification of Firefighter to a higher paying classification at a time when they were receiving a

paramedic bonus to the effect that they should have been promoted to a higher pay step in the new classification shall be withdrawn.

- E. Bilingual Pay – The bilingual stipend shall be an additional two percent (2%) of base salary.

SECTION 7 MEALS

The City shall continue to require that all affected sworn personnel assigned to the 24-hour shift schedule shall eat all on-duty meals together. This provision shall not obligate the City to purchase or provide the food for those meals. Nor shall this provision apply during emergencies.

SECTION 8 VACATION SELECTION

- A. No paid vacation leave shall be allowed until and unless such leave has been already earned and no vacation can be used until the completion of six (6) months of continuous employment.
- B. Unit members shall be entitled to utilize earned vacation benefits on the date or dates selected by the unit member subject to the following conditions:
- C. The unit member must:
 - 1. Give at least twelve (12) hours advance notice.
 - 2. Secure approval from the supervising Battalion Chief;
 - 3. Utilize the time off in one or more four (4) hour blocks;
 - 4. Procure a replacement in the same classification to fill in during his/her absence; and
 - 5. Maintain all required certifications and satisfy all departmental mandated training requirements.
 - a. When a training session is designated as mandatory, the department will hold three (3) training sessions per shift; one at the beginning of the month, one at the end of the month, and one in the month following the training.
 - b. Employees are required to attend one of the three (3) training sessions offered while on duty. If an employee cannot attend one of the three (3) sessions offered on their assigned shift, said employee shall attend a training session offered on another shift on their own time.
 - c. Mandatory Training sessions are: EMT-Refresher training, HazMat training, Confined Space training, and Respiratory training, ~~and any other training deemed appropriate by the Training Division.~~

- D. The exercise of privileges under this section shall not apply to emergency situations or similar conditions where the needs of the Fire Department require employee availability; the exercise of privileges under this section is subject to existing vacation accrual limitations.
- E. An employee may not volunteer to work overtime on his/her own shift while utilizing vacation benefits. An employee may work to cover an absence caused by his/her vacation upon the condition that the employee be compensated therefore at his/her regular hourly rate of pay. When such occurs, vacation time shall not be counted as "hours worked" for purposes of the Fair Labor Standards Act during the affected pay period(s).
- F. Department management and Association representatives will periodically review the operations of this section to avoid abuses.
- G. At the end of each calendar year, unused vacation accrual in excess of the following year's accrual shall be paid off in cash on an hour-for-hour basis at the employee's regular hourly rate of pay.

SECTION 9 HOLIDAYS

- A. Each employee hired after September 21, 2001 shall be regarded as electing to receive holiday compensation in the form of time off with pay, provided that upon the conclusion of that individual's initial probationary period he/she shall have a one time only option to change that selection to provide that the employee will receive all future holiday compensation in the form of a cash payment. Each individual employed in a classification in the Fire Unit as of September 21, 2001 was required to make an irrevocable election whether to receive holiday compensation in the form of time off with pay or in the form of a cash payment.
- B. Employees electing pay shall receive it in one lump sum payment at the end of the last pay period the following November.
- C. The unit member who has elected to receive holiday compensation in the form of time off with pay must:
 - 1. Give at least twelve (12) hours advance notice;
 - 2. Secure approval from the supervising Battalion Chief;
 - 3. Utilize the time off in one or more twelve (12) hour blocks;
 - 4. Procure a replacement in the same classification to fill in during his/her absence; and
 - 5. Maintain all required certifications and satisfy all department mandated training requirements.

- a. When a training session is designated as mandatory, the department will hold three (3) training sessions per shift; one at the beginning of the month, one at the end of the month, and one in the month following the initial training.
- b. Employees are required to attend one of the three (3) training sessions offered while on duty. If an employee cannot attend one of the three (3) sessions offered on their assigned shift, said employee shall attend a training session offered on another shift on their own time.
- c. Mandatory Training sessions are: EMT-Refresher training, HazMat training, Confined Space training, and Respiratory training, ~~and any other training deemed appropriate by the Training Division.~~

D. 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*

Last Monday in March – Cesar Chavez Holiday – to be observed starting 2019

Last Monday in May - Memorial Day

July 4th - Independence Day

First Monday in September - Labor Day

Second Monday in October - Columbus Day*

November 11th - Veteran's Day*

Fourth Thursday in November - Thanksgiving Day

The day following Thanksgiving Day

December 25th - Christmas Day

*Except non-shift personnel who are given a floating holiday in lieu of.

SECTION 10 TIME EXCHANGE

Each employee shall enjoy unlimited time exchange privileges subject to existing procedures.

The unit member must:

1. Give at least twelve (12) hours advance notice;
2. Secure approval from the supervising Battalion Chief;
3. Procure a replacement in the same classification to fill in during his/her absence;
4. Maintain all required certifications and satisfy all department mandated training requirements.

- a. When a training session is designated as mandatory, the department will hold three (3) training sessions per shift; one at the beginning of the

month, one at the end of the month, and one in the month following the initial training.

- b. Employees are required to attend one of the three (3) training sessions offered while on duty. If an employee cannot attend one of the three (3) sessions offered on their assigned shift, said employee shall attend a training session offered on another shift on their own time.
- c. Mandatory Training sessions are: EMT-Refresher training, HazMat training, Confined Space training, and Respiratory training, ~~and any other training deemed appropriate by the Training Division.~~

SECTION 11 HEALTH AND DENTAL INSURANCE

The City will pay the monthly premiums on behalf of each employee and eligible dependent under the medical insurance programs available through the City, not to exceed the following limitations:

A. Category

1. Employee only	\$551.00 <u>581</u>
2. Employee plus 1 dependent	\$735.00 <u>815</u>
3. Employee plus 2 or more dependents	\$855.00 <u>965</u>

~~Effective the first pay period following City Council adoption of this agreement, the monthly City contribution for employee + one will increase by forty dollars (\$40) bringing the monthly amount to seven hundred and seventy-five dollars (\$775). The monthly City contribution for employee + two or more will increase by fifty-five dollars (\$55) bringing the monthly amount to nine hundred and ten dollars (\$910). The monthly City contribution for employee-only coverage will be \$551 per month.~~

~~Effective the first paycheck in December 2015, the monthly City contribution for employee + one will increase by forty dollars (\$40) bringing the monthly amount to eight hundred and fifteen dollars (\$815). The monthly City contribution for employee + two or more will increase by fifty-five dollars (\$55) bringing the monthly amount to nine hundred and sixty-five dollars (\$965). The monthly City contribution for employee-only coverage will increase by thirty dollars (\$30) bringing the monthly amount to five hundred and eighty-one dollars (\$581).~~

Effective the first paycheck in December 2016, the monthly City contribution for employee + one will increase by forty dollars (\$40) bringing the monthly amount to eight hundred and fifty-five dollars (\$855). The monthly City contribution for employee + two or more will increase by fifty-five dollars (\$55) bringing the monthly amount to one thousand and twenty dollars (\$1,020). The monthly City contribution for employee-only coverage will increase by thirty dollars (\$30)

bringing the monthly amount to six hundred and eleven dollars (\$611).

Effective the first paycheck in December 2018, any increase in health insurance premiums will be divided equally between the City and employees.

- B. The City shall contribute \$35.00 per month toward the payment of premiums on behalf of each employee participation, in the City's dental plan.
- C. The City and Association will work collaboratively, through the Citywide Health Benefits Committee comprised of representatives of all labor unions, to study and provide recommendations on health care coverage for retired City employees, who are currently covered under the City's health care plans.

SECTION 12 HEALTH INSURANCE WAIVER STIPEND

- A. ~~Effective November 2011, e~~Employees who do not elect to participate in the City's health insurance program and receive the contributions described above in Section 11A and can show proof of insurance shall receive a stipend of no less than \$2,000 the last pay period in November-2012. ~~The same shall apply each November 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 13 LIFE INSURANCE

The City shall provide term life insurance in the amount of \$10,000 for each unit member.

SECTION 14 RETIREMENT SYSTEM/CONTRIBUTION

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS) and there are three (3) tiers depending on date of hire which define the various retirement levels for the member's retirement

formula, final compensation calculation and employee contribution/cost sharing as follows:

A. Tier 1 - Employees hired prior to June 11, 2011.

The retirement formula is 3% at 50 years of age. Final compensation is based on the single highest year (highest consecutive 12 months) pursuant to Government Code Section 20042.

The City shall continue to pay the Employer Paid Member Contribution (EPMC). ~~pick up the entire amount of each affected employee's normal contribution to PERS.~~ Said CalPERS pick-up contributions shall be credited to the employee's account with PERS. In no event shall the contribution by the City exceed nine (9%) of the affected member contribution for public safety members of CalPERS.

Effective the first pay period following January 1, 2019, represented employees in Retirement Tier 1 shall contribute a total of two and one half percent (2.5%) of the Employer Contribution into their PERS pension plan. The two and one half percent (2.5%) Employer Contribution PERS pickup shall be calculated based on pensionable compensation.

Effective the first pay period following January 1, 2020, represented employees in Retirement Tier 1 shall contribute ~~a total of an additional~~ two and one half percent (2.5%) of the Employer Contribution into their PERS pension plan. The ~~additional~~ two and one half percent (2.5%) Employer Contribution PERS pickup shall be calculated based on pensionable compensation. ~~The total employee contribution will be five percent (5%) of the Employer Contribution into their PERS pension plan calculated based on pensionable compensation.~~

Effective the first pay period following January 1, 2021, represented employees in Retirement Tier 1 shall contribute ~~a total of an additional~~ two percent (2%) of the Employer Contribution into their PERS pension plan. The ~~additional~~ two percent (2%) Employer Contribution PERS pickup shall be calculated based on pensionable compensation. ~~The total employee contribution will be seven percent (7%) of the Employer Contribution into their PERS pension plan calculated based on pensionable compensation.~~

Effective the first pay period following December 30, 2021, represented employees in Retirement Tier 1 shall contribute ~~a total of an additional~~ one percent (1%) of the Employer Contribution into their PERS pension plan. The ~~additional~~ one percent (1%) Employer Contribution PERS pickup shall be calculated based on pensionable compensation. ~~The total employee contribution will be eight percent (8%) of the Employer Contribution into their PERS pension plan calculated based on pensionable compensation.~~

B. Tier 2 – All employees hired on or after June 11, 2011, but prior to January 1, 2013, or employees hired by the City on and after January 1, 2013, who meet the definition of a classic member as stated by the CalPERS rules or have worked for an agency whose retirement system has reciprocity with PERS, within six (6) months of a break in service.

The retirement formula for bargaining unit members in this tier is 3% at 55 years of age pursuant to Government Code Section 21363.1. Final compensation is calculated as the average of the three (3) highest consecutive years pursuant to Government Code Section 20037. Employees in Tier 2 pay the entire member contribution, which is nine percent (9%) of compensation.

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 PERS members.

The retirement formula is 2.7% at 57 years of age. Final compensation is calculated as the average of the highest thirty six (36) consecutive months pursuant to Government Code Section 7522.32(a). Employees in Tier 3 pay fifty percent (50%) of the normal cost to CalPERS which is currently 12.25% of compensation.

Final tier determination and reciprocity eligibility is made by PERS according to the membership eligibility requirements in the CalPERS Law.

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."

E. The City shall provide the one half widow's continuance option to all employees in the Fire Unit.

F. ~~Either party may request to re-open the agreement in January 2016 regarding cost sharing pursuant to Government Code Section 20516.5.~~

~~G.~~—The RCFA does not waive the claim that employees hired between January 1, 2013, and June 30, 2014, were unlawfully placed as new members under PEPRA.

SECTION 15

ESTABLISHMENT OF RETIREE MEDICAL TRUST FUND

A. Except as provided in subparagraph B below, the City shall make a defined contribution ~~contribute~~ each month toward the retiree medical trust fund established by the Association in an amount equal to the one hundred dollars (\$100) for every employee in this unit of representation who is in a paid status.

B. The trust shall be administered by a “third party administrator” selected by the Southern California Firefighters Benefit Trust Board of Trustees. ~~provide post-retirement medical benefits only to individuals who have retired under any of the following conditions:~~

- ~~1. A service retirement with twenty (20) or more years of service with the City of Riverside.~~
- ~~2. An industrial disability retirement with the City of Riverside.~~
- ~~3. A non-industrial disability retirement after fifteen (15) or more years of service with the City of Riverside.~~

C. The Trust shall provide post-retirement medical benefits in compliance with ERISA and the Internal Revenue Code according to the Medical Expense Reimbursement Plan (“Plan”) of the Trust, only to individuals who have met the eligibility.

D. The Association agrees to provide a copy of the annual audited financial statements of the Trust upon request of the City, and the Association agrees to request authorization from the Board of Trustees for ~~allow~~ the City to audit the books and records of the ~~trust~~ Trust at the City's request.

~~E.D.~~—Upon retirement of an employee in this unit of representation, the City shall make pre-tax (to the extent permitted by the Internal Revenue Service) defined contributions to the Southern California Firefighters Inland Empire Fire Fighters Benefit Trust (or such other Trust as the Association may designate from time to time) in an amount equal to 75% of the value of the sick leave payout entitled the employee pursuant to Section 18C of this Memorandum of Understanding (MOU) based upon the employee's rate of pay immediately preceding retirement. The remaining 25% of the sick leave payout entitlement shall continue to be paid in cash to the employee upon retirement. These contributions shall only be used

to pay retiree health insurance premiums or health services expenses, in accordance with the terms of the Trust. The employee shall not have the option to receive a cash contribution for the value of the sick leave benefits contributed to the Trust fund in lieu of making those contributions.

F. The City shall remit the above defined contributions and/or accrued leave payments directly to the Trust for the duration of the Memorandum of Understanding. Those contributions shall be remitted bi-weekly, in one aggregate payment, (e.g. ACH transfer or wire) directly to the custodian of the Southern California Firefighters Benefit Trust within 30 days of the date the payment would have been payable to the employee. In addition, the City shall submit a monthly report of the contributing employees, in the format requested by the Southern California Firefighters Benefit Trust, ~~that the City can reasonably develop~~, to the Trust office and to the Secretary-Treasurer of the Riverside City Firefighters Association.

a. The City shall also remit, on behalf of the employees of the Riverside City Firefighters Association, a defined contribution each month in the amount equal to twenty-five dollars (\$25). The employee contribution will be withheld, pre-tax, from each member's paycheck bi-weekly. The withholding will be identified as a line-item, on each members pay stub, under Current Deductions, "FD RETMD."

G. The City's obligation to provide pre-tax deposits would remain subject to Internal Revenue Service rules as they may be revised in the future. Should the Internal Revenue Service later determine that these contributions are no longer permissible on a pre-tax basis, the parties shall meet and confer in good faith to pursue alternative approaches for providing comparable benefits. If the parties are unable to reach an agreement, the retiree shall receive the entire sick leave payout in cash pursuant to the provisions of Section 18C of the MOU.

H. The Riverside City Firefighters Association agrees, to the fullest extent permitted by applicable law, to indemnify and hold harmless the City and each of its agents, officers, and employees against all costs, expenses, liability, and damages resulting from any misrepresentation, negligent action or inaction, or breach of, the Trust, or any rules, policies, or procedures established by the Trust's Board of Trustees.

I. ~~The No~~ City provides no guarantee to Fire employees regarding the ultimate length of retiree medical benefit payout ~~after funding~~. Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in value. Nothing contained in this MOU shall constitute a guarantee by the City that assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. All City payments to the

Trust are defined contributions only. Payments to be paid from the Trust are limited to the remaining assets in the Trust and governed by the Board of Trustees and the current Plan.

The parties understand that ~~the above provisions~~this amendment shall in no way obligate the City to incur any additional costs or obligations beyond those already set forth in MOU.

SECTION 16 LONG-TERM DISABILITY

The City shall contribute ten dollars (\$10.00) per month per employee toward the group long-term disability program maintained by the Association for its members.

SECTION 17 DEFERRED COMPENSATION

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

SECTION 18 STAFFING MINIMUMS

Staffing reductions of Training Captain, Arson Captain and Squad 5 will be removed for a period of 2 years effective July 1, 2016 and will be restored effective July 1, 2018. The City reserves the right to reopen based on its financial position. If the City experiences a substantial improvement in financial position, the original staffing levels will be restored effective July 1, 2017. Upon restoration of original levels, the number of Firefighters will increase from 33 to 34 and the overall total from 67 to 68. The Training Division will be restored to 2 Training Captains and the Chief Arson Investigator Fire Captain will be restored.

- A. Except as specifically provided herein, the minimum staffing requirements shall provide that at all times there shall be on duty at least sixty-seven (67) sworn fire suppression personnel, excluding employees in the classification of Fire Battalion Chief and above. Of those 67, minimums shall apply to certain classifications as follows:

Fire Engineer	17
Fire Captain	17
Firefighter	33

Staffing reductions of Training Captain, Arson Captain and Squad 5 will be removed for a period of 2 years effective July 1, 2016 and will be restored effective July 1, 2018. The City reserves the right to reopen the MOU based on

its financial position. If the City experiences a substantial improvement in financial position, the original staffing levels will be restored effective July 1, 2017. Upon restoration of original levels, the number of Firefighters will increase from 33 to 34 and the overall total from 67 to 68. The Training Division will be restored to 2 Training Captains and the Chief Arson Investigator Fire Captain will be restored.

~~Notwithstanding the minimum staffing requirements specified above, all staffing levels in place as of April 1, 2009 shall be maintained as Status Quo throughout the entire term of this Agreement.~~

- B. The Fire Chief may elect to increase the above minimum staffing levels; in the event such increase, the Fire Department will operate on the basis of such increased staffing level(s) as if it were the minimum level established by this M.O.U. In the event of such increase, the Fire Chief retains the right to reduce minimum staffing levels provided such reduction does not fall below the level specified in A above. Any such reduction must be on a long-term basis, as opposed to being implemented from day-to-day or on an ad hoc basis simply to avoid paying overtime on a daily or short-term basis.
- C. Notwithstanding the language of sections A and B, for periods of eleven (11) hours or less, the Fire Department may operate at levels below those prescribed or set above because of temporary absences.
- D. ~~During the term of this Agreement, the Fire Department has agreed to refrain from filling twelve (12) Relief Fire Suppression positions. It is the City's goal to increase staffing to achieve 4-person crews on all engines and trucks. Should the City, at its option, expand the number of 4-person crews, the additional sworn firefighter positions approved in the fiscal year 2006-07 budget would be allocated to achieve this increase rather than utilized as relief staff.~~

SECTION 19 SICK LEAVE

A. SICK LEAVE

Fire Unit employees assigned to suppression duties shall earn sick leave credit at the rate of twelve hours per month of employment. All other Fire Unit employees shall accumulate eight hours of sick leave credit for each full month of employment or major portion thereof. Such sick leave credit may be accumulated without limitation, except as provided elsewhere.

B. FAMILY SICK LEAVE

Sick leave for family illnesses will be allowed only for the sickness or injury of the

spouse, child, mother, father, registered domestic partner or child of the domestic partner of the employee. All family sick leave must be approved by management in the department and a doctor's certificate may be required in the case of sick leave for family illnesses in excess of one and one-half shifts.

For illnesses that qualify under FMLA, the procedures set forth in Section 19 shall apply.

C. SICK LEAVE PAYOUT

Accumulated unused sick leave at the time of retirement, or disability retirement, or death of an employee shall be paid to the individual or his beneficiary in accordance with the following formula:

1. More than 5 years but less than 10 years of continuous service will be paid 25% of unused accumulated sick leave.
2. More than 10 years of continuous service will be paid 50% of unused accumulated sick leave.

SECTION 20 FMLA and FRA

- A. The City shall apply provisions of the Family and Medical Leave Act of 1993 (FMLA) and the Moore-Brown-Roberti Family Rights Act (Gov. Code, § 12945.2) (FRA) to eligible unit members.
- B. To be eligible for this benefit, the unit member must have at least twelve (12) months service with the City and have worked at least 1,250 hours for the City in the preceding twelve (12) months.
- C. Pursuant to FMLA and FRA, eligible unit members may use accrued vacation leave to care for a child, spouse or parent suffering from a serious health condition. If the leave is because of the employee's own serious health condition, accrued sick leave shall be exhausted before utilizing accrued vacation leave.
- D. Family care and medical leave shall be counted against and run concurrently with such accrued vacation leave or sick leave as described in section C.

SECTION 21 HOURS AND OVERTIME

- A. The workweek of affected employees (excepting forty-hour per week employees) shall be adjusted to fifty-six (56) hours per workweek, to be implemented in increments of twenty-four (24) hour shifts.

- B. For all employees represented by the Association who are assigned to fire suppression duties and work shifts of 24 hours duration (fire suppression employees), overtime shall be defined as all time worked in excess of the regularly scheduled work shift or in excess of 182 hours in a 24-day work period commencing April 4, 1986. For all other employees the work period shall be seven days commencing Friday midnight and extending to the following Friday midnight. Employee shall receive overtime compensation therefore as follows:
1. For the purposes of administering this policy, in accordance with the City's fourteen (14) day pay period, the City shall pay fire suppression employees 112 hours per pay period as follows:
 - a. The first 106 hours shall be paid at straight time.
 - b. The last six hours shall be paid at one and one-half times the employee's regular hourly rate of pay. To the extent permitted by the Public Employees' Retirement System (PERS), earnings, if any, for these six hours shall be separately reported to PERS as "compensation earnable" for purposes of retirement calculations.
 2. All hours worked beyond the regularly scheduled hours of work in a pay period shall be paid at one and one-half times the employee's regular hourly rate of pay.
 3. For purposes of calculating eligibility for overtime compensation, the City shall continue to count as hours actually worked all paid leave time including, but not limited to, holiday, vacations, sick leave, industrial disability leave and compensatory time off.
 4. With respect to fire suppression employees, hours worked because of a shift trade shall not be counted as time worked for purposes of calculating eligibility for overtime compensation; however, hours scheduled to be worked but not worked because of a shift trade shall be counted as time worked for purposes of calculating eligibility for overtime compensation.
 5. An individual who volunteers to work to replace themselves because they elected to receive holiday compensation in the form of time off without loss of pay shall only receive straight time overtime compensation therefore.
 6. Employees shall have the opportunity to receive premium overtime compensation, as described above, in compensatory time off (CTO) subject to a maximum accrual limit of fifty-six (56) hours in accordance with current practices as defined below:

- a. Emergency callback (not mandatory overtime)
 - b. Holdover
 - c. Strike Teams
7. It is the present intent of the City and the administration of the Fire Department to maintain the current practice regarding overtime assignments, provided, however, that this agreement shall in no way be interpreted or applied to limited, abridge, restrict or modify the City's rights including, but not limited to, its pre-existing obligation to minimize overtime compensation.
- C. No sworn firefighting employee shall be permitted to work more than ninety-six (96) consecutive hours, in accordance with attachment C.
- D. Unit members assigned to "Day Shift" are eligible for a flexible work schedule subject to Fire Chief and City Manager discretion and approval, consisting of a four-ten (4/10), nine-eighty (9/80) or substantially equivalent two-week work period. The operation of this clause is specifically excluded from the grievance procedure set forth in Section 24 herein and/or the City's Employer-Employee Relations Resolution or any other administrative remedy.
- E. Employees that are regularly assigned responsibility for canine handling and care shall receive fifteen (15) hours per month paid at the premium rate equal to time and one half (1 ½) of the employee's rate. This stipend represents a good faith estimate by RCFA and the City as to the average amount of time K9 handlers devote to animal care.

SECTION 22 CALLBACK

Each Fire Unit employee who has been "called back" to duty to perform services for the City shall receive minimum overtime compensation of two hours pay at the rate of time and a half.

SECTION 23 COURT TIME

Employees will be compensated at the rate of one and one-half times their regular hourly rate for actual time spent standing-by or testifying in Court related to their official duties, provided that, with respect to required Court appearances, employees shall receive a minimum of four (4) hours compensation at their regular hourly rate of pay, including automatic earnings.

SECTION 24

ON-CALL

Call time shall be that period of time other than regularly scheduled working time, when an employee at the direction of the department head is on standby duty, is required to remain in the immediate area, and is available to receive and respond to calls for emergency service. Except as may be provided hereinafter, an employee on-call shall be compensated at the rate of four (4) hours of regular hourly pay for each continuous twenty-four(24) hours on call. An employee on call from the end of a regularly scheduled daily work shift to the beginning of the next day's regularly scheduled work shift shall receive compensation equivalent to one (1) hour of regular pay.

SECTION 25 GRIEVANCE PROCEDURE

A. PURPOSE:

To provide regular public safety employees with an orderly procedure for processing a grievance. The current MOU for the bargaining unit should be referenced as to specific language.

B. DEFINITION:

A grievance is an allegation by an employee that the employee has 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 resolutions, or the City's written personnel policies and procedures.

C. POLICY:

Regular employees in the Fire and Fire Management and Police and Police Management Units shall use the hereinafter prescribed procedure for grievances arising out of the administration of ordinances or regulations dealing with personnel, salary, or other benefits, any alleged improper treatment of an employee, or any alleged violation of commonly accepted safety practices and procedures.

1. Representation - An employee may be represented at all stages of the grievance procedure by himself/ herself or, at his/her option, by a representative.

In this grievance procedure, any reference to grievant means grievant, his/her representative, and/or a bargaining unit.

2. Time Limits - The time limits herein are maximum time limits; however, time limits may be extended by mutual agreement.

- a. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance.

b. 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.

3. Arbitration Costs and Selection - The cost of the hearing officer/arbitrator shall be borne equally by the City and the Association. If the parties are unable to agree upon a hearing officer or arbitrator, hearing officers and arbitrators shall be selected from a panel submitted by the California State Conciliation Service; each party shall alternately strike names until there is one remaining. If the Association is neither the grievant or the grievant's representative, the cost of the hearing officer/arbitrator shall be borne equally by the City and the grievant.

D. PROCEDURE:

Responsibility

Action

Department, Grievant

1. Informal Step: As a general policy, attempts shall be made to ascertain all facts and adjust all grievances on an informal basis between the grievant and a supervisor in the chain of command up to and including the Division Head.

Presentation of this grievance shall be made within ten (10) working days from the date the grievant knew or should have known of the act or occurrence giving rise to the grievance.

Grievant

2. Step One: If the grievance is not adjusted to the satisfaction of the grievant within five (5) working days after presentation of the grievance, the grievant may submit the grievance in writing to the department head within the next ten (10) working days.

Department Head

3. Meets with the grievant within five

	(5) working days of receipt of the written grievance and communicates a decision to the grievant within five (5) working days after the meeting.
Grievant	4. <u>Step Two:</u> If the grievant is not satisfied with the decision of the department head, the grievant may, within ten (10) working days after receipt of the department head's decision, submit in writing the grievance and request for a hearing to the Assistant City Manager for review.
Hearing Officer	5. Hears case and makes recommendation according to the type of grievance. <ul style="list-style-type: none"> a. Non-disciplinary grievances: Heard by a hearing officer who shall make advisory recommendations to the City Manager. The City Manager's decision shall be final. b. Disciplinary grievances for regular employees who are suspended for ten (10) days or more (three (3) shifts or more for Fire Department personnel assigned to work more than 40 hours per week), are demoted in rank, or are terminated. Appeals to a hearing officer whose decision is final. Either party may seek review of the hearing officer's decision pursuant to Code of Civil Procedure Section 1094.5. c. Other disciplinary grievances for employees who receive

discipline other than that which is indicated in b. The matter may be appealed to binding grievance arbitration. The arbitrator's decision and award shall be final and binding on the parties and may be reviewed only pursuant to Code of Civil Procedure Section 1285 et seq.

SECTION 26

LABOR RELATIONS LEAVE TIME

- A. Up to 528 864 hours per year during this agreement will be available collectively for the designated Association members for use during this agreement for attendance at California Professional Firefighters and the International Association of Firefighters functions.
- B.. Leave time must be requested in advance and the requesting employee must arrange for a replacement on a rank-for-rank basis.

SECTION 27 (Reserve for future use)

DUTY STATION ASSIGNMENTS

~~The Department shall establish a station or shift transfer list annually. Employees wishing to transfer shall make a formal bid request per Department Policy. Employees on the list will be ranked on the basis of seniority with the department. As vacancies occur, employees will be allowed to transfer in the order indicated on the "Bid List".~~

~~The Department reserves the right to deny or change any bid or transfer request for the good of the Department.~~

SECTION 28

BEREAVEMENT LEAVE

In addition to bereavement leave specified in the Human Resources Policy and Procedure Manual, one day of paid bereavement leave shall be allowed for purposes of attending the funeral in the event of the death of an uncle or aunt.

SECTION 29

TRAINING

Any scheduled drills which as scheduled would occur during a Stage" Smog Alert (0.50 ppm) or at a time when the temperature exceeds 100°F, shall not be held then and may be rescheduled at some other time.

SECTION 30

ABANDONMENT OF POSITION

The City's disciplinary policy shall be modified to provide that absence without authorized leave for two consecutive working shifts creates a rebuttable presumption

that the employee has voluntarily abandoned his/her position. This presumption may be rebutted by the presentation to the Fire Chief of a satisfactory explanation for the absence. Absent an explanation that satisfies the Fire Chief, the abandonment may be grounds for disciplinary action, subject to the established right of employees to appeal any such discipline.

SECTION 31 PARAMEDIC SERVICES PROGRAM

A. Licenses/Certifications:

1. Personnel assigned as a Paramedic will be required to maintain all licenses, accreditations, and certifications necessary to perform the duties of paramedic.
2. The City of Riverside Fire Department will pay the fees for State of California EMT-P licensure, and one-time Riverside County accreditation fee, for personnel classified and assigned as Firefighter/Paramedic.
3. Failure to maintain all required Paramedic licenses, certifications, or accreditations will result in immediate termination and/or suspension.
4. All paramedic continuing education training and recertification will be done on employee's own time.

SECTION 32 (Reserve for future use) ~~CHIEF ARSON INVESTIGATOR~~

~~The Chief Arson Investigator position in the Fire Department will be filled by an employee having the classification of Fire Captain.~~

SECTION 33 SAFETY EQUIPMENT

A committee shall be established to study and make recommendations to the management of the Fire Department regarding safety equipment. The committee shall be composed of one representative of management from the Fire Department, one representative from the Association, and the City Safety Officer.

SECTION 34 FIRE COMPLAINT POLICY

The Fire Personnel Complaint Policy is SOP #1.12 and is found in its entirety as Attachment A.

SECTION 35
REASONABLE SUSPICION DRUG TESTING POLICY

The Reasonable Suspicion and Post-Accident Drug and Alcohol Testing Policy for Members of the Riverside City Firefighters' Association is SOP # 1.13 and is found in its entirety as Attachment B.

SECTION 36
BODY ART

During the term of this Agreement, the Fire Department shall prepare a Policy addressing tattoos and other body art after meeting and conferring in good faith with authorized representatives of the Association. The policy shall identify which tattoos and body art must be covered while the employee is on duty and the matter in which any covering shall occur, taking into account heat stress and other safety factors.

SECTION 37

The following wages, hours and other terms and conditions of employment of Fire Unit employees are described and set forth in the following sections of the City of Riverside FRINGE BENEFITS AND SALARY RESOLUTION:

Vacation Accrual	Section 6, subsections a, d, f and h
Bereavement Leave	Section 8
Industrial Accident Leave	Section 9
Leave of Absence	Section 10
Military Leave of Absence	Section 12
Witness Appearance Compensation (Civilian)	Section 13
Jury Duty Compensation	Section 14
Automobile Allowance and Reimbursement for Expenses	Section 15
Retirement Benefits	Section 22, Table 12

The contents of those provisions of the City of Riverside FRINGE BENEFITS AND SALARY RESOLUTION as they existed on July 1, 2006 are incorporated by reference herein and shall remain in full force and effect during the entire term of this agreement unless amended by mutual agreement of the parties.

SECTION 38
AGENCY SHOP

- A. Subject to Article III Section 4, payroll deductions, of the City's Employer Employee Relations Resolution, upon the voluntary written authorization of bargaining unit employees, the City shall deduct and remit to the Association, the Association's initiation fee and periodic dues for members of the Association.
- B. Any unit member who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall become a member of the Association or pay to the Association a fee in an amount equal to the Association's periodic dues; provided, however, that the unit member may authorize payroll deduction for such fee in the said manner as provided in paragraph 4.1, above.
- C. Dues withheld by the City shall be transmitted to the Association Officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.
- D. The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit member to remain a member in good standing of the Association or to pay the equivalent of Association dues during the term of this agreement shall constitute, generally, just and reasonable cause for termination.
- E. The City shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) workdays or more after such submission.
- F. No unit member shall be required to join the Association or to make an agency fee payment if the unit member is a actual verified member of a bonafide religion, body or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with the Association to satisfy his/her obligation by donating the equivalent amount to one of the non-labor, non-religion charitable funds, tax exempt under Section 501 (c) 3 of the Internal Revenue Code, listed below:
 - (a) Riverside Firefighters Memorial Fund
 - (b) American Cancer Society
 - (c) Heart Association

- G. Whenever a unit member shall be delinquent in the payment of dues or fees, the Association shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the MERO. In the event that the unit member fails to cure said delinquency, the Association shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable state laws and are specifically excluded from the Grievance Procedure Agreement.
- H. The City shall not deduct monies specifically earmarked for a PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.
- I. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and, upon request to the employees who are members of the Association, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosures Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.
- J. This organizational security arrangement shall be null and void during the period following expiration of the Memorandum of Understanding and prior to entering into a successor agreement containing the same provision for organizational security. Additionally, this organizational security arrangement shall be null and void if rescinded by a vote of employees pursuant to Government Code Section 3502.5 (b).
- K. The Association will defend, indemnify and hold harmless the City of Riverside from any loss, liability or cause of action arising out of the operation of this article.
- L. It is understood and agreed that this Memorandum of Understanding 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 the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, otherwise held invalid or enforceable by any tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of the Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

SECTION 39
PROVISIONS OF LAW

- A. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over all prior written agreements and all contrary practices and procedures. Any amendments to this agreement shall require approval by City Council adoption.
- B. 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 1 B of Resolution No. 15079, or its successor, if any.
- C. The City and the Association 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.
- D. 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, or otherwise held invalid or unenforceable by any tribunal or competent jurisdiction, such part of provisions shall be suspended and superseded by such applicable laws and regulations and the remainder of the MOU shall not be affected thereby and shall remain in full force and effect.

Upon ratification by the membership of the Association and by the City Council this Memorandum of Understanding shall be effective through December 31, 2021 ~~June 30, 2017~~, and for the duration of any agreed upon extension.

MANAGEMENT REPRESENTATIVES
CITY OF RIVERSIDE

RIVERSIDE FIREFIGHTERS'
ASSOCIATION

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

DATED _____

DATED _____