Tentative Agreement 7/14/2016

MASTER
MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF RIVERSIDE

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL #47

SUPERVISORY UNIT

October 1, 2016 through September 30, 2021

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ATTACHMENT A BENCHMARK SALARY SURVEY 2016

MASTER MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RIVERSIDE
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL #47

REGARDING THE SUPERVISORY UNIT

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into with reference to the following facts:

A. Representatives of management for the City of Riverside (hereafter "City") and representatives of the International Brotherhood of Electrical Workers, Local #47 (hereafter "Union") 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 employee-members represented by the Union in the Supervisory Unit.

B. The management representatives and the representatives of the Union 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 provide for the changes in wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.

C. This MOU incorporates, contains and represents all of the terms and conditions agreed upon by both parties as of the date this agreement is ratified. Any previous agreements/practices which are contrary to the language in this MOU shall be null and void.

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

The parties hereto have jointly recommended to the City Council of the City of Riverside that one or more salary resolutions be adopted effectuating the following changes in salaries, fringe benefits and other terms of employment for the employee members in the Supervisory unit (Energy Delivery Division, Water Delivery Division, and Power Resources Division) represented by the Union.

ARTICLE 1 SALARIES

1.1 Salaries

1.1.1 Effective the first pay period following November 1, 2016, all members of the bargaining unit will receive a salary survey adjustment (minimum 1% increase) based on the results of the Benchmark Salary Survey at the 60th percentile (surveyed agencies based on mutual agreement between the City and the union).

1.1.2 Effective the first pay period following .November 1, 2017, all members of the bargaining unit will receive a four percent (4%) increase to their base salary.

1.1.3 Effective the first pay period following November 1, 2018, all members of the bargaining unit will receive a four percent (4%) increase to their base salary.

1.1.4 Effective the first pay period following November 1, 2019, all members of the bargaining unit will receive a four percent (4%) increase to their base salary.

On or around October 1, 2020, the City agrees to conduct a new Benchmark Salary Survey at the 50th percentile with the same agencies surveyed during the ratification of this new contract (approximately July/August 2016).

1.1.5 Effective the first pay period following November 1, 2020, all members of the bargaining unit will receive a three and ½ percent (3.5%) increase to their base salary OR salary adjustment based on the results from the 2020 Benchmark Salary Survey. The union has the option of making the selection for each class of the benchmark positions identified in the salary survey.

~~1.1.1 As soon as practicable, upon ratification by the City Council, the salary changes per the salary survey shall be implemented to reflect the changes for each classification as set forth in the salary survey schedule sheet.~~

~~1.1.2 Effective the first full pay period following October 1, 2014, all members of the bargaining unit will receive a 2% salary survey adjustment.~~

~~1.2.3 Effective the first full pay period following October 1, 2015, all members of the bargaining unit will receive a 2% salary survey adjustment.~~

~~1.2.4 As soon as practicable, upon ratification by the City Council, each active member will receive a one-time contract stipend in the amount of Eight Hundred Seventy Five Dollars ($875.00).~~

1.2.~~5~~1 The City shall contribute $250 to an employee's deferred compensation account for each month that the employee contributes a minimum amount of $25 per pay period.

1.2 Group Health Insurance Programs

1.2.1 Medical Benefits

~~Effective the first pay period following ratification of this MOU by the City Council, the City will contribute the following amounts monthly toward payment of premiums for eligible unit members:~~

~~Employee Only – fully paid by City~~
~~Employee + 1 - $765.00~~
~~Employee + Family - $1,045.00~~

~~Effective July 1, 2014, the City will contribute the following amounts monthly toward payment of premiums for eligible unit members:~~

~~Employee Only – fully paid by City~~
~~Employee + 1 - $805.00~~
~~Employee + Family - $1,100.00~~

~~Effective July 1, 2015, the City will contribute the following amounts monthly toward payment of premiums for eligible unit members:~~
The City pays the following monthly contributions toward payment of premiums for eligible unit members:

Employee Only – fully paid by City
Employee + 1 - $845.00
Employee + Family - $1,155.00

Effective the first paycheck in December 2017 for January 2018 premium, the City will increase the monthly contributions as follows:

Employee Only:	fully paid by City
Employee +1:	$50 increase ($895 – new)
Employee + Family:	$100 increase ($1,255 – new)

Effective the first paycheck in December 2018 for January 2019 premium, any increase in cost of health insurance premiums will be divided equally between the City and the employees. (The increases will vary depending on individual employee coverage plans.) This provision shall not apply to individuals with employee only coverage until the premium exceeds the amount of the City's monthly contribution. This provision shall remain in effect throughout the term of this contract.

(1) An employee who provides proof of medical insurance coverage elsewhere and who declines City medical insurance coverage will receive annually for each such year of declination an annual payment of $2,100 payable the following November.

(2) If a declination of coverage by one City employee results in coverage being provided by another City employee then, in that event, 80% of the savings, if any, will be paid to the employee the following November; if there are no savings, there will be no payment. Paragraph (1) above does not apply to such situation.

(3) Nothing herein deprives the City of the right to add, change, delete or modify medical carriers, providing the City consults with the Health and Benefits Committee.

~~(3)~~

(4) 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.

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

The dental contribution will be $55.00 per month, except for those pay periods not subject to dental insurance deductions.

1.2.3 Life Insurance: The City will provide a $75,000 term life insurance policy; nothing herein shall alter the legal interest, if

any, vested in employees under the previous paid-up life insurance policy, including AD&D. Employees may purchase additional insurance coverage at their own expense subject to carrier requirements.

1.2.4 Disability Insurance: The City shall make available a long term disability plan which may be paid through a deduction to the City's deferred compensation plan or through authorized payroll deductions. At any time during the term of this agreement, either party may reopen to discuss supplemental disability plans.

1.3 Shift Differential

1.3.1 Effective the first payroll period following Council Approval, the following hourly shift differential shall apply to bargaining unit employees regularly scheduled to work swing shift and/or regularly scheduled to work graveyard shift:

Swing Shift	Graveyard Shift
$1.65	$2.00

An employee who works 75% or more of a scheduled shift between 3:00 p.m. and 11:00 p.m. will receive swing shift differential for the entire shift. An employee who works 75% or more of a scheduled shift between 11:00 p.m. and 7:00 a.m. will receive graveyard shift differential for the entire shift.

1.3.2 Saturday swing shift differential shall be paid between the hours of 7:00 a.m. and 11:00 p.m. Sunday graveyard differential shall be paid between the hours of 11:00 p.m. Saturday and 7:00 a.m. on Monday.

1.3.3 Overtime compensation shall be based upon the shift differential, if any, applicable during the overtime hours actually worked; except that the shift differential shall be excluded from the regular rate of pay for purposes of working and computing overtime at the double-time rate.

1.4 Retirement

1.4.1 The City has three tiers of retirement benefits as a result of changes to CalPERS. The three retirement tiers as they apply to IBEW are set forth as follows:

1.4.2 Tier 1 Employees: Employees hired prior to October 19, 2011.

The retirement formula is two point seven percent (2.7%) at (55) years of age. Final compensation is calculated as the

average of the single highest year based on the highest twelve (12) consecutive months.

Effective the pay period following November 1, 2017, employees in the bargaining unit shall contribute two percent (2%) of their total pensionable compensation into the employee share of the PERS pension plan. The City shall continue to pay the remaining Employer Paid Member Contribution (EPMC) which is six percent (6%) of pensionable compensation. "Pensionable compensation" shall include the City paid EPMC. The City paid EPMC shall be reported to CalPERS as pensionable compensation. The EPMC shall not be considered employer contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.

Effective the pay period following November 1, 2018, employees in the bargaining unit shall contribute an additional two percent (2%) of their total pensionable compensation for a total of four percent (4%) into the employee share of the PERS pension plan. The City shall continue to pay the remaining Employer Paid Member Contribution (EPMC) which is four percent (4%) of pensionable compensation. The City paid EPMC shall be reported to CalPERS as pensionable compensation. The EPMC shall not be considered employer contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.

Effective the pay period following November 1, 2019, employees in the bargaining unit shall contribute an additional two percent (2%) of their total pensionable compensation for a total of six percent (6%) into the employee share of the PERS pension plan. The City shall continue to pay the remaining Employer Paid Member Contribution (EPMC) which is two percent (2%) of pensionable compensation. The City paid EPMC shall be reported to CalPERS as pensionable compensation. The EPMC shall not be considered employer contribution pursuant to section 414, subdivision (h) (2) of the Internal Revenue Code.

Effective the pay period following November 1, 2020, employees in the bargaining unit shall contribute an additional two percent (2%) of their total pensionable compensation for total of eight percent (8%) into the employee share of the PERS pension plan. Employees will therefore contribute the entire employee share (8%) into their PERS plan by the end of this contract.

1.4.3 Tier 2 Employees: Employees hired on or after October 19, 2011and prior to January 1, 2013 or employees hired after January 1, 2013, who are laterals from another CalPERS

agency or an agency whose retirement system has reciprocity with PERS, within 6 months of terminating employment with the prior CalPERS agency.

The retirement formula is two point seven percent (2.7%) at (55) years of age.

Final compensation for employees in this tier, who are hired on or after October 19, 2011, but prior to December 16, 2011, is calculated as the average of the single highest year based the highest twelve (12) consecutive months.

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.

All employees in Tier 2 pay the entire EPMC, which is eight percent (8%) of compensation.

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

The retirement formula is two percent (2%) at sixty-two (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 PERS, which is currently seven percent (7%) of compensation.

A new member is defined in the PEPRA as any of the following:

A. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2103, and who has no prior membership in any California public retirement system;
B. A new hire show 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;
C. A member who first establish 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”.

1.4.5 Effective January 1, 1984, the City shall implement the three percent (3%) Cost of Living Adjustment (hereafter “COLA”) for bargaining unit retirees.

1.4.6 Effective July 1, 1988, the City will request PERS to amend its contract with the City to provide employees covered by this Agreement the surviving spouse option under Government Code Section 21546.

1.4.7 The City will maintain the two point seven percent (2.7%) at fifty-five (55) PERS retirement benefit for bargaining unit members in Tier 1 and Tier 2, provided that legislation enacted by the State of California does not prevent the City from continuing to do so.

1.4.8 Military Buy Back and any other PERS options currently available to employees covered by the City’s Miscellaneous PERS contract will continue to be made available to employees who meet the qualifications for such benefits, provided that legislation enacted by the State of California does not prevent the City from continuing to do so.

1.5 Temporary Upgrade

Employees who are authorized and temporarily assigned by the Department Head or his/her designee to assume the duties of a higher level position shall receive a temporary five percent (5%) increase after a total of three (3) hours in an eight-hour shift in the higher class retroactive to the first hour for those hours worked in the higher classification. An employee will not be moved to reset the clock.

Temporary upgrades which exceed 180 consecutive calendar days shall receive a temporary ten percent (10%) increase over the affected employee’s base rate of pay beginning with the 181st day, or the payroll period; provided, however, that the upgrade wage will not exceed the maximum rate of pay applicable to the upgrade position.

1.6 Hours

The normal hours of work for employees covered by this agreement shall be as follows:

1.6.1 Energy Delivery Division: 6:00 a.m. to 3:30 p.m. with one-half (½) hour off for lunch near the midpoint of the shift.

1.6.2 Water Delivery Division: 6:30 a.m. to 4:00 p.m. with one-half hour off for lunch near the midpoint of the shift.

1.6.3 Power Generation: Power Generation personnel shall normally work 7:00 a.m. to 3:30 p.m. or rotate shifts as needed (to be determined by the City) using a combination of 7:00 a.m. to 3:30 p.m.; 9:00 a.m. to 5:30 p.m.; and 11:00 a.m. to 7:30 p.m., with 30 minute meal break near the mid-point of the shift. Shifts shall be assigned equitably. When days off are changed in order to operate the generating plants on Saturday and/or Sunday shifts shall be compensated using shift differential rates in accordance with Section 1.3. For purposes other than operating the generating plants on Saturdays and Sundays, overtime shall be paid at the appropriate rate. When overtime rates are applicable, shift differential does not apply. At no time shall any bargaining unit employee be scheduled for regular shifts during any standard workweek with less than two (2) consecutive days off, absent any overtime.

For the purpose of operating a base load or near base load generating facility that requires 24-hour day coverage, the following rotating shifts shall apply: 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; and 11:00 p.m. to 7:00 a.m. The meal breaks shall be included within the shift and should be taken as duties permit. The City is under no obligation to provide such meals or time for same. Shift differential and consecutive days off provisions discussed in the paragraph above shall apply.

The City shall prepare the work schedule for each individual Generation site. The shifts shall rotate among each classification at each Generation site independently. The regular monthly work schedule shall be made up and posted ten (10) days in advance of its effective date. Said posted schedule shall be presumptive notification of shift changes. The first shift after transfer from one eight hour working shift to another working shift which results in time off less than sixteen (16) hours between shifts without notification of such transfer at least 24 hours in advance of the starting time of the new shift will be paid at two (2) times the employee's regular hourly rate.

Generation Site Assignments

Generation personnel shall report to an assigned City Generation site at the start of each workday. All assignments shall be based on individual job classification.

City reserves the right to reassign Generation personnel among the various City Generation sites. When such reassignments are made, the City shall first seek volunteers; if there is more than one volunteer, the person with the most

seniority shall be reassigned; if there are insufficient volunteers, the reassignments shall be made starting with the person with the least seniority as defined in Article 21.b. Generation personnel may be temporarily reassigned to another Generation site for a period of not less than one (1) week at a time for training or other requirements. When a position opens at any Generation site, existing personnel in such classification may request to transfer to the Generation site where the opening exists. In the event that more than one Generation employee seeks such transfer, the transfer shall be awarded to the person with the most seniority as defined in Article 21.b.

1.6.4 General Conditions: For Fair labor Standard Act purposes, the standard work week for troubleshooters shall be from 6:00 a.m. Monday through 5:59 a.m. the following Monday.

The standard work week for dispatchers shall be from 11:00 p.m. Saturday through 10:59 p.m. the following Saturday.

All hours worked in excess of full-time hours, except for a change in normal shifts assigned as a result of an emergency, will be paid at the appropriate overtime rate. In the event of an emergency change in the normal work hours, such change will be for a period not less than one week and not longer than the duration of the emergency.

The City reserves the right to change the normal hours of employment provided that it does not do so arbitrarily and provided that it first notifies the Union and gives the Union an opportunity, upon request, to meet and confer.

1.6.5 Notwithstanding provisions of 1.6.1, 1.6.2, 1.6.3 and 1.6.4 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 schedules to remain on a flexible work schedule. Any existing schedules that need to be ended may only be ended based on operational needs of the department. Available schedules may include the 9/80, 4/10, 3/12, and traditional 5/8 scheduling options. Employees on flex schedules will accrue time in the same manner as 5/8 schedule (same number of hours per year). Time off will be charged based on the schedule worked (i.e., 10 hours of vacation charged for each vacation day on a 4/10 schedule).

The availability of flexible schedules will be determined by the department head with the approval of the City Manager. Every effort shall be made to honor flexible work schedules for those employees currently on them. Any movement of employees to

and from modified work weeks shall be done in accordance with City Policy II-4, “Hours of Work”.

(a) Alternative work schedules such as 4/10 or 9/80 need not provide for three (3) consecutive days off, subject to the following conditions:

(1) The City will first seek volunteers for days off other than Friday or Monday;

(2) Such volunteers may select available days off on the basis of seniority;

(3) Flexible work schedule shifts shall start between 6:00 am and 7:00 pm, with the exception of the Utility Generation Technicians, Electric Power System Dispatchers I and II, Electric Utility Troubleshooters and Water Utility Troubleshooters.

1.7 Rest Period

Any employee working overtime shall be placed on a mandatory rest period following a 24-hour period of continuous work. Deviations from this during periods of a declared emergency by the City Manager or Utilities General Manager may be approved by the Department Head. The rest period for planned and emergency overtime shall be nine (9) hours.

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 five consecutive overtime hours, said employee shall then be entitled to a nine-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 nine-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.

Employees on planned overtime who works more than six (6) consecutive overtime hours shall be entitled to ~~an eight (8)~~ a nine (9) hour 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 except under the following circumstances:

Effective the first payroll period in July 1994, if the employee cannot be or is not relieved and has earned a rest period, hours worked into the regular shift shall be paid for at a straight time upon straight time rate. Each such hour so compensated shall be considered as an hour of rest period taken.

1.7.1 If an employee is called back to work during the rest period hours which coincide with his regularly scheduled shift in lieu of resting, he shall be compensated at two (2) times his regular rate of pay for hours worked which overlap the rest period plus straight time for each rest period hour not taken during his regular shift; rest period hours so compensated shall be considered as rest period taken. Interruption of an employee's earned "Rest Period" is emergency call-out after being released from work

1.7.2 All emergency overtime hours worked outside an employee's regularly scheduled shift shall be paid at the applicable overtime rate regardless of their relationship to an earned rest period.

1.7.3 Electrical Power System Dispatchers I and II working shift relief will be eligible to earn a rest period.

1.8 Provisions of Food for Employees Working Emergency Overtime

1.8.1 Employees called out on emergency (unplanned) work basis shall be provided paid meal breaks and meal allowance (reimbursement) at regular mealtimes and/or when such employees are required to work more than four (4) hours, subject to the provisions below.

Meals may be taken off the job-site. Employees entitled to a paid meal break will receive up to 48 minutes for said break, exclusive of travel time, at the applicable rate plus an $18 meal allowance for each meal actually taken. For each such meal break earned, the crew as a whole, may elect to forego the meal break and meal allowance and receive in-lieu pay of one hour at the applicable rate.

1.8.2 The first meal break shall be provided four (4) hours after the first crew member clocks in at the designated reporting site. Subsequent meal breaks shall be provided at five (5) hour intervals measured from the start of the previous meal break to the start of the next meal break. An employee who has earned a meal break at the end of the overtime assignment but chooses to go home instead of taking the meal break shall be paid one hour's pay at two (2) times his regular hourly rate. No crew shall be denied a meal break on request after working six (6) consecutive overtime hours.

1.8.3 Meal break(s) and meal allowance will be provided, irrespective of the hours worked, to employees who are called back on an emergency basis within ninety (90) minutes after the regularly scheduled quitting time, or, if required to work on an emergency basis, more than two (2) hours beyond the regularly scheduled working shift.

1.8.4 Employees called to work on an emergency prior to the normal starting time will be provided a paid meal break, at the appropriate rate, and meal allowance as soon as practical after the beginning of the normal shift. In lieu provisions will not be allowed. Employees will be provided a meal allowance at the regular lunch period. The meal provisions for pre-shift emergency call outs do not apply to employees called out thirty (30) minutes or less prior to the start of shift.

1.8.5 Emergency (unplanned) meal provisions will not apply for employees required to work overtime on a planned or scheduled basis, although unpaid time off for meals will be allowed at regular meal hours, subject to the following:
1. If the planned overtime assignment lasts six (6) hours or more beyond the last regularly scheduled meal break, the City will provide a meal break when the situation permits. Such meal break will be unpaid. The meal allowance shall be paid.
2. If the planned overtime extends another five (5) hours a second meal is earned. This meal break shall be paid and a meal allowance will be paid.

1.9 Overtime

The following provisions shall apply to overtime compensation:

1.9.1 Two (2) times the employee's regular rate of pay.

1.9.2 Overtime is defined as assigned and authorized hours actually worked in excess of employee's normally assigned work shift and/or forty (40) hours on any one workweek; compensation may be in cash or compensatory time off subject to the provisions of Section 1.10.

1.9.3 The City reserves the right, after consultation with the Union, to implement appropriate adjustments in order to conform to the Fair Labor Standards Act. As soon as practicable following the date of this agreement, the City shall cause necessary changes to be made in its payroll system so that payment for overtime during a pay period can be paid on the payday following the closing of the pay period.

1.9.4 The City will give twenty-four (24) hours (1 calendar day) notice of planned overtime. For purposes of the Evergreen list,

notice (whether directly or by utilizing the Evergreen List) to one member of a crew needed for planned overtime constitutes notice to all members of the crew which ultimately fulfills the overtime assignment provided management makes continuous and reasonable efforts to contact the balance of the crew.

1.9.5 Overtime shall be divided as equally as practicable among those qualified and available for work in each classification using the Evergreen List as defined in Section 1.9.9 and call out procedures for emergency overtime as defined in Section 1.9.10 and planned overtime procedures as defined in Section 1.9.11. Overtime record (Evergreen List) will be maintained and posted monthly on the division bulletin boards. For the limited purpose of estimating equitable overtime distribution, an employee who refuses an overtime assignment will be charged with the number of overtime hours the crew worked.

1.9.6 Bargaining unit employees recognize the obligation to maintain electrical and water service to the residents, homes, and businesses of the City of Riverside. Because continuity in such services is so vital, all bargaining unit employees agree that they are expected to work, if necessary, beyond regularly scheduled working hours to provide electric and water service and when contacted, agree to report to work in such emergencies.

1.9.7 Employees who have appointments that might conflict with an overtime assignment should notify their immediate supervisor of such a possible conflict at the beginning of their regular work shift. Should the crew be notified it will be required for overtime, the Supervisor should make immediate arrangements to have such employees released at their normal end of shift.

1.9.8 If a crew is held over to work an assignment on overtime, employees who do not wish to work and have not complied with guideline number 1 (above) shall remain with the crew until management personnel bring appropriate replacement workers to the job site. At that time, those employees not desiring to work overtime will be transported to their normal reporting location and released from duty.

1.9.9 <u>Evergreen Lists</u>

(a) There shall be two Evergreen Lists, one for emergency overtime (callout) and one for planned overtime (non-callout).

(b) The Evergreen Lists shall indicate each employee's

cumulative total of overtime hours compensated or refused for the current calendar year.

(c) The Evergreen List shall be updated and posted on the division bulletin board within seven calendar days after the closing of each ~~even numbered~~ pay period~~(thirteen times per year)~~. The cumulative total of overtime hours compensated or refused for the current calendar year shall be determined as of the last complete pay period ~~in the preceding month~~.

(d) The cumulative total of overtime hours compensated or refused in the previous calendar year shall be used for the Evergreen list posted in January. The cumulative total of overtime hours compensated or refused shall be determined as of the last complete pay period in December.

(e) A new employee shall be placed on the Evergreen List with an average of the Evergreen List totals of all the other employees in the same classification. The average shall be determined by adding the Evergreen List totals for all the other employees in the classification and dividing by the total number of other employees in the classification.

(f) In the event two or more employees in the same classification have the same Evergreen List total, the tied employees shall remain in the same order as in the prior list. In the event two or more employees in the same classification have a zero Evergreen List total, the employees tied at zero shall be listed in the same order that existed in the January Evergreen List.

(g) In the event of an error in the Evergreen List, the error shall be corrected within one working day after it is identified. A corrected Evergreen List shall be posted by the end of the next working day.

(h) Call outs shall be made from the posted evergreen List regardless of the errors.

(i) Employees on authorized leave of absence for the regularly scheduled shift before or after an overtime call shall not be charged for overtime refusal.

(j) Employees on limited duty due to industrial injury or illness shall not be called for overtime or charged for overtime refusal.

(k) Employees shall be automatically removed if on light duty, bereavement leave or if they are sick for more than three (3) days. Employees on vacation will be called unless he/she opts out.

(l) Employees not called for overtime through the error of a non-management employee shall not be subject to compensation for the error or adjustment to the evergreen list.

(m) Employees not called for overtime through the error of a management employee shall be compensated for the error at the appropriate rate. This compensation cannot be taken as compensatory leave. Meals missed will not be eligible for compensation.

(n) Employees must indicate availability if standby weekend.

(o) Employees who opt out on first callout will do so without any negative repercussions.

(p) City will change vacation request form to indicate opting out while on vacation. City will continue to use Evergreen List to call out crews even when employees are on standby.

(q) It will be the responsibility of the Utility Dispatch Supervisor to maintain the opt out vacation list accurately.

(r) Employees returning from an authorized leave of 60 days or more shall be placed on the Evergreen List with an average of the Evergreen List totals of all the other employees in the same classification. The average shall be determined by adding the Evergreen List totals for all the other employees in the classification and dividing by the total number of other employees in the classification.

1.9.10 Emergency Call Out Procedure

(1) Each division shall establish an appropriate emergency call out procedure. A copy of the call out procedure shall be posted on the division bulletin board with the Evergreen List.

(2) The division call out procedure shall be posted ten (10) working days prior to its effective date. Posting of the division call out procedure shall be presumptive notice

of call out procedure changes.

(3) The City reserves the right to implement a technology solution to notify employees of emergency call out, including but not limited to a call service, text message, reverse-911, or other technologies.

1.9.11 Planned Overtime Procedure

(1) Each division shall establish an appropriate planned overtime procedure. A copy of the planned overtime procedure shall be posted on the division bulletin board with the Evergreen List.

(2) The division planned overtime procedure shall be posted (10) working days prior to its effective date. Posting of the division planned overtime procedure shall be presumptive notice of planned overtime procedure changes.

(3) The crew(s) regularly assigned to the job will be given first opportunity for the planned overtime assignment.

(4) If less than a full crew is required for a planned overtime assignment, personnel working the assignment regularly assigned to the crew shall be selected from the Evergreen List with the “low man” of the appropriate classification given the first opportunity.

(5) Supplemental or replacement personnel required for a planned overtime assignment shall be selected from the Evergreen List with the “low man” of the appropriate classification given the first opportunity.

(6) Regularly assigned refers to the personnel listed on the crew list for that crew at the time of the planned overtime assignment.

(7) The crew list shall be posted on the division bulletin board on the last working day of the week for the following week.

1.10 Compensatory Time

Subject to 1.10.1 and 1.10.2, each permanent full time employee may receive compensatory time for overtime worked in lieu of cash payment. The employee shall have the discretion of accumulating compensatory time to a maximum of sixty-four (64) normal working hours at any point in time. Compensatory time shall be calculated by multiplying the number of overtime hours worked by two (2) times the regular hourly

rate. Employees can cash out their compensatory time twice per calendar year.

1.10.1 Planned overtime will be compensated for only in cash; compensatory time cannot be earned for working planned overtime.

1.10.2 Compensatory time off requires prior management approval and must be preceded by a ten (10) day notice of intended use from the employee. Management may waive the ten (10) day notice in cases of emergency. Compensatory time off may be taken only in eight (8) or nine (9) hour increments, based on employees scheduled work day; except, subject to management approval, up to three (3) hours may be used to augment earned rest period. The ten (10) day notice requirement shall not apply to attendance at funerals; the employee will notify management as soon as the need to be absent for a funeral is known.

1.11 Stand-by Time

Stand-by time is that period of time other than the employee's regularly scheduled working hours, 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. Mandatory scheduled standby period for weekends and Holidays shall be at the City's discretion. The request for stand-by will be posted for sign-up 30 calendar days, or as soon as practical thereafter, prior to the start of stand-by. The stand-by list will be locked-in 3 weeks prior to the scheduled standby period.

1.11.1 An employee on stand-by shall be compensated at the rate of four (4) hours of regular hourly pay for each continuous twenty-four hours on stand-by.

1.11.2 An employee on stand-by 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 two (2) hours of regular hourly pay.

1.11.3 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.

1.11.4 The City may call for a standby crew for midweek Holidays. In such an event, the City will post the sign-up list 15 working days prior to the Holiday. The list will be locked-in when filled on a voluntary basis but not less than 10 calendar days prior to the Holiday.

1.11.5 Employees may volunteer and sign up for standby duty. Standby will consist of one four-member electric crew and one five-member water crew. There shall be only one standby list for an entire weekend, as defined above. If the number of volunteers is insufficient to fill both crews, the remaining positions shall be assigned mandatorily by the City.

1.11.6 Standby hours earned will be credited to the Emergency Evergreen list at one-half of actual hours earned.

1.11.7 Make-up of the four member Electric standby crew shall be as follows:

- (1) Utilities Electric Supervisor
- (2) Utilities Powerline Technicians, or
- (1) Utilities Powerline Technician and
- (1) Utilities Powerline Technician Apprentice (Hot)
- (1) Utilities Powerline Technician Apprentice

1.11.8 Make-up of the five member Water standby crew shall be as follows:

- (1) Utilities Water Supervisor
- (2) Utilities Waterworks Pipefitters
- (1) Utilities Equipment Operator
- (1) Utilities Water Apprentice or
- (1) Utilities Water Field Helper

1.11.9 Employees on standby will be called before going to Evergreen list.

1.11.10 Effective the first pay period following October 1, 2016, mandatory standby periods for weekends and holidays shall include flexibility for employees to volunteer for all or a portion of scheduled standby periods (e.g. Friday and Sunday, but not Saturday; or Saturday only). Standby periods not filled by volunteer sign up shall be assigned by Evergreen List order. The specific implementation plan may be referred to the Labor Management Committee for further discussion.

1.12 Minimum Call-Out

The City will pay for at least two (2) hours at the appropriate rate for employees called back to work after completing their regular shift subject to the following:

1.12.1 Compensation for overtime shall be based on actual arrival and departure time at the assigned reporting center; and,

1.12.2 In addition to hours worked, employees called back to work shall be compensated for seventy-eight (78) minutes (1.3 hours) at the applicable rate.

1.12.3 The City reserves the right to implement a technology solution to determine employee arrival and departure times for overtime worked.

1.13 Retiree Medical

1.13.1 Effective July 1, 2000 the City established the Fund by having contributed $112,500. The contributions were prudently invested by the City. Eligible retirees started receiving contributions of $100 per month starting July 1, 2000.

1.13.2 Beginning in October 2006, the City contributed $50 per month per active employee to the Retiree Medical Fund.

1.13.3 Effective December 6, 2011 the City discontinued making monthly contributions to the Retiree Medical Trust Fund.

1.13.4 ~~As soon as practicable, upon ratification by~~Effective the first pay period following October 1, 2016 ~~the City Council~~, the City shall ~~reinstate~~ contribute ~~the $50~~ $100 per month ~~contribution~~ per active employee to the IBEW Retiree Medical ~~Fund~~Trust, as defined below.

1.13.5 IBEW Local #47 ~~shall~~ has previously established a Retiree Medical Trust (TRUST). The purpose of the trust ~~shall be~~ is to help pay premiums for health insurance for employees who retire from bargaining unit classifications on or after April 1, 1998. The trust is the successor to the IBEW Local #47/City of Riverside Health Insurance Premium Contribution Fund (FUND) for retirees. The trust must meet state law and applicable federal law pre-tax rules and regulations.

~~1.13.6 Upon the establishment of the trust, the City may review all trust documents. The trust shall apply for appropriate Federal IRS status. Once the IRS has approved the trust, the City shall transfer all monies in the Fund to the Trust.~~

1.13.6~~7~~ The trust shall determine all criteria for retiree medical benefits and keep the City informed ~~. The trust shall advise the City~~ of eligibility rules and benefit levels.

~~(a) Eligible retirees who retired between July 1, 2000 and the ratification of this Agreement shall continue to receive $100.00 per month so long as they remain eligible.~~

~~(b) Benefit levels and eligibility criteria shall be amended by the trustees of the trust.~~

~~(c) Until the new benefit levels and eligibility criteria are established the following provisions apply:~~

~~1. In order to be eligible, an employee must retire on or after July 1, 2000 and must meet the additional eligibility requirements.~~

~~2. A retiree who is eligible for coverage by virtue of his/her own employment or spousal employment is not eligible for such contributions during the period of such coverage.~~

~~3. Once the retiree is eligible for Medicare or MediCal, he or she will not be eligible for contributions from the Fund.~~

It is contemplated that retirees who are temporarily disqualified may regain eligibility. In such event, if during the period of ineligibility they did not maintain coverage in a City sponsored health program at their own expense, they may apply for readmission to a City sponsored health insurance program for retirees. If the insurer won't let them back in and they qualify for and obtain an individual program of medical insurance the Fund will make the appropriate contributions to them for so long as they remain insured and eligible. Neither the Union nor the city is a guarantor of readmission or admission to a City sponsored health plan or to any other health insurance plan.

Any current employee who retires relying in whole or in part upon the availability of this benefit is not entitled to a continuation of the benefit beyond the funded amount. The continuation of this benefit is subject to the negotiation process and may be terminated through negotiations or by exhaustion of the Fund amount. In such event, the retiree will have no further right or entitlement to a continuation of this benefit.

This section titled "Retiree Medical" is subject to the savings and separability language of this Memorandum of Understanding and it is understood and agreed that the voiding of one of more components of this program will not automatically void the remaining components of the program.

1.13.7~~8~~ The City's obligation is limited to contributions; it is not a guarantee of coverage. The City reserves the right to provide alternate medical plans and carriers.

The Trust is the sole responsibility of the Union and the Union is also responsible for the Trust's administration, investment and distribution levels at the Union's sole direction and expense; and,

If the Union's Trust is exhausted, for any reason, the City has no obligation to that Trust except the defined contributions as mentioned elsewhere in this document.

1.13.89 Retirees may elect to stay in a City provided health plan, so long as the City offers group medical plans for its active employees. The City shall not be responsible for paying any of the premium costs or any other expenses for retirees electing to stay in a City plan.

The spouse of a retiree for whom the City is making contributions may elect, upon the death of the retiree, to continue in the same plan for up to five (5) years at his/her own expense; subject to the contingency that such coverage may not be available for all or a portion of the five (5) years.

1.13.910 The City may, at its own expense, review or audit the financial statements of the trust. The City may offer comments or suggestions, but such comments or suggestions shall not be binding on the trustees and shall not be subjects of bargaining.

1.13.1011 Funds contributed on behalf of City of Riverside employees shall be used only for the benefit of City of Riverside retirees and related administrative costs. No funds contributed on behalf of City of Riverside employees shall be used to benefit retirees from any other agency or entity.

ARTICLE 2 HOLIDAYS

2.1 Holidays

Authorized holidays are as follows:

January 1st	New Year's Day
Third Monday in January	Martin Luther King's Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day

July 4th	Independence Day, except as provided below
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11th	Veterans' Day, except as provided below
Fourth Thursday in November	Thanksgiving Day The day following Thanksgiving Day
December 25th	Christmas Day, except as provided below

2.2 Every other day not authorized above appointed by the City Council for a public fast, Thanksgiving or holiday.

2.3 The provisions of state law making every day on which an election is held throughout the state a state holiday shall not apply nor create a City holiday.

2.4 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.

2.5 Except as provided in 2.7 below, and subject to the eligibility language herein, all permanent, full-time employees shall be allowed leave of absence with pay for every authorized holiday. Employees will be compensated for the approved holiday based on their regularly scheduled work hours. Temporary, seasonal and less than half-time employees are not eligible for paid holidays. Persons regularly employed between 20-29 hours per week are eligible for holiday pay at one-half the regular rate. Persons regularly employed between 30-39 hours per week are eligible for holiday pay at three-fourths the regular rate. In order to be eligible for holiday pay, an employee must be either at work or on paid leave of absence on the regularly scheduled work day immediately preceding the holiday or day observed in lieu of the holiday and the regularly scheduled work day immediately following the holiday or day observed in lieu of the holiday. No employee who is on suspension or unpaid leave of absence on either the regularly scheduled work day immediately preceding or immediately following the holiday or day observed in lieu of the holiday shall receive compensation for said holiday or day observed in lieu of the holiday.

2.6 If a holiday falls on an employee's regular day off, said employee shall receive one day's additional regular compensation or the employee may request in lieu of the holiday straight time off with the approval of the department head. Employees on "flex time" schedules whose "flex day"

falls on a holiday may elect to receive regular straight time pay or to bank compensatory time at their straight time rate.

2.7 An employee whose regular shift assignment falls on a scheduled holiday and who is required to work on that day shall be paid at the rate of two (2) times his regular hourly rate plus straight time pay for the holiday. The compensatory time off option is not available.

ARTICLE 3 VACATION

3.1 Full time permanent employees are eligible to accrue vacation pursuant to the following schedule:

Continuous Years of Service	Vacation Hours Earned
0-5	80
6-10	120
11+	160

3.2 Bargaining Unit employees who have been in the continuous employ of the city for six (6) full months shall receive annual working day vacation calculated on the following basis:

3.2.1 During each of the first five (5) years of continuous employment, 80 hours of vacation per year accumulated as follows: 6.6 hours per month; provided, however, the rate for the last month of each quarter shall be 6.8 hours.

3.2.2 During each of the next five (5) years of continuous employment following the first five (5) years, 120 hours of vacation per year accumulated at the rate of 10.0 hours per month.

3.2.3 During each of the following years of continuous employment after the first ten (10) years, 160 hours of vacation per year accumulated at the rate of 13.3 hours per month; provided, however, the rate for the last month of each quarter shall be 13.4 hours.

3.2.4 Employees in the continuous employ of the City for six (6) full months (other than temporary and seasonal employees) regularly employed between 20-29 hours per week, earn vacation at one-half the regular rate; those regularly employed between 30-39 hours per week earn vacation at three-fourths the regular rate.

3.3 Vacation shall be scheduled and approved by the department head or designee. Employees may be permitted to take earned vacation leave within the same calendar year in which it is earned with the approval of the department head or designee. No paid vacation leave shall be allowed except earned vacation leave. If on January 1, of each year, an

employee has in excess of two years' accumulation, it will be mandatory that the department head schedule that employee on vacation so that the vacation balance held by the employee will be reduced to no more than two years' accumulation by March 1 of that year; provided, however, if the City is unable to do so, or at the employee's option, the City will pay the employee for the excess; and further provided, if in the preceding year, the department head or designee has rejected three (3) separate written vacation requests and excess vacation remains, then as of January 1, the employee has the option of requesting scheduling of the excess between January 1 and March 1 or of receiving pay thereof. Employees may contribute all or a portion of excess vacation payout to their respective deferred compensation account, subject to annual contribution limits.

3.4 An employee who earns four weeks vacation per year may, once each calendar year, contribute the cash equivalent of one week's vacation pay into that employee's deferred compensation account, but only if after the contribution the employee will still have two weeks accrued vacation available

ARTICLE 4 SICK LEAVE

4.1 Permanent full-time employees continuously employed by the City for one hundred eighty (180) days accumulate eight (8) hours of sick leave credit for each full month of employment or major portion thereof; provided, however, all employees who regularly work other than eight or ten hours per work day shall receive one working day credit for each full month of employment or major portion thereof, which work day for the purposes of this subsection shall be as determined by said employee's department head as approved by the City Manager. Such leave credit may be accumulated without limitation. Sick leave with pay shall be used at the rate of one-tenth of an hour for each one-tenth hour of the regular work day not at work regardless of the rate of accumulation.

4.2 Sick leave shall be allowed only for actual illness or 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 certificated 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. All sick leave shall be approved by the department head. Persons regularly employed between 20-29 hours per week accrue sick leave benefits at one-half the regular rate. Persons regularly, employed between 30-39 hours per week accrue sick leave benefits at three-fourths the regular rate. Notwithstanding the above, the City may require verification of sick leave use whenever it has reason to believe there is misuse, abuse or a pattern of abuse.

4.3 Except as hereinafter provided, upon retirement or disability retirement pursuant to City ordinance, or under the Public Safety or State Employees' Retirement System or pursuant to the provisions of any applicable agreement between the City and a state retirement system, or upon death, accumulated and unused sick leave credit shall be paid on the following basis:

4.3.1 Employees employed for a continuous period of five (5) years or more, but less than ten (10) years, immediately preceding said retirement or disability retirement shall receive payment comparable to twenty-five percent (25%) of accumulated and unused sick leave; upon the death of such person so employed for said continuous period immediately preceding said employee's death the estate of beneficiary of the deceased shall receive said payment.

4.3.2 Employees employed for a continuous period of ten (10) years or more immediately preceding said retirement or disability retirement shall receive payment comparable to fifty percent (50%) of accumulated and unused sick leave; upon the death of such person so employed for said continuous period immediately preceding his death, the estate or beneficiary of the deceased shall receive said payment.

4.3.3 For employees hired after 11-22-77, sick leave payoff will be based on the average of highest three (3) years' regular earnings, upon regular retirement, disability retirement or death, consistent with the above sick leave payoff provisions.

4.3.4 The provisions of this section apply to illness or disability arising out of or in the course of pregnancy to the same extent as to illness or disability arising out of any other cause.

4.3.5 The City and the Union agree to re-open this agreement regarding for potential discussions on payout parameters at any time during the term of this agreement.

4.4 Family Sick Leave

Accumulated sick leave days may be used for qualifying family illness as follows: Sick leave for family illnesses will be allowed only for the sickness of the spouse of, or the children of, or mother or father of, the employee living within the same household. In the case of joint custody of a child, illness of the child occurring at the other custodial parent's house may also qualify. All family sick leave shall be approved by the department head and 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 leave.

4.5 Leave Donation Plan

Employees may donate their compensatory time bank hours to other employees through the City's Employee Leave Donation Policy, V-3 of the Human Resources Policy and Procedures Manual. All other provisions of the policy remain.

ARTICLE 5 INDUSTRIAL ACCIDENT LEAVE

5.1 Bargaining unit employees, while incapacitated on account of injury or illness arising out of or in the course of employment, shall receive in lieu of any other compensation provided by the City a sum which when added to the account of temporary disability compensation available under the Workers' Compensation laws of the state, will result in a payment to such employee, equal to eighty (80%) of such employee's regular salary exclusive of shift differential, if any; which sum shall commence with the first day of such absence and shall end with the termination of such temporary disability, or the reaching of a permanent and stationary condition, or the expiration of one year, whichever occurs first.

5.2 When the absence was less than one year in duration and the illness thereafter recurs or further treatment is necessitated in connection with the same injury, the City Manager may grant additional leave of absence on account of such illness or injury under benefits as herein above provided, for the original injury or illnesses, and all subsequent recurrences or treatments provided, however, that this section shall not apply to any claim denied by the Workers' Compensation Appeals Board. A finding by the city-appointed physician that an injured employee may return to work or the disability is permanent shall be final and shall terminate all right to payments under this section.

5.3 The benefits of this Article 5 apply only to employees who have successfully completed their probationary period and are classified as permanent.

ARTICLE 6. BEREAVEMENT LEAVE

Permanent full-time employees, regardless of period of service, may in the event of death of any relative of the first degree by blood or marriage or any relative with whom they reside under the same roof, or brother or sister, be allowed up to the equivalent of 40 working hours of bereavement leave without loss of salary. In the event of death of a relative of the second degree, who does not reside under the same roof, bereavement leave for one workday with no loss of salary may be granted (see Appendix C). Persons regularly employed between 20-29 hours per week may be granted one-half of the applicable leave and persons regularly employed between 30-39 hours per week may be granted three-fourths of the applicable leave.

Relative	All Regular Employees (Unless excepted in another column)
Spouse	One Week
Child	One Week
Step-Child	One Week
Parent	One Week
Step-Parent	One Week
Mother-in-law	One Week
Father-in-law	One Week
Grandchild	One Week
Step-Grandchild	1 work day
Grandparent	1 work day
Grandparent-in-law	1 work day
Aunt	Not Covered
Uncle	Not Covered
Brother	One Week
Sister	One Week
Step-Sister	One Week
Step-Brother	One Week
Brother-in-law	*See below
Sister-in-law	*See below
Relative living in the same household	One Week

*__One Week__ is provided for the death of an employee's brother-in-law or sister-in-law of the first degree which refers to the ***employee's spouse's sibling.***

One day** is provided for the death of an employee's brother-in-law or sister-in-law of the second degree which refers to the ***employee's sibling's spouse, OR the employee's spouse's sibling's spouse.

ARTICLE 7 MILITARY LEAVE OF ABSENCE

Military leave shall be granted in accordance with the provisions of state law. Every employee entitled to receive the benefits of military leave shall give his department head the opportunity, within the limits of the law and military necessity, to determine when such leave shall be taken.

ARTICLE 8 JURY DUTY

8.1 All regular full-time employees and regular part-time employees (20 hours or more) summoned to serve on jury duty shall be considered to be on duty and there shall be no loss of compensation. Employees shall be required to report for work if such employee's normal or adjusted starting time is more than one hour prior to the required reporting time for jury duty.

Employees shall return to work immediately upon being released from jury duty unless the employee would arrive at the work site with less than one hour remaining on said employee's regular shift or adjusted work schedule. Exceptions shall be made in accordance with the policy and with the specific approval of the department head. All employees shall obtain verification of the hours of jury duty performed using verification forms as may be supplied by the court. No employee may serve more

than once in a twelve (12) month period for the same court and be compensated pursuant to the provisions of this section.

8.1.1 Except as herein provided, employees shall remit to the City any compensation received for those days while on jury duty and shall receive regular pay for the time served. Employees shall be reimbursed by the City for the mileage portion of the jury duty compensation unless the employee is regularly assigned a City car or receives a car allowance. Jury duty performed on an employee's regular day off shall not be compensated by the city and the employee shall be entitled only to the jury's compensation for duty performed on such employee's regular day off. Employees assigned to jury duty on a holiday will be considered to have taken such a holiday and will receive regular holiday pay, but the employee shall be entitled to the jury compensation for duty performed on such holiday. Temporary employees shall be entitled to retain such employee's jury compensation since such employee shall not be paid for time not actually worked.

8.1.2 For those employees working graveyard and swing shift, or other shifts starting at an early and/or late hour (i.e., 5:00 a.m. or 9:00 p.m.) other than a Monday thru Friday schedule. Management shall reschedule the employee to a day shift with a start time ranging between 7:00 a.m. to 9:00 a.m. Monday thru Friday. This temporary reassignment shall be only for the duration of the jury duty. Reassignment of duties may also be made so that the employee may have more productive time prior to, and following release from, jury duty.

8.2 Unit members shall be provided paid leave when subpoenaed to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. Written request for such leave, along with a copy of the subpoena, must be submitted at least five (5) working days before the scheduled absence.

ARTICLE 9 UNPAID LEAVE OF ABSENCE

9.1 An employee may be allowed a leave of absence without pay, by his department head, not to exceed 30 calendar days.

9.1.1 An employee, except temporary or seasonal employees, may be allowed a leave of absence without pay upon recommendation of the department head with the approval of the City Manager not to exceed ninety (90) days. Leave of absence beyond a ninety-calendar-day period must be approved by the City Council.

9.1.2 An employee on unpaid leave shall not be entitled to receive the benefits of vacation, holidays, sick leave or any portion of the City's contribution toward health, dental, life or disability

insurance premiums. Also, the employee's anniversary date will be extended to equal the length of the leave of absence if the leave exceeds twenty (20) working days. The employee's seniority date with the City will not be affected.

9.1.3 The provisions of this section apply to leave of absence granted on account of pregnancy or maternity.

ARTICLE 10 UNION LEAVE

10.1 Effective January 1, 1993, up to 120 aggregate work hours per calendar year shall be available for authorized Union leave for such purposes as serving on the Executive Board, training, or other Union business. The Union will provide the City with the names of the individuals eligible to use such leave on January 1, April 1, July 1 and October 1 of each year.

10.2 The leave shall be with pay; however, the Union will reimburse the City for the cost of the employee's wages.

10.3 The City maintains a Union Education and Training Fund equal to 16 hours per Steward per year to be utilized by the Union for education and training purposes. The amount of the fund shall not accumulate from year to year and if not utilized during the year will not roll over to the succeeding year. The Union shall determine the use of the fund and no single employee/member shall be able to 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 interviews, Skelly hearings and other matters as determined by the Union.

10.4 The Union may elect no more than three (3) Stewards. The Union will provide the City with the names of the individual Stewards on January 1, April 1, July 1, and October 1 of each year.

ARTICLE 11 ~~RESERVED FOR FUTURE USE~~EMPLOYEE DEVELOPMENT

11.1 The City strives to provide coordinated employee development including mentoring, classroom training, and on-the-job experience. To facilitate on-the-job experience, any IBEW represented employee with an approved personal development plan may, upon approval of the Department Head, be authorized and temporarily assigned to assume the duties of a higher level position as outlined and specified in the personal development plan. Employees assigned to a higher level position will receive a temporary five percent (5%) increase in pay for all hours worked at the assigned higher level position. Work hours at the upgraded level will not exceed 120 hours in any calendar year.

ARTICLE 12 MANAGEMENT/UNION COMMITTEE

12.1 The Management/Union committee is comprised of ten (10) members. The City's team shall consist of representatives from the City Manager's office, the Personnel Department and the Public Utilities Department. The Union shall provide five (5) members to sit on its committee, at least three of which must be employees of the City. The five union members will be drawn from the Utility and Supervisory units, inclusive. 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 prepared by the City. The committee shall have the authority to agree upon appropriate resolution of problems brought to its attention and affecting day to day concerns of 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.

12.2 A joint management/union committee will be formed to recommend a plan to eliminate drug/alcohol abuse from the work place. Such plan will include, at a minimum, components calling for testing, counseling and/or other forms of treatment and disciplinary consequences under appropriate circumstances for testing positive and for failing or refusing to take a test.

The parties reaffirm their mutual commitment to this language and to eliminating drug/alcohol abuse from the work place.

12.3 If a flex schedule is initiated by the City, its impact on wages, hours and working conditions will be referred to the Management/Union Committee.

ARTICLE 13 PROMOTION/RECLASSIFICATION

13.1 Promotion

Upon promotion, employees will be placed in that step in the range for the position which results in at least five percent (5) increase; except that such increase cannot extend beyond the top step of the range.

13.2 Reclassification

Upon upward reclassification, employees will be placed at that step in the range for the new classification which will result in an increase of at least five percent (5) increase; except that such increase cannot extend beyond the top step of the range.

ARTICLE 14 BARGAINING UNIT MODIFICATIONS

14.1 Minor modifications to bargaining units may be made provided all affected parties agree.

ARTICLE 15 DEFERRED COMPENSATION

The City shall provide a deferred compensation plan for bargaining unit employees. Employees may elect to have overtime contributed to deferred compensation within federally mandated limits.

ARTICLE 16 GRIEVANCE PROCEDURE

16.1 A grievance is an allegation by a unit member or members of the Union that he/she/they has (have) been affected by a violation, misinterpretation or misapplication of the specific written provisions of this Memorandum of Understanding, the City's salary and fringe benefit resolution or the City's written personnel policies or Public Utilities Department practices. Disciplinary action against permanent employees is also subject to this procedure.

Only Personnel evaluations which result in a denial or postponement of a pay increase are specifically included in this procedure.

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 this existing Memorandum of Understanding or the City's salary and fringe benefit resolution.

16.2 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.

16.3 Informal Step

Except for disciplinary matters, the grievant(s) shall first attempt orally and informally to resolve the matter with the immediate supervisor. If there is no satisfactory resolution, the grievance may proceed to Step One subject, however, to the time limits outlined therein.

16.4 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 Department Head and Director of Human Resources..

The written grievance shall contain a statement of the grievance, the specific provisions, resolutions section and/or policies allegedly violated and the specific remedies sought.

The Department Head and Director of Human Resources shall communicate a written decision to the employee within ten (10) working days after receiving the grievance.

Either party is entitled, upon request, to a meeting at this step of the grievance procedure.

16.5 Step Two

In the event the grievant is not satisfied with the decision in Step One, the grievant may appeal the decision to the City Manager or designee within ten (10) working days of receiving the Department Head's written answer or the date the answer should have been delivered.

The City Manager or designee shall communicate a written decision within ten (10) working days after receiving the appeal.

Either party is entitled, upon request, to a meeting at this step of the grievance procedure.

16.6 Step Three

If the grievant is not satisfied with the decision of the grievance at Step Two, the grievant may request that the Union submit the grievance to binding arbitration.

In all matters concerning contract interpretation or administration of the M.O.U., the Union shall have exclusive authority to determine whether a grievance shall be taken to arbitration. If the Union chooses not to proceed on a disciplinary grievance, the employee may proceed at his/her own risk and expense to take the matter to arbitration. If the Union or employee elects to proceed, it must so request in writing to the City Manager within thirty (30) working days after the Step Two decision was or should have been rendered.

In the event the parties are unable mutually to agree upon an arbitrator within ten (10) working days after referral to arbitration, 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.

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 reasons, conclusions and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; if the parties are unable to agree on the issue, each party shall submit a proposed statement of the issues to the arbitrator who will then determine the issue by selecting one party's statement or determine the issue by

stating it prior to concluding the taking of evidence; the arbitrator shall have no jurisdiction or authority to add to, delete from, or modify the specific written provisions of the Memorandum of Understanding, City's salary and fringe benefit resolution or the City's written personnel policies.

Costs for the services of the arbitrator, including, but not limited to fees, per diem expenses, travel and subsistence expenses, a transcript, and the cost of a hearing room will be borne by the losing party. If the identity of the losing party is not clear from the award, and/or the parties disagree on who is the losing party, they may request the arbitrator to designate the losing party for purposes of this clause. In such event the arbitrator may apportion costs if appropriate in light of the award.

The parties shall share the cost of a transcript, if any. All other costs will be borne by the party incurring them.

The Grievance/Arbitration procedure is the exclusive remedy for resolving the issues contained in the grievance. 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.

16.7 Miscellaneous

A unit member may be represented at all stages of the grievance procedure by himself prior to the Arbitration Step or, at his/her option by representatives provided by the Union. In this procedure, any reference to grievant means grievant and/or his/her representative.

ARTICLE 17 NO STRIKE/NO LOCK-OUT

Both the City and the Union recognize the continuing obligation to provide electrical and water service to the City of Riverside. Accordingly, during the term of this agreement, the Union, its officers, agents, representative and/or members agree they will not cause, condone or participate in any strike, walk out, work stoppage, job action, slowdown or sickout, including compliance with a request of other labor organizations to engage in any or all of the preceding activities. Also, members, as described above, will not engage in a sympathy strike with any other striking organization that may impact the work for the City.

During the term of this agreement, the City agrees it will not lockout employees represented by the Union.

ARTICLE 18 WORK CLOTHING AND TOOLS

18.1 The City will provide pullover rubber boots for Electric Supervisors to be worn during inclement weather. Replacement boots will not be provided unless the worn or damaged boots are turned in.

18.2 Water Division employees shall be provided rubber boots.

18.3 Employees will be provided twelve (12) t-shirts per year.

18.4 The City will provide Two Hunder Fifty Dollars ($250.00) per year for a "boot allowance" for those employees required to wear "safety" or "steel toed" boots. However, it is understood that employees required to wear safety shoes/boots will wear safety shoes/boots which comply with City policy at all times while on duty.

ARTICLE 19 PERFORMANCE EVALUATIONS

It is agreed that an employee does not have to sign his/her Performance Evaluation when first presented with it. The employee may review the Evaluation if he/she so desires. A copy will be provided if requested. However, the employee must sign, or refuse to sign, within two (2) working days of the first presentation. The employee may add comments to the evaluation in the space provided.

ARTICLE 20 ARTICLE RESERVED FOR FUTURE USE

ARTICLE 21 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 or permanently, because of a lack of work and/or 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, unless otherwise specifically prohibited by the terms of the Agreement. This policy will not be used in any manner to end the employment of any individual for other than such legitimate reasons for layoff enumerated above. 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 contract article, except where otherwise specified in this article, seniority is defined as continuous length of service within the job classification; ties shall be broken based upon continuous service in the employee's section; then employee's division; if employees are still tied, continuous service as a City employee will be used defined as employee's first date of paid service in a probationary or permanent status within the City. For purposes of this clause, the word "continuous" means service within a job classification which is not interrupted by a break of twelve (12) months or more. In the event of such break, the length of such break shall not count toward computing seniority. Seniority

for part-time employees shall be computed on a pro-rated basis with 2080 hours equaling one year's service.

(c) NOTICE: The City will notify affected employees and the Union in writing at least sixty (60) 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 sixty (60) days provided that the combination of pay and notice covers no fewer than sixty (60) calendar days.

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 all inform the affected employee of his or her bumping rights, if any, as well as recall rights.

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

(d) ORDER OF LAYOFF: Layoffs will occur by affected classifications within the department. The order of layoff within the classifications shall be determined by length of service within the classification. The employee with the shortest period of service in the classification shall be laid off first. In cases of ties, the employee with the more recent hire date into the section shall be laid off first. If still tied, continuous service in assigned division, if still tied, time in current department, if still tied, continuous time with the City (as defined in 21.B) will be used as a tiebreaker.

Layoffs shall occur within departments and within affected job classifications based on seniority and in the following order:

1. Temporary or provisional employees
2. Probationary part-time employees
3. Probationary full-time employees (except apprentices)
4. Probationary full-time employees due to promotion (apprentices, etc.) but with seniority on a full time basis prior to promotion
5. Permanent full-time employees

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

In cases where employees work part-time (less than 40 hours per week) shall accrue on a pro rata basis on hours worked. (i.e. 2080 total hours worked would equal one year).

(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 seniority would otherwise be retained. Once notified, the employee will have seven (7) calendar days to notify the City that he/she will exercise his/her bumping rights. In the event the employee had

not performed in the lower or lateral classification within the preceding five (5) years, the City may require the employee to demonstrate continued qualifications through an applicable test or tests. This paragraph 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. 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 of former classification series without having served in the specific classification.

Within ninety (90) days of ratifying this agreement, 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 form 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 order of seniority provided the vacancy occurs within twelve (12) months following the effective date of layoff for a probationary employee recall and thirty-six (36) months for a permanent employee recall.

Employees recalled within the above applicable period following 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 used or 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 his or her current address and telephone number.

An employee must notify the Human Resources Department within three (3) working days following receipt of notice of his or her intent to return to work. The employee must be available to return to work within ten (10) working days of receipt of such notice. An employee rejecting such recall will go to the bottom of the Recall List for the first rejection and will be removed from the list upon a second rejection. Failure to respond in a timely manner to the written notice is considered a rejection.

(g) EFFECTS OF LAYOFF: 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 will maintain its level of contributions to all 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, 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 agrees so.

ARTICLE 22 ORGANIZATIONAL SECURITY

Subject to Section 4, Payroll Deductions of the City's Employer-Employee Relations Resolution, upon the voluntary written authorization of bargaining unit employees, the City shall deduct and remit to the Union the Union's initiation fee and periodic dues for members of the Union.

Any unit member who is not a member of the Union, or who does not make application for membership within thirty (30) days following the effective date of this paragraph, or, for those hired after the effective date of this paragraph, within thirty (30) days from the commencement of duties, shall become a member of the Union or pay to the union a fee in an amount equal to the Union's periodic dues: provided, however, that the unit member may authorize payroll deductions for such fee in the same manner as provided in the paragraph above.

Dues withheld by the City shall be transmitted to the Union Officer designated in writing by the Union as a person authorized to receive such funds, at the address specified.

The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit-member to remain a member in good standing of the Union or to pay the equivalent of Union dues during the term of this agreement shall constitute, generally, just and reasonable cause for termination.

The City shall not be obligated to put into effect any new, changed or discontinued deduction until a pay period commences fifteen (15) working days or more after such submission.

No unit member shall be required to join the Union or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with the Union to satisfy

his/her obligation by donating the equivalent amount to a non labor, non religion charitable fund, tax exempt under section 501(c)(3) of the Internal Revenue Code, chosen by the employee.

Whenever a unit member shall be delinquent in the payment of dues or fees, the Union shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the MERO. In the event the unit member fails to cure said delinquency, the Union 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/Arbitration procedures.

The City shall not deduct money specifically earmarked for a PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and, upon request, to the employees who are members of the unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or principal officer, or by a certified public accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959, or Government Code section 3546.5, shall satisfy this requirement.

This organizational security arrangement shall be null and void during the period following expiration of this 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, subdivision (b).

The Union will defend, indemnify and hold harmless the City of Riverside from any loss, liability or cause of action arising out of the operation of this article. Upon commencement of any such legal action, the Union shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the City because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Union shall not diminish the Union's indemnification obligations under this agreement.

The City, immediately upon receipt of notice of such legal action shall inform the Union of such actions, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action and fully cooperate with the Union in providing all necessary witnesses, experts and assistance necessary for such defense.

The Union, upon compromise or settlement of such action, shall immediately pay the parties to such action all sums due under such settlement of compromise. The Union, upon final order and judgment of a court of competent jurisdiction

awarding damages to any employee of the City shall pay to such employee all sums owing under such order and judgment.

ARTICLE 23 ENTIRE AGREEMENT AND RIGHTS

It is understood and agreed that existing ordinances, resolutions and 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 set forth in full and except as provided herein shall remain in full force and effect during the term hereof. The parties hereto agree that nothing in this Memorandum of Understanding shall in any manner abridge, restrict or modify the rights and prerogatives of the City and its employees as set forth in sections 4 and 5 of Resolution # 15079, or its successor, if any.

ARTICLE 24 WAIVER

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 the agreement; except as to meeting and conferring over the renewal or continuation of this Memorandum of Understanding at its expiration date in accordance with said Employer-Employee Relations Resolution; and except as follows: Except in an emergency, the City will not change matters within the scope of representation without first notifying the Union and providing it an opportunity to meet and confer; emergency changes shall be limited to the duration of the emergency.

ARTICLE 25 SAVINGS

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 this Memorandum of Understanding 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 applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

ARTICLE 26 CONTRACTING PROVISIONS

The parties agree that there will be no contracting out of bargaining unit work which directly results in the layoff of permanent bargaining unit employees. This clause expires midnight September 30, ~~2016~~ 2021 and will be of no further force or effect thereafter unless specifically agreed to in writing. This clause shall not be interpreted or applied as a limitation upon the City's right to sell, lease or license all or a substantial portion of the Public Utility Department's operations; in such event the City, upon request, will meet and confer over the impact of such

sale, lease or licensing with regard to such matters as severance pay, retraining, outplacement, job counseling, etc. The City will provide the Union with contracting reports (public documents) provided to the Utility Board and with copies of RFPs issued by the City to solicit bids for water or electric work.

The parties also agree to meet regularly to discuss and share information regarding contracted out work during the term of the successor MOU.

ARTICLE 27 OTHER PROVISIONS

27.1 Drug testing – IBEW agrees to the Reasonable Suspicion and Post Accident Drug and Testing Policy, III-8 of the Human Resources Policy and Procedure Manual. Test thresholds shall be the same as those set forth in the United States Department of Transportation (USDOT) regulations. Only the Human Resources Director or designee can mandate testing. All employees subject to USDOT regulations shall remain so subject. All other employees will be subject to the City policy.

ARTICLE 28 TERMS OF AGREEMENT

Upon ratification by the City Council, this Memorandum of Understanding shall be effective, except as otherwise specifically provided herein, and shall remain in full force and effect through midnight September 30, ~~2016~~2021. Nothing herein shall be read to prevent the parties from mutually agreeing thereafter to continue this agreement in effect on a day-to-day basis or until a successor Memorandum of Understanding is agreed upon.

MANAGEMENT REPRESENTATIVE
CITY OF RIVERSIDE

By _____
John Russo
City Manager

By _____
Marianna Marysheva-Martinez
Assistant City Manager

By _____
Alex Nguyen
Assistant City Manager

By _____
Al Zelinka
Assistant City Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #47 – SUPERVISORY UNIT

By _____
John Baca
IBEW Business Manager

By _____

By _____

By _____

By _____
Girish Balachandran
Utilities General Manager

By _____

By _____
Pia Rose
Interim Human Resources Director

By _____

By _____
Adam Raymond
Assistant Finance Director

By _____

By _____

By _____

By _____

By _____

By _____

Dated: _____

Dated: _____

ATTACHMENT A

2016 Benchmark Salary Survey